

1959665 MASON CO WA

07/06/2010 03:40 PM AGREE  
CITY OF SHELTON #38878 Rec Fee: \$64.00 Pages: 3



Return Address

City of Shelton  
525. W. Coxa St.  
Shelton, WA 98584

DOCUMENT TITLE (S)

Intergovernmental Agreement Traffic Signal Repair & Maintenance

REFERENCE NUMBER (S) of related documents

Additional Reference #'s on page \_\_\_\_\_

GRANTOR (S) Last, First and Middle Initial

City of Bremerton

Additional Grantors on page \_\_\_\_\_

GRANTEE (S) Last, First and Middle Initial

City of Shelton

Additional Grantees on page \_\_\_\_\_

LEGAL DESCRIPTION (Abbr. Form: quarter/quarter, section, township & range, plat, lot, & block)

Additional Legal Descriptions on page \_\_\_\_\_

PARCEL NUMBER

After recording, return to:  
City of Shelton—Public Works Department  
525 W. Cota Street  
Shelton, WA 98584

## INTERGOVERNMENTAL AGREEMENT

### FOR INTERIM TRAFFIC SIGNAL REPAIR AND MAINTENANCE SERVICES

This is an Interlocal Agreement (Agreement), dated this 5<sup>th</sup> day of March, 2010, by and between the City of Bremerton, a Washington City (Bremerton), and the City of Shelton, a Washington City (Shelton) and collectively referred to as the "Parties." In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

#### RECITALS

**WHEREAS:** Shelton has recently acquired the ability to perform routine and on-going maintenance of its traffic signals, and determined that cancellation of the existing Traffic Signal Maintenance Agreement with Bremerton was in the best interest of the City; and,

**WHEREAS:** Shelton will still need assistance when work-load issues require or when required repairs are outside of the current certifications of City staff; and,

**WHEREAS:** Bremerton previously provided all traffic signal maintenance for Shelton and is willing to provide interim support on an on-call basis; and,

**WHEREAS:** Shelton is evaluating its long-term needs for support services and the most cost effective way to acquire those services.

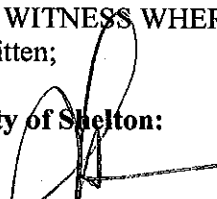
Now, **THEREFORE** it is agreed between the Parties as follows:

1. Bremerton shall provide equipment, personnel, and service to repair or maintain Shelton's traffic control signals and their components on an on-call basis as requested by the Shelton City Engineer.
2. After receiving an invoice from Bremerton setting out the cost of equipment, personnel, and supplies or parts, Shelton shall remit payment to Bremerton within thirty (30) days..
3. Bremerton shall charge "outside rates" in the amount of \$80.00 (eighty dollars) per hour, per dispatched representative, commencing at the time equipment is first loaded into Bremerton vehicles, and ending at the point where the Bremerton representative arrives back in Bremerton.
4. Bremerton shall charge established equipment rates and will invoice Shelton for procured repair parts, plus a 10% (ten percent) restocking fee.
5. Bremerton shall provide on-call maintenance and/or repair services to Shelton 24 hours per day, 7 days per week. Response to service requests shall be handled in a timely manner, with consideration given to the urgency of a request and the potential for unsafe conditions.
6. Bremerton has the right to refuse to repair any signal or component based on unsafe conditions, but shall immediately notify the Shelton City Engineer of such refusals, so that the unsafe condition can be promptly addressed.

7. Shelton may terminate this agreement at any time, for any reason, but following termination shall compensate Bremerton for any unpaid work performed prior to termination. Bremerton may terminate this agreement with thirty (30) days advance written notice to Shelton.
8. None of the parties shall be liable nor deemed to be in default for delay or failure in performance under the agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each party shall utilize its best good faith efforts to perform under this agreement in the event of any such occurrence or circumstance.
9. Shelton shall defend, indemnify, and hold Bremerton harmless for all claims for damages arising out of alleged fault, misconduct, or negligence by Shelton. Bremerton shall defend, indemnify, and hold Shelton harmless for all claims for damages arising out of alleged fault, misconduct, or negligence by Bremerton. Both parties waive industrial insurance defenses under RCW Title 51 for purposes of this indemnity clause.
10. This agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this agreement shall be in Mason County, Washington, unless otherwise mutually agreement in writing by the parties.
11. No amendments or variations of the terms and conditions of this agreement shall be valid unless they are in writing and signed by all of the parties thereto.
12. This agreement shall be enforced to the fullest extent permitted by applicable law. If any term or provision of this agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this agreement, which shall remain in full force and affect.
13. This agreement shall become effective immediately upon execution and shall expire on June 30, 2014.

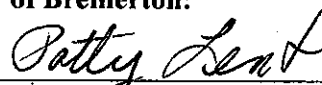
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the date first above written;


**City of Shelton:**

  
 \_\_\_\_\_  
 Steve Goins, Shelton Public Works Director

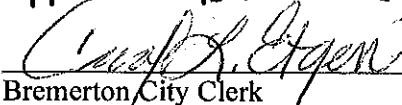
  
 \_\_\_\_\_  
 Vicki Look, Shelton City Clerk

**City of Bremerton:**

  
 \_\_\_\_\_  
 City of Bremerton Approved Authority,  
 Signature and Title *MAYOR*

  
 \_\_\_\_\_  
 Bremerton City Attorney

*Approved As To Form*

  
 \_\_\_\_\_  
 Bremerton City Clerk