

AM NO. 10-040 (C9)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: March 2, 2010

SUBJECT: **APPROVAL OF INTERAGENCY AGREEMENTS BETWEEN THE CITY OF REDMOND AND KING COUNTY: (1) AVONDALE ROAD INTELLIGENT TRANSPORTATION SYSTEM (2) STREET LIGHT MAINTENANCE AT NE 124TH STREET/REDMOND-WOODINVILLE ROAD**

I. RECOMMENDED ACTION:

Approve the attached two agreements between the City of Redmond and King County, and authorize the Mayor to sign the agreements:

1. Interagency agreement for the installation of fiber optic cable by King County along Avondale Road using city-owned conduit;
2. Interagency agreement for Redmond to assume the maintenance of King County-owned street lights along NE 124th Street that serve the signalized intersection at Redmond-Woodinville Road.

II. DEPARTMENT CONTACTS:

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Paul Cho, Traffic Operations Engineer	425-556-2751

III. DESCRIPTION:

King County is planning to construct Intelligent Transportation System (ITS) improvements on Avondale Road from Union Hill Road to NE 132nd Street. The City has been working with County staff to arrive at a design that is agreeable to both agencies.

As currently designed, the project will:

- Install fiber optic cable for the County from Novelty Hill Road to NE 132nd Street through city-owned conduits
- Install devices along the Avondale corridor to monitor vehicle travel times
- Install fiber optic cable for the City from Union Hill Road to Redmond Way
- Install conduit across Bear Creek along Redmond Way to facilitate fiber optic interconnect for signals on Redmond Way

The second agreement is a result of the City's planned improvement of the signalized intersection at NE 124th Street and Redmond-Woodinville Road. Five existing King County street lights west of the intersection will be connected to a Redmond electrical service cabinet. This agreement will:

- Grant the City permission inside the County right-of-way for standard maintenance requirements of the street lights such as lamp, photocell and wiring
- Maintain County repair and replacement responsibilities for the street light poles and foundations.

IV. IMPACT:

The first agreement will allow the City to share existing conduit space with the County to facilitate the County's fiber optic installation. The City will also allow the County to install traffic monitoring equipment on city-owned traffic signal poles along Avondale Road. In exchange, the County will build a new link for the City's fiber optic communications network across Bear Creek along Redmond Way and install a fiber optic connection between the downtown area and Avondale Road.

The second agreement will allow the City to operate and maintain all traffic safety devices serving the signalized intersection of NE 124th Street and Redmond-Woodinville Road. The five existing street lights will be connected to a Redmond service cabinet for power and become part of the overall maintenance program for the intersection.

There will be no capital costs to the City as a result of these agreements.

V. ALTERNATIVES:

The City Council could choose not to approve the attached agreements. If the first agreement is not approved, the County will stop its design for ITS improvements within City limits; along Avondale Road and Redmond Way.

If the second agreement is not approved, the City must incorporate provisions in its intersection improvement design to maintain electrical power service for the County. The five street lights that serve the intersection approach will be maintained by the County, which has a slower response time than City forces to outages.

VI. TIME CONSTRAINTS:

1. King County would like to complete design of their Avondale ITS project by Spring 2010.
2. The City is planning for construction of the intersection improvements to begin in June 2010.

VII. LIST OF ATTACHMENTS:

1. Interagency Agreement for the installation of fiber optic cable by King County using city-owned conduit
2. Interagency Agreement between City of Redmond and King County regarding the maintenance of county-owned street lights

_____/s/_____
William J. Campbell, Director of Public Works

2/19/10
Date

Approved for Council Agenda _____/s/_____
John Marchione, Mayor

2/19/10
Date

**INTERAGENCY AGREEMENT FOR THE INSTALLATION OF
FIBER OPTIC CABLE BY KING COUNTY USING CITY-OWNED CONDUIT**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”) and the City of Redmond (“the City”). The County and the City are collectively referred to as the “Parties.”

RECITALS

- A. The County has a Capital Improvement Project (CIP #100408) to install Intelligent Transportation System (ITS) improvements along Avondale Road corridor between Novelty Hill Road and NE 132nd Street (“Project”). The ITS improvements include the installation of fiber optic interconnect cable, CCTV cameras, and data collection stations.
- B. The completion of the County’s Project will provide high speed communication to the corridor from the King County Traffic Control Center via existing Avondale/Novelty Hill Road ITS improvements for remote operation and monitoring of the corridor. Additionally, this will complete the communication link to the unincorporated area that will be extended with future projects to Woodinville-Duvall Road.
- C. A section of the fiber optic cable that will be installed along Avondale Road will be located within the limits of the City.
- D. The City has existing underground conduit along Avondale Road suitable for the installation of the County’s fiber optic cable.
- E. The City has agreed to allow the County to use the City-owned conduit for the installation of the County-owned fiber optic cable.
- F. In consideration for the use of the City’s conduit by the County, the County will provide and install 48-strand fiber optic cable and other ITS related equipment purchased from grant funds that will be maintained and operated by the City.
- G. It is in the benefit of the public that the Parties enter into a cooperative agreement of this nature.

AGREEMENT

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to define the roles and responsibilities of the Parties regarding the use of the City’s underground conduit by the County in exchange for the provision

and installation of ITS related equipment for the City. This Agreement will also define the Parties roles and responsibilities with regards to the maintenance of the County-owned fiber optic cable and the City-owned conduit and ITS related equipment.

2. City Responsibilities

- 2.1 The City shall provide space inside an underground conduit along Avondale Road NE from Novelty Hill Road to NE 116th Street for one 48-strand fiber optic cable for the County's use.
- 2.2 The City authorizes the County to install approximately 5,800 lineal feet of County-owned 48-strand fiber optic cable within the City's underground conduit along Avondale Road NE from Novelty Hill Road to NE 116th Street.
- 2.3 The City shall review the project plans for the fiber optic cable installation within two weeks of the plans being submitted by the County to the City.
- 2.4 The County will provide the City with a technical memorandum ("Tech Memo") for the travel time measurement system ("system") to be installed on Avondale Road NE... The Tech Memo will provide information on travel time technologies and will be used to select a system. The City will review the Tech Memo within two weeks from the date the County submits it to the City. Once the Parties have selected a system, the County will draft engineering plans which will show the location and configuration of the equipment for the system. The City will review the draft engineering plans within two weeks from the date the County submits the plans to the City. If the City and the County can not agree on a mutually acceptable system or mutually acceptable locations and/or configurations of the equipment for the system, no system will be installed within the City limits, and all other provisions of this agreement shall remain in effect.
- 2.5 The City shall be responsible for all costs associated with the installation, operation, and maintenance of the ethernet modems provided by the County per Section 3.5.
- 2.6 The City may provide an inspector to inspect the fiber optic cable installation for both the County and City cables. The cost of this inspector shall be the responsibility of the City. The cost associated with construction inspection as part of the right-of-way use permit detailed in section 3.6 shall be the responsibility of the County.
- 2.7 The City shall provide a right-of-way use permit, shoreline and clear and grading permits (as required by City Code) to work within the City's right-of-way in accordance to this Agreement. The County shall reimburse the City for the actual permit fees.

3. County Responsibilities

- 3.1 The County shall submit the Tech Memo and draft engineering plans to the City for

- review and approval.
- 3.2 The County shall install 5,800 lineal feet of 48-strand fiber optic cable within the City's conduit per the installation plans approved by the City. The County shall provide all equipment and labor necessary to access the conduit and install the fiber optic cable. The County shall be responsible for all costs associated with the installation of the County's fiber optic cable.
 - 3.3 If the County and the City reach agreement on installation of a mutually acceptable system, the County shall install equipment to measure vehicle travel times on Avondale Road NE at mutually agreed locations between the interchange with State Route 520 and the intersection with NE 116th Street. The County shall be responsible for all costs associated with the installation of the County-owned equipment including the cost of field modifications during construction, if needed, as determined by the City.
 - 3.4 In consideration for the use of the City's conduit by the County, the County shall provide and install approximately 2,800 lineal feet of 48-strand fiber optic cable that will be operated and maintained by the City. The fiber optic cable will run along NE Redmond Way (State Route 202) from State Route 520 to 170th Avenue NE, and then along 170th Avenue NE to Avondale Way NE. The City's fiber optic cable will be installed in existing underground conduit where available. New underground conduit will be installed where required. In conjunction with the installation of this fiber optic cable for the City, the County shall provide the following:
 - A. Installation of approximately 1,700 lineal feet of 2" conduit by boring and/or trenching beneath existing sidewalks, shoulders, and vegetated areas;
 - B. Restoration of the affected sidewalks, shoulders, and vegetated areas as required by the City;
 - C. Installation of approximately 100 lineal feet of 2" conduit to be attached to an existing bridge over Bear Creek located on NE Redmond Way;
 - D. Installation of an underground cable vault at the northwest terminus of the cable system to be located at the intersection of Avondale Way NE and 170th Avenue NE;
 - E. Installation of underground fiber pull boxes as required to install the cable (approximately three); and
 - F. Installation of a patch panel at the southeast terminus of the cable system to be located within an existing fiber optic cabinet near the intersection of State Route 202 and State Route 520.
 - G. Upon installation of the fiber optic cable and patch panels, testing shall be completed per the City fiber testing specifications.
 - H. The County shall be responsible for all costs associated with the installation of the fiber optic cable to be operated and maintained by the City including the cost of field modifications during construction, if needed, as determined by the City.
 - 3.5 In further consideration for the use of the City's conduit by the County, the County shall

provide the City with eight ethernet Ruggedcom modems to be installed by the City. The County shall not be responsible for any costs associated with the installation, operation, and maintenance of these modems. The manufacturer's warranty shall be transferred or extended to the City.

- 3.6 The County or its contractor shall apply for a right-of-way use permit to work within the City's right-of-way in accordance to this Agreement. The permit shall include traffic control plans for review and approval by the City. The County shall also be responsible for obtaining all necessary permits required to work within the State's right-of-way.

4. Payment

- 4.1 The County shall pay the City for actual inspection costs associated with construction inspection attributable to the right-of-way use permit detailed in section 3.6.
- 4.2 The City shall bill the County for actual expenses incurred, on no more than a monthly basis. These bills will reflect actual inspection costs.

5. Maintenance and Ownership

- 5.1 The County shall own, operate, and maintain and/or repair the fiber optic cable installed along Avondale Road NE from the existing Communication Hub at Novelty Hill Road to the City limits at NE 116th Street as the County deems necessary for its purposes. The County is responsible for all costs associated with the operation and maintenance and/or repair of the County-owned fiber optic cable.
- 5.2 The County shall own, operate, and maintain and/or repair the equipment to measure vehicle travel times on Avondale Road NE between the interchange with State Route 520 and the intersection with NE 116th Street. The County is responsible for all costs associated with the operation and maintenance and/or repair of the County-owned equipment.
- 5.3 The City shall continue to own and maintain the conduit being used by the County at City cost. If conduit damage is discovered, the City shall make any necessary repair to the conduit per standard operating practice.
 - 5.3.1 Should repair be required on both the conduit and the County-owned fiber optic cable, the Parties shall coordinate the repairs to minimize the down time of the fiber optic cable.
 - 5.3.2 Costs shall be separated whereby the City shall bear the costs to repair the conduit and the County shall bear the costs to repair the fiber optic cable.
- 5.4 The City shall operate and maintain the fiber optic cable, conduit, and other fiber equipment purchased and installed by the County for the City as listed under Sections 3.4 and 3.5 after Project acceptance by the County. The City shall then be responsible for the

operation, maintenance, and/or repair of the fiber optic cable, fiber equipment, and conduit as the City deems necessary for its purposes. The City is responsible for all costs associated with the operation and maintenance and/or repair of these fiber optic cable, fiber equipment, and conduit.

- 5.5 The City shall issue an extended right-of-way use permit to the County for the County-owned fiber optic cable installed within the City's right-of-way.

6. Fiber Usage and Modification

- 6.1 South of Novelty Hill Road: The County has 6 strands of fibers within the City-owned 48-strand fiber optic cable provided through a separate project south of Novelty Hill Road along Avondale Road. The Project will utilize these fibers for necessary communications links south of Novelty Hill Road.
- 6.2 North of Novelty Hill Road: Since the County-owned fiber optic cable and the City-owned fiber optic cable north of Novelty Hill Road are independent of each other, no shared usage of these cables is envisioned. Should some rationale emerge that would make mutual use of any portion of the County-owned and City-owned fiber optic cables located north of Novelty Hill Road desirable, the Parties shall meet and negotiate a possible modification to this Agreement.

7. Term of Agreement and Termination

- 7.1 This Agreement shall begin on the date this Agreement is executed and shall remain in effect indefinitely unless both Parties meet and negotiate amendments, or termination, to this Agreement.
- 7.2 Termination of this Agreement shall only be after both Parties have met and agreed to the terms of the termination. Notice of intent to terminate this Agreement shall be provided, in writing, at least 180 days in advance of intended date in order to allow the Parties to mutually meet regarding terms.
- 7.3 Termination of this Agreement shall include a mutually agreed upon disposition of owned equipment. Notwithstanding the preceding paragraphs, the City shall retain the right to terminate this agreement at any time with 180 days notice to the County if the City determines the need for additional conduit capacity on Avondale Road.
 - 7.3.1 If the City decides to terminate this Agreement over the objection of the County, the City shall reimburse the County and the granting agency (United States Federal Highway Administration) for the depreciated value at the time of termination of the costs of all equipment and fiber optic cable purchased and/or installed by the County for the City as defined under Section 3.4 and 3.5.
 - A. The depreciated value shall be calculated using a depreciation rate of 5% per year of the original value of all equipment and fiber optic cable purchased

and/or installed by the County for the City.

- B. The original value shall be based on actual costs of all equipment and fiber optic cable purchased and/or installed by the County for the City including all associated costs of installation, engineering, project management, inspection, and permitting.
- C. The cost estimate for the original value as described above in Section 7.3.1 B is approximately \$263,400 attached hereto as Exhibit 1. Upon completion of the Project, actual cost information will be provided to the City and will be attached and made part of this Agreement as Exhibit 2.

7.3.2 Reimbursement to the County and the US FHWA shall be made no later than the termination date of this Agreement.

8. Liability

Washington State law shall govern the respective liabilities of the Parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to it.

9. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County or the City during the term of this Agreement and three years after expiration or termination.

10. Other Provisions

- 10.1 The County shall be deemed an independent contractor for all purposes, and the employees of the County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees of the City.
- 10.2 Nothing contained herein is intended to, nor shall be construed to create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 10.3 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 10.4 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Parties.
- 10.5 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

10.6 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

10.7 This Agreement may be amended only by an instrument in writing, duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

KING COUNTY

CITY OF REDMOND

Linda Dougherty, Division Director
Road Services Division

John Marchione, Mayor

Date

Date

APPROVED AS TO FORM:

ATTEST: _____
City Clerk

Deputy Prosecuting Attorney

APPROVED AS TO FORM:

Attorney for City

EXHIBIT 1

Avondale ITS Phase I (100408)				
Cost Estimate for Work in City of Redmond				
Conduit across bridge	100	LF	\$75.00	\$7,500.00
Boring and conduit	1700	LF	\$100.00	\$170,000.00
Cement Concrete Sidewalk Replacement	100	SY	\$60.00	\$6,000.00
Fiber Pull Boxes	3	EA	\$2,000.00	\$6,000.00
Cable Vault	1	EA	\$2,500.00	\$2,500.00
48/smfo in conduit	2800	LF	\$5.00	\$14,000.00
Ethernet modems	8	EA	\$1,500.00	\$12,000.00
Splice enclosure	1	EA	\$1,500.00	\$1,500.00
Subtotal construction				\$219,500.00
Design				\$43,900.00
Total				\$263,400.00

**AGREEMENT BETWEEN
CITY OF REDMOND AND KING COUNTY
REGARDING THE MAINTENANCE OF COUNTY-OWNED
STREETLIGHTS**

THIS **AGREEMENT** is made and entered into by and among King County, a political subdivision of the State of Washington, hereinafter called the “County” and the City of Redmond hereinafter called the “City”. The County and the City are collectively referred to as the “Parties”.

RECITALS

- A. On March 20, 2007, the City approved City ordinance number 2330 to revise its corporate limits at NE 124th Street and the intersection at Redmond-Woodinville Road. This boundary revision moved the City’s jurisdictional boundary from the south side of NE 124th Street right-of-way to the north side of the NE 124th Street right-of-way. With the County’s concurrence and passage of county ordinance number 15890, the intersection of NE 124th Street and Redmond-Woodinville Road (“Intersection”) is now within the City’s jurisdiction.
- B. The City has a project at the Intersection to modify the traffic signal and the street lights at and near the Intersection. As part of the construction project, the street light circuitry on the east and south legs of the Intersection will be modified to tie into the City’s system.
- C. Five street lights located on the west leg of the Intersection that were not included in the City’s boundary revision remain County-owned street lights as identified on Exhibit 1. These five street lights are isolated from any other County owned street lights in the vicinity.
- D. The City proposes to tie these five County street lights to the City’s system at the Intersection.
- E. The Parties agree that it is mutually beneficial that the County street lights are tied into the City system.

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

AGREEMENT

1. COUNTY RESPONSIBILITIES

- 1.1 The County agrees to allow the City to tie the five County street lights located on NE 124th Street to the west of Redmond-Woodinville Road to the City’s street light circuitry per the approved plans by the City.

- 1.2 The County shall retain the responsibilities for repair or replacement of the street light poles, arms, conduit from J-box to foundation and the foundation of the five County street lights, excluding items listed in Section 2.3 below.
- 1.3 The County hereby grants the City right-of-entry into the right-of-way of the County for the purpose of performing any and all tasks necessary to maintain the County street lights per Section 2.3 of this Agreement.

2. CITY RESPONSIBILITIES

- 2.1 The City shall provide the County with a review copy of specifications and plans regarding all proposed construction work which will impact the County-owned street lights identified on Exhibit 1.
- 2.2 As part of the City's project, the City shall add the five County-owned street lights identified on Exhibit 1 to the City's street light circuitry at the Intersection.
- 2.3 The City shall maintain the electrical and lighting components related to the County street lights in a manner consistent with maintenance of City owned street lights.
 - 2.3.1 Electrical components shall include the following:
 - a. Wire
 - b. Conduit from J-box to electrical service
 - c. Electrical Service Cabinet
 - 2.3.2 Lighting components shall include the following:
 - a. Lamps
 - b. Photocells
 - c. Ballasts
 - d. Fixtures including the fuses
- 2.4 The City shall be responsible for all costs associated with the City's maintenance of the electrical and lighting components related to the County street lights as defined in Section 2.3.
- 2.5 The City shall also be responsible for all costs associated with providing electrical power to the County street lights.
- 2.6 The City shall be responsible for underground utility locates.
- 2.7 The City shall notify the County prior to carrying out routine maintenance of the electrical and lighting components related to the County street lights as defined in Section 2.3 that will require the cutting of power to these lights.

3. DURATION/TERMINATION

3.1 This Agreement shall be effective upon signature by both parties and shall remain in effect until such time as the agreement is terminated by either party with a certified letter of termination addressed to the other party. The termination date shall be no less than 180 days from the date of the certified letter.

3.2 In the event of termination, the terminating party shall:

3.2.1. Provide and install a new service cabinet meeting County specifications to provide service to the County street lights and provide and install all additional materials and labor necessary to provide a fully functioning street light system for the five County street lights identified on Exhibit 1.

3.2.2. The other Party shall be released from any further obligations under the Agreement.

4. FORCE MAJEURE

The Parties' performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the City and the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the City and the County.

5. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally, the parties may agree in writing to an alternative dispute resolution process.

6. LIABILITY

Washington State law shall govern the respective liabilities of the Parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to it.

7. OTHER PROVISIONS

7.1 Nothing contained herein is intended to, or shall be construed to, create any rights in any person or entity not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any person or entity not a signatory to this Agreement.

- 7.2 Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.3 The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 7.4 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Parties.
- 7.5 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 7.6 This Agreement may be amended only by an instrument in writing, duly executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed below.

KING COUNTY

CITY OF REDMOND

Linda Dougherty, Division Director
Road Services Division

John Marchione, Mayor

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

