

When recorded return to:
City of Tumwater

Intercity Transit

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF TUMWATER AND INTERCITY TRANSIT
FOR
TRANSIT SIGNAL PRIORITY**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

Whereas, Thurston Regional Planning Council received an award of federal Congestion Mitigation and Air Quality (CMAQ) Improvement Program funds that created the Smart Corridors signal upgrade and transit signal priority project collaboration; and

Whereas, the City of Tumwater operates traffic signal systems along Intercity Transit routes, and the City of Tumwater *Comprehensive Plan* calls for support of Intercity Transit's existing and planned services through system operational efficiencies along current and future routes; development of a system of bus corridors with fast, frequent, and predictable service; and coordination with Intercity Transit to give traffic signal priority to buses; and

Whereas, the equipment provided by Intercity Transit under this agreement in support of the Smart Corridors project has been purchased with federal funds and is subject to Federal Transit Administration (FTA) requirements; and

Whereas, Intercity Transit and the City of Tumwater agree to adhere to all applicable federal grant funding requirements including continuing control during the lifecycle of equipment purchased with federal funds coordinated through this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Tumwater (CITY) and Intercity Transit (TRANSIT) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow a coordinated effort between the CITY and TRANSIT for the purposes of operating and maintaining a Transit Signal Priority system utilizing CITY signalized intersections.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

Transit Signal Priority (TSP): Traffic signal operational concept that uses radio frequencies to detect TRANSIT buses approaching intersections and alters signal timing based on pre-determined criteria to improve operational efficiency.

TSP Intersection: A CITY signalized intersection where TSP is implemented under this agreement.

TSP Component: Electronic equipment for bus priority request detection installed within the CITY's traffic signal systems, including discriminators, cabling, antennas and any related equipment and materials needed to operate and maintain TSP function.

TSP Routine Operation and Maintenance: Thirty (30) minute check, during annual preventative maintenance of CITY traffic signal systems, that TSP Components are on, connected to power supply, receiving TSP requests by radio communication signals, and sending priority requests to traffic signal controller.

TSP Non-Routine Operation and Maintenance: Any work requested by TRANSIT that the CITY deems not to be part of the cooperative implementation effort as described in Exhibit A and is subject to the procedures outlined in Exhibit D of this agreement.

III. Scope of Agreement/Work

Functional responsibilities of CITY and TRANSIT shall be as outlined in Exhibit A, Transit Signal Priority Detailed Scope of Work/Agreement. TSP Intersections covered by this agreement are listed in Exhibit B, Transit Signal Priority Intersections; TSP Intersections may be added or removed to this agreement following procedures in Exhibit C, Transit Signal Priority Intersection Assignment.

Additional functional responsibilities under this agreement may be approved by both parties. TRANSIT may request additional functional responsibilities through a request for services. Each request for services pursuant to this agreement shall be submitted in writing by the TRANSIT official identified in Section XIV and following the format in accordance with Exhibit D, Request for Services. The request shall specify the particular service required, the amounts and type of labor, equipment and material required, the

location of the work, the estimated cost of the work prepared according to the example format for cost estimate in Attachment A – Request for Services: Rates and Estimated Costs, when the work is to be performed and other information pertinent to the request. Upon receipt of the request, the CITY official identified in Section XIV shall indicate acceptance of the request by signing and returning a copy of the request to TRANSIT. Each accepted request for service shall be incorporated into and become a part of this Agreement, and shall be posted or filed with the original.

IV. Payment

TRANSIT agrees to pay for all TSP Components necessary to operate and maintain TSP at the intersections listed in Exhibit B, *Transit Signal Priority Intersections*, as modified by agreement of both parties following procedures of Exhibits C, *Transit Signal Priority Intersection Amendment*. TRANSIT agrees to pay for labor and equipment to provide TSP Non-Routine Operation and Maintenance, which may include CITY staff time, shop time, equipment and related incidental costs as necessary to install and inspect installation or replacement of TSP Components, to be provided by TRANSIT's contractor or CITY staff, as outlined in Exhibit D, *Request for Services*. TRANSIT requests for TSP support services will include a request to the CITY for the estimated cost to provide the service formatted as shown in Attachment A to Exhibit D, prior to TRANSIT authorizing CITY to perform TSP support services. TRANSIT shall reimburse the CITY for actual direct and related indirect costs, based on the current labor and equipment rates effective at the time of service, provided those costs are outlined in writing accompanying each service request prior to such work being performed. Upon request of the CITY, TRANSIT shall make partial payments to cover costs incurred. These payments are not to be more frequent than one per month. Any such partial payment will not constitute agreement as to the appropriateness of any item. TRANSIT shall not pay the CITY for any work in advance of performance. Amount payable for work to be performed under this Agreement shall follow procedures described in Exhibit D, and **shall not exceed \$25,000 per calendar year**. Should the estimated cost to provide any proposed support service exceed \$25,000, said service is subject to separate review and approvals by TRANSIT and CITY in accordance with agency policies and procedures.

V. Federal Grant Requirements and Ownership

TRANSIT will retain ownership of TSP Components purchased with federal grant funds. CITY acknowledges that TSP Components are being purchased with federal grant funds in accordance with FTA requirements. Future amendments to this agreement that include transfer of ownership of TSP Components purchased by TRANSIT are subject to all FTA requirements, which would include ownership, access to, continuing use, control, and disposal of TSP Components in compliance with all federal regulations during the lifecycle of the equipment as defined by the FTA.

VI. Method of Payment

A. Tumwater will invoice TRANSIT on an as needed basis.

B. Upon completion of the work set forth in the invoice, payment will be made by TRANSIT within thirty (30) days of receipt of an invoice from the CITY.

VII. Indemnification

A. TRANSIT agrees to defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with TRANSIT's performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of the CITY.

B. The CITY agrees to defend, indemnify and hold TRANSIT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the CITY's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of TRANSIT.

VIII. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

IX. Duration of Agreement

This Agreement shall be effective until it is terminated in the manner described under the termination section of this Agreement.

X. Termination of Agreement

This Agreement may be terminated upon one hundred eighty (180) calendar days' notice to the other party using the method of notice provided for in this Agreement.

XI. Entire Agreement

This Agreement, including the exhibits and any additions as provided for in Section III herein, sets forth all terms and conditions agreed upon by the CITY and TRANSIT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their employing agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XIV. Notice and Delegated Authority

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

Mailing Address	CITY OF TUMWATER Attn: Public Works Director Re: TSP Agreement with TRANSIT 555 Israel Rd SW Tumwater, WA 98501-6568	INTERCITY TRANSIT Attn: Development Director Re: TSP Agreement with TUMWATER P.O. Box 659 Olympia WA 98507-0659
Telephone Number	(360) 754-4140	(360) 786-1881

Each party hereby delegates authority to those staff members who hold the positions designated in this section to authorize amendments to this agreement and its exhibits to: update list of TSP Intersections (Exhibit B); amend TSP Intersections (Exhibit C); create and approve requests for services (Exhibit D); and amend labor and equipment rates (Attachment A). Each amendment shall be in written form, signed by the authorized party for each entity, dated, filed with each entity prior to taking effect, and properly recorded in compliance with RCW 39.34.040. In the event such representatives are changed, the party making the change shall notify the other party.

XV. Records

Each party shall maintain its own public records, and, as to such record shall be solely responsible for responding to records requests received about the subject matter of this Interlocal Agreement to the extent that the records in its possession are responsive to the request. Any public records request addressed to the group as if this Interlocal Agreement created a separate legal entity, shall be deemed to be a request received by each member

individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

XVI. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVII. Effective Date

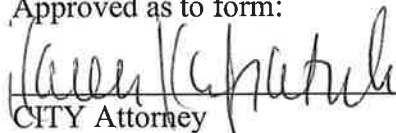
This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

CITY OF TUMWATER



Mayor

Date: 3/20/18

Approved as to form:



CITY Attorney

TRANSIT



General Manager

Date: 2/28/18

Approved as to form:


TRANSIT Attorney

Exhibit A – Transit Signal Priority Detailed Scope of Work/Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY DETAILED SCOPE OF WORK/AGREEMENT

1. Responsibilities of the CITY shall be as follows:
 - a. Cooperate with TRANSIT in the implementation and ongoing operation, maintenance, and monitoring of Transit Signal Priority (TSP) technology.
 - b. Provide on-going TSP Routine Operation and Maintenance for TSP Components at each TSP Intersection identified in Exhibit B, *Transit Signal Priority Intersections*, or added/deleted under this agreement through the procedures shown in Exhibit C, *Transit Signal Priority Intersection Amendment*. The CITY may provide additional TSP operation, maintenance, design, monitoring and inspection of installation work, and installation services if agreed with INTERCITY TRANSIT, following procedures shown in Exhibit D, *Request for Services*.
 - c. Provide data from traffic signal controllers at TSP Intersections that enables TRANSIT to understand that the TSP system is functioning appropriately.
 - d. Make reasonable accommodations to implement effective TSP timing and configuration parameters that balance the transit, traffic and pedestrian operational objectives of the Parties.
 - e. Approve design of the TSP system (including but not limited to component selection and specifications, interface with other traffic signal components, communications, and power supply).
 - f. Approve TSP system timing parameters, settings, and timings of roadside TSP equipment.
 - g. Monitor and report TSP performance as required for ongoing maintenance or troubleshooting purposes.
 - h. Host TSP components within an existing secure, weatherproof traffic signal cabinet at each intersection and support integration of TSP Components with traffic control equipment, housings, cabling, and power supply.
 - i. Approve changes or modifications to the TSP design, Components, or configuration before allowing any specific TSP design, configuration, or equipment modifications.
 - j. Maintain maximum practical availability and operation of the TSP system as part of normal traffic signal controller operations, and notify TRANSIT of TSP system outages anticipated to last more than twenty-four (24) hours. Notify TRANSIT of proposed modifications to traffic signal timing parameters, settings, configurations, or components that impact the TSP system prior to implementation.
 - k. Maintain jurisdiction and responsibility for access to traffic signal control cabinets; TRANSIT shall not be permitted independent access to traffic signal control cabinets for any purpose. All work or modifications to traffic

controller cabinets and equipment shall be under the jurisdiction and responsibility of the CITY's Traffic Engineer or designee, in cooperation with TRANSIT.

- l. Make reasonable accommodations to schedule, coordinate, monitor and perform TSP installation and maintenance work so as to minimize adverse impacts on either party, traffic operations or safety, the public welfare and convenience, or concurrent work impacting the intersections.
 - m. Approve TSP Component installation, operation, and maintenance to ensure safe and reliable operation of the existing traffic signal systems, and the existing emergency vehicle pre-emption systems installed at the CITY's traffic signals.
 - n. Disable or disconnect TSP Components and provide prompt notice to TRANSIT, should a condition be discovered that is detrimental to the safe and reliable operation of the existing traffic and pedestrian signal systems or existing emergency vehicle pre-emption systems.
 - o. Provide prompt notification to TRANSIT in the event of any known condition, outage, or failure that may compromise the effective operation of the TSP system. Notice shall be provided within twenty-four (24) hours of discovery of the condition, or not later than 5:00 pm on the next business day.
 - p. Provide technical representatives with responsibility for day-to-day coordination and technical oversight necessary to implement this Agreement and to design, implement, operate, and maintain the TSP system while this Agreement is in effect.
2. Responsibilities of TRANSIT shall be as follows:
- a. Cooperate with the CITY in the implementation and ongoing operation, maintenance, and monitoring of TSP technology.
 - b. Provide TSP Components at TSP Intersections identified in Exhibit B, *Transit Signal Priority Intersections*, or added under this agreement through the procedures shown in Exhibit C, *Transit Signal Priority Intersection Amendment*. INTERCITY TRANSIT may request TSP design and installation services from the CITY following procedures shown in Exhibit D, *Request for Services*.
 - c. Make reasonable accommodations to implement effective TSP timing and configuration parameters that balance the transit, traffic and pedestrian operational objectives of the Parties.
 - d. Provide funding and personnel for design of the TSP system (including but not limited to component selection and specifications, interface with other traffic signal components, communications, and power supply).
 - e. Monitor and report TSP performance as required for ongoing performance monitoring, maintenance, or troubleshooting purposes.
 - f. Retain ownership of TSP Components at the intersections where TSP is implemented, supply necessary equipment and materials to operate and

- maintain the system, and pay for costs of acquisition, installation, maintenance, warranty coverage, and replacement of TSP components.
- g. If TSP Components cannot be installed in an existing City signal cabinet then TRANSIT will bear the cost to provide and install a new or additional cabinet at the intersection.
 - h. Seek approval from the CITY for any proposed changes or modifications to the TSP design, Components, or configuration prior to implementation.
 - i. Arrange for all work or modifications to traffic controller cabinets and equipment to be done under the jurisdiction and responsibility of the CITY's Traffic Engineer or designee, in cooperation with TRANSIT; TRANSIT shall not be permitted independent access to traffic signal control cabinets for any purpose.
 - j. Make reasonable accommodations to schedule, coordinate, and perform TSP installation and maintenance work so as to minimize adverse impacts on either party, traffic operations or safety, the public welfare and convenience, or concurrent work impacting the intersections.
 - k. Compensate the CITY for work performed by the CITY's personnel or representatives for design, installation, testing, configuration, and monitoring, beyond Routine Operation or Maintenance of the TSP system, if agreed with INTERCITY TRANSIT following procedures shown in Exhibit D, *Request for Services*. The estimated level of effort shall be approved by the Parties prior to performance of the work. Compensation for labor, materials, and equipment shall be at prevailing rates agreed by the Parties, subject to annual escalation Labor and equipment rates will be actual rates at time of Request for Services.
 - l. Collaborate with the CITY to design a mutually agreeable TSP system that ensures safe and reliable operation of the traffic and pedestrian signal systems and accommodates the existing emergency vehicle pre-emption systems installed at the CITY's traffic signals.
 - m. Provide prompt notification to the CITY in the event of any known condition, outage, or failure that may compromise the effective operation of the TSP system. Notice shall be provided within twenty-four (24) hours of discovery of the condition, or not later than 5:00 pm on the next business day.
 - n. Provide technical representatives with responsibility for day-to-day coordination and technical oversight necessary to implement this Agreement and to design, implement, operate, and maintain the TSP system while this Agreement is in effect.
 - o. Provide the CITY with equipment needed to send test TSP request to TSP Components at TSP Intersections, during annual TSP Routine Operation and Maintenance.
 - p. Enter into a separate Agreement with a sub-contractor or sub-consultant and coordinate and pay for any work within this Interlocal Agreement to be completed by said sub-contractor or sub-consultant that the CITY determines they do not have the ability or capacity to perform.

Exhibit B – Transit Signal Priority Intersections

Assignment Number	City Intersection Number	Install Year*	TSP Component(s) and Serial Number(s)	Corridor Route**	Cross Street**
1	ND5776			Capitol Blvd	Sunset Way / Carlyon
2	ND5197			Capitol Blvd**	Custer Way**
3	ND4717	2017	Controller Card OP400355 EMTRAC Antenna	Capitol Blvd	E Street
4	ND4312	2017	Controller Card OP400356 EMTRAC Antenna	Capitol Blvd	Linwood Ave
5	ND3802			Capitol Blvd**	Trosper Road**
6	ND3709			Capitol Blvd	Lee Street
7	ND3340			Capitol Blvd	X Street
8	ND2974			Capitol Blvd	Dennis Street
9	ND2590			Capitol Blvd	Israel Road
10	ND2395			Capitol Blvd	Tumwater Boulevard

CITY will maintain a record of TSP Component(s) installed at each intersection including serial numbers.

* Unfilled Install Year and TSP Component indicate TSP is planned at intersection but components have not been installed as of agreement execution date. Install year and TSP Component spaces will be completed as components are installed at intersections in table above without the need for a formal amendment.

** Indicates Corridor Route vs. Cross Street designation is time of day specific.

Exhibit C – Transit Signal Priority Intersection Amendment

[Use to amend TSP Intersections to Interlocal Agreement Exhibit B]

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND INTERCITY
TRANSIT FOR TRANSIT SIGNAL PRIORITY
INTERSECTION AMENDMENT NO. ____

This Transit Signal Priority Intersection Amendment, made and entered into this _____ day of _____, 20__, is by and between the City of Tumwater (CITY) and Intercity Transit (TRANSIT).

WHEREAS, INTERLOCAL AGREEMENT BETWEEN CITY AND TRANSIT FOR TRANSIT SIGNAL PRIORITY, dated _____, 20__, is incorporated and by this reference, made a part of this Transit Signal Priority (TSP) Intersection Amendment as if fully set forth within.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this TSP Intersection Amendment includes the addition / deletion (circle one) of TSP components at _____ (fill in location).
2. If this amendment is for additional TSP components, the CITY will maintain and operate additional TSP Components in accordance with INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND TRANSIT FOR TRANSIT SIGNAL PRIORITY.
3. If this amendment is for the deletion of existing TSP components, The CITY will return TSP Components to TRANSIT which have been removed in accordance with INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND TRANSIT FOR TRANSIT SIGNAL PRIORITY.
4. The effective date to start this TSP Intersection Amendment transition work by the CITY is _____, 20__. Termination date for this TSP Intersection Amendment shall be date of subsequent TSP Intersection Amendment for deletion of associated TSP components.
5. Payment and requests for work beyond normal maintenance and operation of the TSP Components for this Transit Signal Priority Intersection Assignment must be submitted to the CITY as described in the INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, including Exhibit D, *Request for Services*.

IN WITNESS WHEREOF, the parties hereto have Amended Exhibit B as of the day and year first above written.

TRANSIT

City of Tumwater

By: _____
Development Director

By: _____
Public Works Director

Exhibit D – Request for Services

[Use to request TSP Non-Routine Operation and Maintenance services, accompanied by cost estimate prepared according to the example format for cost estimate in Attachment A – Request for Services: Rates and Estimated Costs]

Authority

Interlocal Agreement for Transit Signal Priority between the City of Tumwater (CITY) and TRANSIT, executed _____, 20__.

Scope of Services

[TRANSIT and CITY staff shall discuss and provide here a description, schedule, and cost of TSP Non-Routine Operation and Maintenance services requested of CITY staff]

Duration

The Request for Services shall remain in effect for the duration of the Interlocal Agreement for Transit Signal Priority between the CITY and TRANSIT.

Responsibility of TRANSIT

TRANSIT shall reimburse the CITY costs for approved provision, installation, monitoring and inspection of installation work, maintenance and operation of transit signal priority components, including actual direct and related indirect costs for labor, materials, equipment, and contract costs if applicable. CITY labor and equipment rates will reflect actual rates in effect at the time the request for services is made. Cost for services will be estimated in manner similar to example in Attachment A, and agreed upon by the CITY and TRANSIT, prior to the CITY performing any work.

Responsibility of the CITY

The CITY shall monitor and inspect or perform approved installation, maintenance, and operation work on transit signal priority components as requested by TRANSIT under this working agreement, and provide invoice(s) for such work to TRANSIT, when the CITY has adequate manpower to accomplish the work. Prior to commencing any work, the CITY shall obtain written approval from TRANSIT.

Payment

TRANSIT agrees to pay the CITY for approved Transit Signal Priority component work within 30 days of receipt of the CITY's invoice.

Emergency Contact

CITY Public Works Dispatch, Monday-Friday, 8:00 AM to 5:00 PM (after hours contact provided at same phone number), 360-754-4150
TRANSIT Operations, Monday-Friday all hours, 360-705-5888

Administration

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement, authorizing work, and coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

The CITY's contract administration representative shall be the Public Works Director, 555 Israel Rd SW, Tumwater WA 98501-6568, (360) 754-4140.

TRANSIT's contract administration representative shall be Development Director, P.O. Box 659, Olympia WA 98507-0659, (360) 786-8585.

Wherever written notice is required under this service request, such notice shall be provided to the representatives designated above.

This Request for Services is made a part of the Interlocal Agreement for Transit Signal Priority between the CITY and TRANSIT, and is hereby accepted by the following individuals who represent they have the authority to execute this document.

TRANSIT

TUMWATER

Development Director

Director of Transportation

Date

Date

Attachment A – Request for Services: Rates

[Example format for cost estimate to attach to Exhibit D Request for Services, showing labor and equipment quantities and rates required to provide the requested TSP Non-Routine Operation and Maintenance services]

**City of Tumwater
Non-Routine TSP Operations and Maintenance Rates and Estimated Costs**

Item	Unit	Quantity	Rate	Total
Labor – Traffic Signal Technician	Hour	X	\$XX.XX	\$XX.XX
Equipment – Traffic Signal Maintenance Truck	Hour	X	\$XX.XX	\$XX.XX
Total Estimated Cost for Requested Services				\$XX.XX



City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

March 22, 2018

Eric Phillips, Development Director
Intercity Transit
P.O. Box 659
Olympia, WA 98507-0659

Re: TSP Agreement with Tumwater

Dear Mr. Phillips,

Enclosed you will find one fully executed original of the Interlocal Agreement between the City of Tumwater and Intercity Transit, for your records.

If you should have any questions, please do not hesitate to contact us at (360) 754-4140.

Sincerely,

Jessica Ashlee
Interim Public Works Secretary

