

Contract Number: 3697
Vendor: POULSBO - CITY OF
Subject: Traffic Control Equipment Maintenance
Department: PW Ops
File Class: LEG 12-1
Begin Date: 12/04/1995
End Date: 12/31/2010
Review Date: 10/01/2010
Vault Date:
Comments: Automatic renewal unless notice given by 10/1

INTERLOCAL AGREEMENT

WHEREAS, the City of Poulsbo owns and operates Traffic Control equipment situated within the City of Poulsbo; and

WHEREAS, the City of Bremerton has personnel skilled in maintaining traffic control equipment and is desirous of providing maintenance services to the traffic control equipment owned and operated by Poulsbo;

NOW, THEREFORE,

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Parties. This Agreement is by and between the City of Bremerton, hereinafter referred to as "Bremerton" and City of Poulsbo, hereinafter referred to as "Poulsbo."

Section 2: Term. This Agreement shall become effective on May 1, 1998 for up to one year, and ending April 30, 1999. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding October 1 or any such year. Failure of either party to notify the other of such termination on or before October 1 of any such year shall cause this Agreement to automatically be renewed for the next ensuing calendar year.

Section 3: Payment. In consideration for the services provides, Poulsbo shall pay Bremerton Two Hundred Seventeen and 11/100 Dollars (\$217.11) per month, per signal for the first years of this Agreement, due to Bremerton in quarterly installments thirty (30) days after receipt, beginning on May 1, 1998. In the event that Poulsbo adds traffic control signals requiring maintenance, Poulsbo shall pay the sum of Two Hundred Seventeen and 11/100 Dollars (\$217.11) per month, per signal for each signal added, which will be paid quarterly thirty (30) days after receipt and pro-rated to the date to activation of the traffic control signals. At the beginning of each successive year thereafter, all charges shall automatically be adjusted by the percentage change in the "All Items" category of the Consumer Price Index for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics of the U.S. Department of Labor for the Seattle-Tacoma metropolitan statistical area (1982-84=100) as published for the month of June.

If at any time during the term of the contract the practice of computing the Index for the City of Seattle shall be abandoned or altered by the U.S. Department of Labor, and not assumed by some other federal or state governmental agency, then there shall be substituted therefor in Bremerton's sole discretion the then most nearly comparable cost of living index.

Section 4: Service Provided.

a. Bremerton shall provide electronic, electrical repairs, electrical inspection and preventative maintenance as requested or directed by the Poulsbo Public Works Superintendent. *Provided*, Bremerton shall not be required to perform major electrical repairs as determined by the Poulsbo Public Works Superintendent and Bremerton's Electronics Supervisor, and, *provided further*, Bremerton shall not be required to perform electrical repairs where labor costs exceed Five Hundred and 00/100 Dollars (\$500.00) per occurrence.

b. Bremerton shall provide repair parts which shall include, but are not limited to, transistors, integrated circuit chips, resistors, diodes, capacitors, tubes, wire, and modules; *provided*, Bremerton shall not be required to provide major components and/or assemblies; and *provided further*, the determination of what constitutes a major component and/or assembly shall be made by the Poulsbo City Engineer and Bremerton's Electronics Supervisor.

Bremerton shall not be required to provide repair components assemblies in excess of Five Hundred Dollars (\$500.00) in value.

c. Bremerton shall provide labor and materials to repair luminaries not to exceed Five Hundred Dollars (\$500.00) per calendar year.

d. Bremerton shall provide annual lamp changes for all indications as required. All yellow lamps and the 3M heads will be relamped once every five (5) years. Bremerton will replace all lamps, L.E.D. indicators and heads, as needed, upon breakage or burn-out. Poulsbo to provide red L.E.D. indicators to replace red lamps at Poulsbo's cost. Bremerton will provide labor at no extra cost while performing annual lamp change to install L.E.D. indicators.

e. Bremerton shall provide labor and materials for the repair of defective traffic signal loops. Bremerton shall not be responsible for saw cutting and sealing of traffic signal loops, replacement of loops due to damage created by contractors, or additional loops necessary for intersection upgrade or design change.

f. In the performance of the services set forth in a. through e. above, Bremerton shall be responsible for and shall provide and pay all wages, salaries, tools, vehicle usage, training, utilities, postage, freight, telephones, overhead costs, and all other direct or indirect costs or expenses incurred.

Section 5: Equipment. Bremerton shall provide services described in Section 4, for the traffic control equipment located within Poulsbo. The equipment includes and is limited to:

- a. Traffic signal controller equipment;
- b. Traffic signal indicator lead switches;
- c. Traffic signal detection equipment;

- d. Traffic signal conflict monitor units;
- e. Traffic signal pre-emption equipment (OPTICOM);
- f. Traffic signal auxiliary cabinet wiring;
- g. Traffic signal loops;
- h. Miscellaneous flasher, school warning and fire station signalling equipment;
- i. Street lighting at traffic signal locations, including control, ballast, photo cells, igniters, and lamps;
- j. Other street lighting locations, including control, ballast, photo cells, igniters, and lamps; and
- k. Traffic signal coordination — create, install and maintain timing places from data provided by Poulsbo.

Section 6: Time of Service. The services set forth in Section 4 shall be available Monday through Friday during regular business hours. After regular business hours and during weekends, and holidays, Bremerton shall have available for Poulsbo those same services as it provided for its own needs. Provided, during weekends, holidays or after regular hours, if Poulsbo is unable to secure services from Bremerton listed in this Agreement, then Poulsbo may secure such services elsewhere and deduct the cost thereof from any amounts owing or to be owed to Bremerton under the contract. Bremerton shall make available to Poulsbo telephone numbers through which services can be obtained.

Section 7: Hold Harmless. Poulsbo agrees to defend, indemnify and save harmless Bremerton, its appointed and elected officers and employees, from and against any and all liability, loss, costs, damage and expense, include costs and attorneys' fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of Poulsbo's performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Poulsbo, its subcontractors, agents, successors or assigns. This provision shall be inapplicable to the extent such damage or injury is caused by the negligence of Bremerton.

Section 8: General Conditions.

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

b. **Amendments.** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

c. **Notices.** Any notices required to be given by Bremerton to Poulsbo, or by Poulsbo to Bremerton, shall be in writing and delivered to the following parties at the following addresses:

Bremerton City Clerk
239 Fourth Street
Bremerton, WA 98337

City of Poulsbo
City Hall
P. O. Box 98
19050 Jensen Way NE
Poulsbo WA 98370

d. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

e. **Compliance with State, Local and Federal Laws.** Parties agree to comply with all applicable local, state and federal laws in performance of all services under this Agreement.


f. **Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and, in the event of dispute, the venue of any action brought hereunder shall be in Kitsap County Superior Court.

Section 9: Nondiscrimination. Bremerton shall not discriminate in employment or services provided on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services unless an employment action based on a bona fide occupational qualification.

Section 10: Termination. This Agreement may be terminated by either party, without cause, upon six (6) months written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the dates and year written below.

CITY OF POULSBO

By: 

Date: September 3, 1998

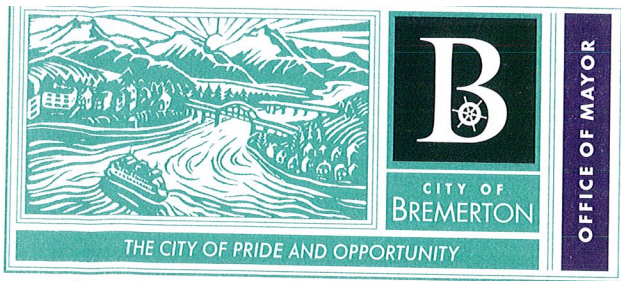
APPENDIX "A"

Traffic Signals

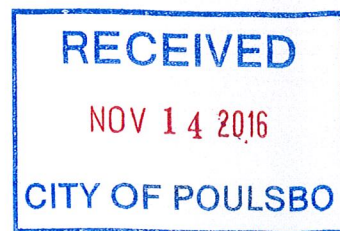
1. Viking Way & Lindvig Way/Finn Hill Road
2. Hostmark & North Kitsap High School
3. Bond Road & Lindvig Way

Other Devices Covered by this Agreement

1. 8th Avenue Crosswalk (Christ Memorial School)
2. Viking Way Crosswalk



SCANNED



Mayor Patty Lent

mayor@ci.bremerton.wa.us
Tel 360-473-5266
Fax 360-473-5883
345 6th Street, Suite 600
Bremerton, WA 98337-1873

October 19, 2016

Mayor Becky Erickson
City of Poulsbo
200 NE Moe Street
Poulsbo WA 98370

Dear Mayor Erickson,

The City of Bremerton has been providing traffic signal maintenance to the City of Poulsbo for the past 20-years via the attached Interlocal Agreement that was executed in 1998. While we would very much like to continue providing this service to Poulsbo, our own workload is such that we find we must unfortunately terminate this agreement.

In order to allow sufficient time for a smooth transition, we would offer to continue providing this service through next year, with the service terminating on December 31, 2017. During this next year I will make my staff available as needed to help coordinate the transition.

If you have any questions please feel free to call me at (360) 473-5266.

Sincerely,

Patty Lent
Patty Lent
Mayor