



CONTRACT ROUTING FORM

1. ORIGINATING DEPT./DIV: Parks and Recreation DATE: 11/7/23

2. ORIGINATING STAFF PERSON: Mary Dodsworth EXT: _____ 3. DATE REQUESTED BY: 11/10/23

4. TYPE OF DOCUMENT (CHECK ONE):
- PUBLIC WORKS CONSTRUCTION CONTRACT
 - SMALL OR LIMITED PUBLIC WORKS CONTRACT
 - GOODS AND SERVICE AGREEMENT
 - PROFESSIONAL SERVICES AGREEMENT
 - CONTRACT AMENDMENT No. _____ (ORIGINAL CONTRACT#): GCA 6489
 - OTHER GCB 3251
- CDBG/HOME
 - HUMAN SERVICES
 - LEASE
 - REAL ESTATE DOCUMENT
- GRANT AGREEMENT
 - INTERLOCAL
 - MAINTENANCE AGREEMENT
 - OFF DUTY POLICE SERVICES

5. PROJECT NAME: WSDOT Traffic Management Center Ops

6. NAME OF CONTRACTOR: WSDOT

ADDRESS: 2502 112th St E, Tacoma, WA 98445 TELEPHONE 253-538-3300

E-MAIL: McCallT@wsdot.wa.gov FAX: _____

AUTHORIZED SIGNATURE NAME: _____ TITLE Freeway Operations Manager

7. EXHIBITS AND ATTACHMENTS: SCOPE, WORK OR SERVICES COMPENSATION INSURANCE REQUIREMENTS/CERTIFICATE
ALL OTHER REFERENCED EXHIBITS PRIOR CONTRACT/AMENDMENTS PROOF OF AUTHORITY E-VERIFY W-9 Copy of Safety Plan/Program

8. TERM: COMMENCEMENT DATE: _____ COMPLETION DATE: _____

9. TOTAL COMPENSATION \$ _____ Retainage %
\$

CHARGE TO EDEN BARS EXPENDITURE ACCOUNT : 101.0000.11.544.90.41.001 (2/3 of amount) and 401.0000.11.531.10.41.001 (1/3 of amount)

10. DOCUMENT/CONTRACT REVIEW	<u>INITIAL / DATE REVIEWED</u>	<u>INITIAL / DATE APPROVED</u>
<input type="checkbox"/> PROJECT MANAGER	_____	_____
<input type="checkbox"/> DIRECTOR	<u>Mary Dodsworth</u>	_____
<input type="checkbox"/> LEGAL	_____	_____

11. COUNCIL APPROVAL DATE (IF APPLICABLE) _____

12. CONTRACT SIGNATURE ROUTING

SENT TO VENDOR/CONTRACTOR DATE SENT: _____ DATE REC'D SIGNED BY CONTRACTOR: _____

ATTACH: INSURANCE CERTIFICATE, LICENSES, EXHIBITS

	<u>INITIAL / DATE SIGNED</u>
<input type="checkbox"/> CITY CLERK (ROUTE)	_____ <u>12/11/2023</u>
<input type="checkbox"/> CITY ATTORNEY	_____
<input type="checkbox"/> CITY MANAGER	_____
<input type="checkbox"/> CITY CLERK/ CONTRACT# <u>2023-219</u>	_____
<input type="checkbox"/> SIGNED COPY TO ORIGINATING DEPT & A/P	_____

COMMENTS:

GCB 3251

OLYMPIC REGION TRAFFIC MANAGEMENT CENTER COMMUNICATIONS SERVICES INTERLOCAL AGREEMENT

This Agreement (Agreement) is made and entered into between the Washington State Department of Transportation, hereinafter the "WSDOT," and the City of Lakewood, Department of Public Works, 6000 Main Street SW, Lakewood, WA 98499, hereinafter the "CITY." individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

- A. The CITY has responsibility over its Street Operations and/or Traffic Operations with responsibility for maintaining its signals, street lights, and streets within the city corporate limits.
- B. The CITY is in need of communication services (After-Hours Call-Out Services), outside of normal business hours, on weekends, and on CITY-observed holidays. These services will convey public or private notification of traffic disruptions and/or traffic emergencies, regarding the CITY's signals, street lights, or other street related matters to the CITY as defined herein.
- C. The CITY has requested that WSDOT's Olympic Region Traffic Management Center, hereinafter the "TMC," to provide said communication services to the CITY outside of the CITY's normal business hours, on weekends and on CITY-observed holidays, at CITY expense.
- D. This new agreement will supersede agreement GCA 6489 the parties entered into on June 21, 2010.

Now therefore, by virtue of RCW 47.28.140 and chapter 39.34 in consideration of the terms, conditions, covenants and performances contained herein, the recitals above and the attached Exhibit A, which are incorporated and made a part hereof.

It Is Mutually Agreed As Follows:

- 1. **SCOPE OF WORK**
 - 1.1 WSDOT agrees to furnish the CITY with Emergency After-Hours Call-Out Services for Street Operations and Traffic Operations, hereinafter "Services."
 - 1.2 The CITY agrees to reimburse WSDOT for a portion of the cost of a WSDOT Traffic Safety Systems Operator 3 hereinafter "TMC Operator" position to provide

Services. The CITY's portion of the cost for the TMC Operator to provide Services will be Seventeen percent (17%) per month of the TMC Operator. In the event the TMC Operator position receives wage rate adjustments, the CITY shall reimburse WSDOT at the new current rate for a TMC Operator position to provide the Services. See Exhibit A for 2019 rates.

- 1.3 WSDOT's TMC Operator position and TMC staff shall be under the sole direction, management, and control of WSDOT and shall perform the terms of this Agreement in a manner consistent with WSDOT policy.
- 1.4 Although WSDOT has agreed to answer and relay Services for the CITY, the Parties agree and acknowledge that WSDOT shall not, and has no responsibility for, nor shall WSDOT be obligated to, physically go out and correct traffic or street conditions for any of the Street Operations or Traffic Operations calls that it receives and relays on behalf of the CITY.

2. TRAFFIC OPERATIONS CALL-OUT PROCEDURE

- 2.1 A TMC Operator will receive calls made to the CITY Operations and Maintenance Division, hereinafter "O&M Division," (253-267-1628) outside normal O&M Division business hours. O&M Division normal business hours are from 0630 to 1500, Monday through Friday; therefore, WSDOT agrees to receive calls between the hours of 1500 hours to 0630, Monday through Friday, and twenty four (24) hours a day on weekends and on all holidays observed by the CITY. CITY-observed holidays are per Lakewood Municipal Code Section 1.12.010, designates CITY holidays identical to state holidays listed in RCW 1.16.050.
- 2.2 The CITY will provide the TMC with the O&M Division Call-Out Schedule which identifies Call-Out assignments for its identified city personnel every week, including the following information:
 - A. Street Section contact information (cell/home phone),
 - B. Signal Section contact information (cell/home phone), and
 - C. Operations Manager (cell/home phone).
- 2.3 An updated O&M Division Call-Out Schedule shall be provided by the CITY to TMC not later than 1500 hours on Monday of every week and will be effective until the following Monday at 1500 hours.
- 2.4 The O&M Division Call-Out Schedule will be checked daily by TMC Operator for any corrections and/or adjustments the CITY has made. All corrections and/or adjustments made by the CITY will be made by a phone call to the TMC Operator and followed up by email.

2.5 Incident Location Checks –the TMC Operator will check to determine whether incidents fall within the CITY’s corporate limits.

2.6 Incident Classifications and Procedures:

An incident call will be classified by the TMC Operator as either “Immediate Call-Out Notification”, “Non-Priority Notification”, or “Non-Essential” calls.

2.6.1 An incident call is classified as “Immediate Call-Out Notification” if the reported situation warrants an immediate Call-Out such as:

Street Section - O&M Division

- Debris blocking the traveled portion of the street
- Trees down and blocking the street (note size and diameter and whether it is in the utility lines)
- Potholes in the traveled portion of the street
- Dead animals blocking the street
- Catch basin grates or manhole covers missing
- Oil, gravel, or chemical spills
- Plow/sanding requests or ice (slippery conditions)
- Leaning trees on the right-of-way that threaten buildings or structures
- Water over the street
- Anything deemed a “Hazard” reported by a law enforcement officer
- Requests for assistance from Department of Emergency Management or Fire Departments
- Downed or Damaged Street Lighting

Signal Section - Pierce County Traffic Signal

- Flashing, Dark, Damaged, or Malfunctioning Signals

2.6.2 An incident is classified as “Non-Priority Notification” if the reported situation does not immediately impact the traveling public such as:

Street Section

- Non-emergency utility locates
- Mowing, ditch cleaning, or other routine maintenance requests
- Dead animal not blocking a lane
- Messages for employees that relate to CITY street operations

Signal Section - Pierce County Traffic Signal

- Any single color light burned out for signals
- Burned out bulb for street lighting

- 2.6.3 An incident call is classified as a "Non-Essential" call when the call does not relate to O&M Division business. The caller will be informed that the TMC is an "Emergency Dispatch Center," and the TMC Operator will instruct the caller to call the O&M Division office number during regular business hours (0630 to 1500 hours, Monday through Friday). The CITY agrees that the TMC Operator will not take message or relay messages to or for the CITY's personnel that do not relate to the CITY's street or traffic operations.
- 2.7 The TMC Operator will record each incident call placed to the CITY phone number and TMC actions taken, including each Call-Out made from the O&M Division Call-Out Schedule to the O&M Division personnel, noting times called and what time contact was made. The TMC Operator will e-mail a copy of the log entries for each day to the O&M Division office. The following information will be recorded for "Immediate Call-Out Notification" or "Non-Priority Notification" calls:
- A. Name of the Caller (and badge number if law enforcement),
 - B. Phone number (call back number) of the reporting Caller,
 - C. Detailed location of the incident, and
 - D. Nature of the incident.
- 2.8 For "Immediate Call-Out Notification," the TMC Operator will use the current O&M Division Call-Out Schedule to notify the O&M Division personnel to pass on the information regarding the incident. The CITY Operations Superintendent will be called last if no other identified O&M Division personnel are available.
- 2.9 Operations and Maintenance Hand Back Procedure: When events occur within the WSDOT's Olympic Region TMC Service area that preclude it from handling calls for both the WSDOT and the CITY because of resource demands, the TMC Operator will "Hand Back" the Services to the CITY using the following procedure:
- A. The TMC Operator will call the CITY Operations Superintendent and inform him or her of the need to Hand Back the Services.
 - B. In the event the scheduled O&M Division personnel cannot be reached, the TMC Operator will use the contact notification sequence in Section 2.2.
 - C. In the event of a Hand Back, the TMC will provide the CITY as much advance notice as possible and in no case will the notification be less than two (2) hours in advance of the Hand Back.

- 2.10 When events pass as described in Section 2.10 and WSDOT can resume Services, WSDOT will notify the CITY per Section 2.10 (A) and (B).
- 2.11 The CITY agrees to reimburse the WSDOT for the cost of the TMC Operator, as identified in Section 1.2, during periods of Hand Back, even though Services will be temporarily suspended.
- 2.12 A current Master Signal List of the CITY-owned traffic signal and flashers will be updated as needed.

3. PAYMENT

- 3.1 The CITY, in consideration of the faithful performance by WSDOT, agrees to reimburse WSDOT for the CITY portion of a WSDOT TMC Operator pursuant to Section 1.2 to provide the Services, as described in this Agreement. The CITY further agrees to reimburse WSDOT for such costs when the Services are temporarily suspended pursuant to the Hand Back provisions of Sections 2.10.
- 3.2 WSDOT shall provide an invoice to the CITY, and the CITY shall make payment within thirty (30) calendar days from receipt of a WSDOT invoice. Invoices shall be submitted no more than once per month.

4. PERIOD OF PERFORMANCE

- 4.1 This Agreement shall commence upon the date this Agreement is entered into and extend until June 30th of the following year unless terminated pursuant to Section 9, Termination. This Agreement shall automatically renew for successive one (1) year terms, unless terminated as provided herein.

5. AGREEMENT MANAGEMENT

- 5.1 The Agreement manager for each of the Parties shall be responsible for and shall be the contact person for all communications and invoices under this Agreement.

CITY:
City of Lakewood Public Works Department
Paul Bucich
Public Works Engineering Director
6000 Main St. SW
Lakewood, WA. 98499-5027
(253) 983-7737
pbucich@cityoflakewood.us

City of Lakewood Operations and Maintenance Division
Scott Williams
Operations Superintendent
6000 Main St. SW
Lakewood, WA. 98499-5027
(253) 267-1628
swilliams@cityoflakewood.us

WSDOT:
Freeway Operations Engineer Traffic Management Center (TMC)
Timothy McCall
2502 112th St. E.
Tacoma, WA 98445
(253) 538-3300
McCallT@wsdot.wa.gov

6. AMENDMENT

6.1 This Agreement only may be amended by mutual agreement of both Parties and all of the signatories, or their replacements, listed in section 5.1. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

7. TERMINATION

7.1 Either Party may terminate this Agreement effective June 30th of each year upon written notification to the other Party before February 15st of that year. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination.

8. SUPERVISION and INDEPENDENT CAPACITY

8.1 The employees of each Party who are engaged in the performance of this Agreement shall continue to be employees of that Party and shall not be considered for any purpose to be employees of the other Party. Each Party shall be solely responsible for the supervision of its own employees.

9. INDEMNITY

9.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and/or authorized agents and (b) the CITY, its employees and/or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligent acts or omissions of each Party, its employees and/or authorized agents.

9.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

9.2 This indemnification shall survive the termination of this Agreement.

10. DISPUTES

10.1 In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint a third member to the Dispute Board. The Dispute Board shall review the facts relevant to the Agreement terms and applicable laws, statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. All costs for the additional appointed member shall be shared equally between the Parties.

11. VENUE

11.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington unless filing in another county is required per any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

11. RECORDS MAINTENANCE

11.1 For a period of not less than six (6) years from the date of payment for WSDOT TMC Olympic Region services, the Parties shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect the labor, equipment or material expended for inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either Party, the office of WSDOT Auditor, and federal officials so authorized by law. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

11.2 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties acknowledge and agree that the records are subject to disclosure pursuant to the Public Records Act, chapter 42.56 RCW.

11.3 By the end of the second week in January TMC will send CITY Maintenance and Operations the prior year's call data in an excel format.

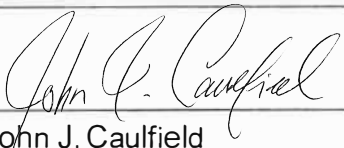

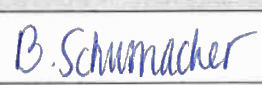

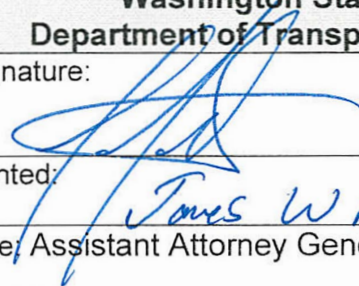
12. SEVERABILITY

12.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

13. NO THIRD PARTY BENEFICIARY

13.1 Nothing contained in this Agreement is intended nor shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last hereto below.

City of Lakewood		Washington State Department of Transportation	
Signature:		Signature:	
Printed:	John J. Caulfield	Printed:	Troy Cowan
Title:	City Manager	Title:	Assistant Region Administrator For Maintenance and Operations
Date:	12/8/2023	Date:	03/11/2024
City of Lakewood			
Signature:		Title:	City Clerk
Printed:	Briana Schumacher	Date:	12/8/2023
Approved as to Form Requesting Entity		Approved as to Form Washington State Department of Transportation	
Signature:		Signature:	
Printed:	Heidi Ann Wachter	Printed:	James W Nelson
Title:	City Attorney	Title:	Assistant Attorney General
Date:	12/8/2023	Date:	10 MAR 2024

GCB 3251 Exhibit A

Transportation Technician 3 Step M

<https://ofm.wa.gov/state-human-resources/compensation-job-classes/ClassifiedJobListing/SalaryRange/423>

\$6,676/month

Regular Cost Rate on 7/1/2023* Based on employee monthly salary
Avg Hrs / Month

\$ 64.94
174

*Cost Rate will fluctuate each
pay period

\$ 11,299.56

Administrative Costs approx 13%

\$ 1,468.94

Estimated Monthly Cost

\$ 12,768.50

17% Funded by City of Lakewood \$ 2,170.65
83% Funded by Pierce County \$ 10,597.86


2023-219 Washington State Department of Transportation and City of Lakewood

Final Audit Report


2024-03-11

Created:	2024-03-11
By:	Briana Schumacher (bschumacher@cityoflakewood.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcgSjP2l1tB4OPjYz6YOz5pdnqsNh0p6B

"2023-219 Washington State Department of Transportation and City of Lakewood" History

 Document created by Briana Schumacher (bschumacher@cityoflakewood.us)


2024-03-11 - 9:07:18 PM GMT- IP address: 70.35.122.11

 Document emailed to Troy Cowan (cowant@wsdot.wa.gov) for signature

2024-03-11 - 9:07:26 PM GMT

 Email viewed by Troy Cowan (cowant@wsdot.wa.gov)

2024-03-11 - 9:21:25 PM GMT- IP address: 104.47.64.254

 Document e-signed by Troy Cowan (cowant@wsdot.wa.gov)

Signature Date: 2024-03-11 - 9:54:05 PM GMT - Time Source: server- IP address: 198.238.213.149

 Agreement completed.

2024-03-11 - 9:54:05 PM GMT