

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND  
INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY.**

**WHEREAS**, the City of Olympia (City) and Intercity Transit (IT) received a grant to improve travel times of buses through certain corridors and air quality; and

**WHEREAS**, the City used the grant funds to upgrade traffic signal equipment and software to provide operation of a new Transit Signal Priority system (the System), and IT used the grant funds to purchase equipment and software that will allow IT buses to request City traffic signals hold a green light until they pass through the intersection; and

**WHEREAS**, the System will allow slight adjustments to traffic signal timing and will help IT buses stay on schedule; and

**WHEREAS**, the Interlocal Agreement describes the System and outlines how the City and IT will work together to operate and maintain the System;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Intercity Transit for Transit Signal Priority attached hereto as Exhibit A and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

When recorded return to:  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA 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 Olympia operates traffic signal systems along Intercity Transit routes, and the City of Olympia *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 Olympia 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 Olympia (CITY) and Intercity Transit (TRANSIT) agree as follows:

## **I. Purpose/Objective**

The purpose of this Agreement is to allow the CITY to operate and maintain a Transit Signal Priority system with TRANSIT to grant transit buses conditional priority at CITY traffic signals.

## **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 sensors to detect TRANSIT vehicles approaching intersections and alters signal timing based on pre-determined criteria to improve transit performance.

**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 E 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 to this agreement following procedures in Exhibit C, *Transit Signal Priority Intersection Assignment*, or removed from this agreement following procedure in Exhibit D, *Transit Signal Priority Intersection Assignment Deletion*.

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 in accordance with

Exhibit E, *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 Assignment*, and Exhibit D, *Transit Signal Priority Signal Assignment Deletion*. 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 E, *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 E, 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 E, 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. Olympia 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 & Insurance**

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) 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 OLYMPIA Attn: Director of Transportation Re: TSP Agreement with INTERCITY TRANSIT PO Box 1967 Olympia, WA 98507-1967	INTERCITY TRANSIT Attn: Development Director Re: TSP Agreement with OLYMPIA P.O. Box 659 Olympia WA 98507-0659
Telephone Number	(360) 753-8333	(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); add TSP Intersections (Exhibit C); remove TSP Intersections (Exhibit D); create and approve requests for services (Exhibit E); 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 OLYMPIA**

**INTERCITY TRANSIT**

\_\_\_\_\_  
Steven R. Hall, City Manager

\_\_\_\_\_  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

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

  
\_\_\_\_\_  
Intercity Transit Attorney

(oct)

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

### INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA 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 under this agreement through the procedures shown in Exhibit C, *Transit Signal Priority Intersection Assignment*, unless the TSP Intersection is removed from this agreement following procedures shown in Exhibit D, *Transit Signal Priority Intersection Assignment Deletion*. 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 E, *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 and traffic 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 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 Assignment*, unless the TSP Intersection is removed from this agreement following procedures shown in Exhibit D, *Transit Signal Priority Intersection Assignment Deletion*. INTERCITY TRANSIT may request TSP design and installation services from the CITY following procedures shown in Exhibit E, *Request for Services*.
  - c. Make reasonable accommodations to implement effective TSP timing and configuration parameters that balance the transit and traffic 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 E, *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 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.

### Exhibit B – Transit Signal Priority Intersections

Assignment Number	City Intersection Number	Location
1	21	Martin Way and Phoenix Street
2	73	Martin Way and Ensign Road
3	22	Martin Way and Lilly Road
4	24	Martin Way and Sleater-Kinney Road
5	7	Martin Way and Kasey Keller Drive
6	87	Lilly Road and Stoll Road
7	76	Lilly Road and Ensign Road
8	23	Lilly Road and St. Peters Hospital Driveway
9	70	Pacific Avenue and Boulevard Road
10	89	Pacific Avenue and Pattison Street
11	26	Pacific Avenue and Fones Road
12	25	Pacific Avenue and Lilly Road

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

**Exhibit C – Transit Signal Priority Intersection Assignment**

[Use to add TSP Intersections to Interlocal Agreement]

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY  
TRANSIT FOR TRANSIT SIGNAL PRIORITY  
INTERSECTION ASSIGNMENT NO. \_\_\_\_**

This Transit Signal Priority Intersection Assignment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between the City of Olympia (CITY) and Intercity Transit (TRANSIT).

WHEREAS, INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, dated \_\_\_\_\_, 20\_\_, is incorporated and by this reference, made a part of this Transit Signal Priority (TSP) Intersection Assignment as if fully set forth within.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Transit Signal Priority Intersection Assignment includes the maintenance of TSP Components which will be installed at intersection of \_\_\_\_\_ and \_\_\_\_\_ (enter street names) and managed for the mutual benefit of traffic using both the CITY and TRANSIT facilities.
2. The CITY will maintain and operate such TSP Components described above in accordance with INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY.
3. The effective date to start this Transit Signal Priority Intersection Assignment work by the CITY is \_\_\_\_\_, 20\_\_.
4. 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 OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, including Exhibit E, *Request for Services*.
5. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY)

IN WITNESS WHEREOF, the parties hereto have executed this Transit Signal Priority Intersection Assignment as of the day and year first above written.

Intercity Transit

City of Olympia

By: \_\_\_\_\_  
Development Director

By: \_\_\_\_\_  
Director of Transportation

**Exhibit D – Transit Signal Priority Intersection Assignment Deletion**

[Use to remove TSP Intersections from Interlocal Agreement]

INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY  
TRANSIT FOR TRANSIT SIGNAL PRIORITY  
INTERSECTION ASSIGNMENT DELETION NO. \_\_\_\_

This Transit Signal Priority Intersection Assignment Deletion, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between the City of Olympia (CITY) and Intercity Transit.

WHEREAS, INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, dated \_\_\_\_\_, 20\_\_, is incorporated and by this reference, made a part of this Transit Signal Priority Intersection Assignment Deletion as if fully set forth within.

NOW THEREFORE, it is mutually agreed as follows:

1. The work under Transit Signal Priority Intersection Assignment No. \_\_ which includes maintenance of TSP Components at intersection of \_\_\_\_\_ and \_\_\_\_\_ (enter street names) and managed for the mutual benefit of traffic using both the CITY and INTERCITY TRANSIT facilities is hereby terminated as per this Intersection Assignment Deletion, and the unused TSP Components will be removed from the traffic signal cabinet and returned to INTERCITY TRANSIT.
2. The CITY will no longer maintain such TSP Components described above in accordance with INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY.
3. The effective date to start this Transit Signal Priority Intersection Assignment Deletion is \_\_\_\_\_, 20\_\_.
4. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY)

IN WITNESS WHEREOF, the parties hereto have executed this Transit Signal Priority Intersection Assignment Deletion as of the day and year first above written.

INTERCITY TRANSIT

CITY OF OLYMPIA

By: \_\_\_\_\_  
Development Director

By: \_\_\_\_\_  
Director of Transportation

## Exhibit E – 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 Olympia (CITY) and Intercity Transit (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, 7:30 AM to 4:30 PM, 360-753-8333  
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 Director of Transportation, P.O. Box 1967, Olympia WA 98507, (360) 753-8588.

INTERCITY 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.

INTERCITY TRANSIT

OLYMPIA

\_\_\_\_\_  
Development Director

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A – Request for Services: Rates and Estimated Costs**

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

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

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
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