

**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

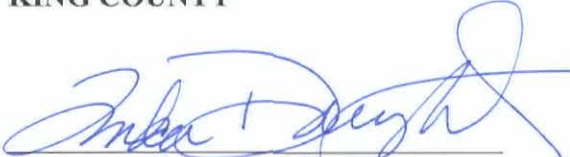
7.1 Nothing contained herein is intended to, or shall be construed to, create any rights in any person or entity not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any person or entity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

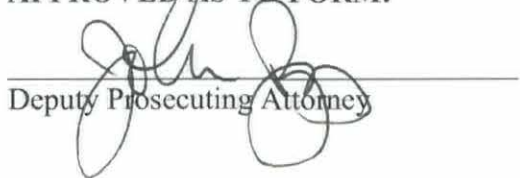

 John Marchione, Mayor

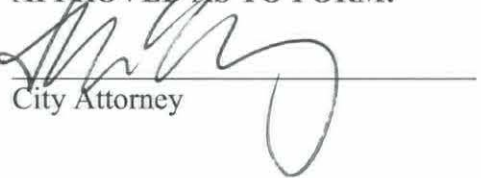
March 29, 2010
 Date

3/11/10
 Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:


 Deputy Prosecuting Attorney


 City Attorney

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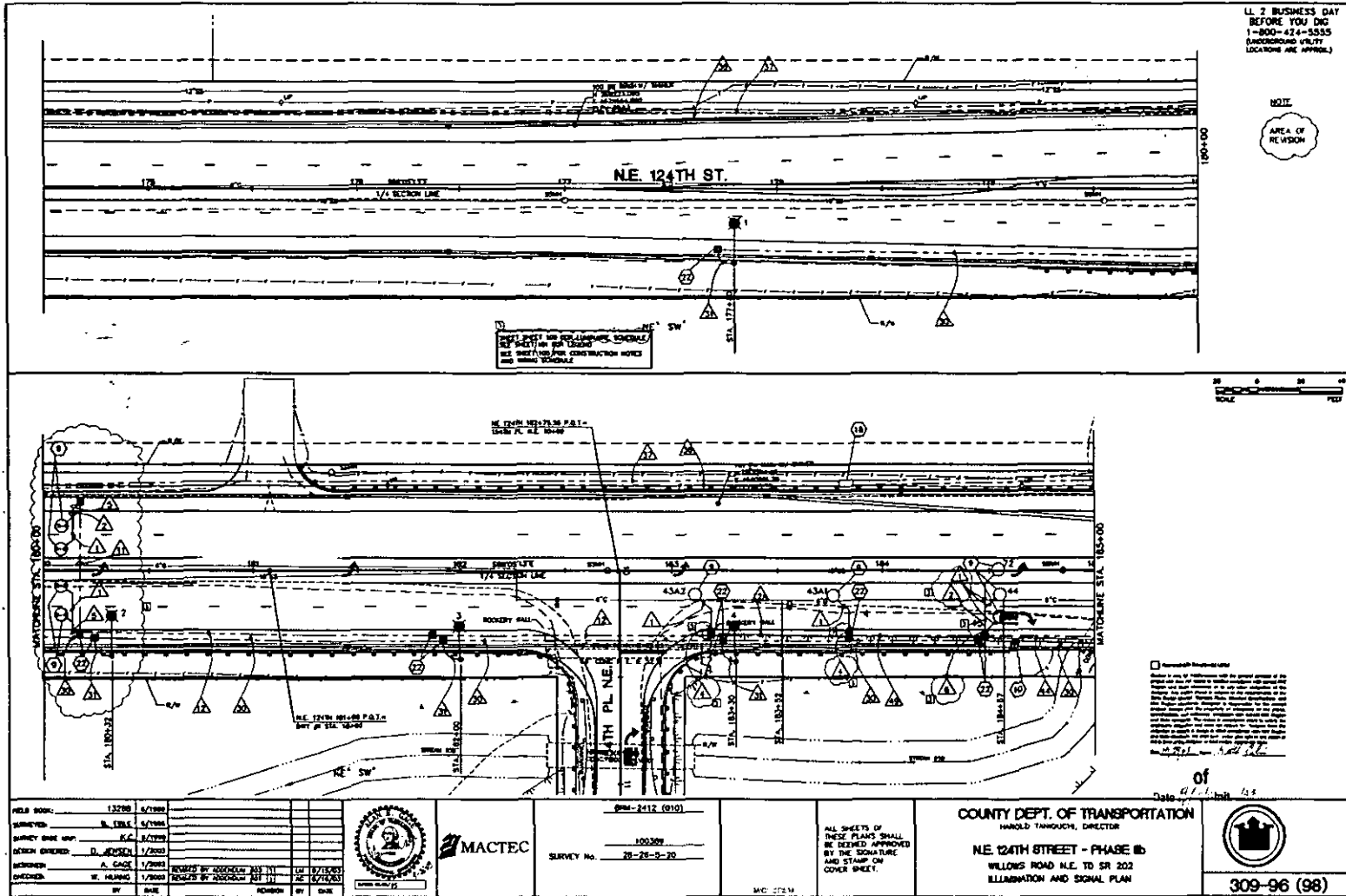
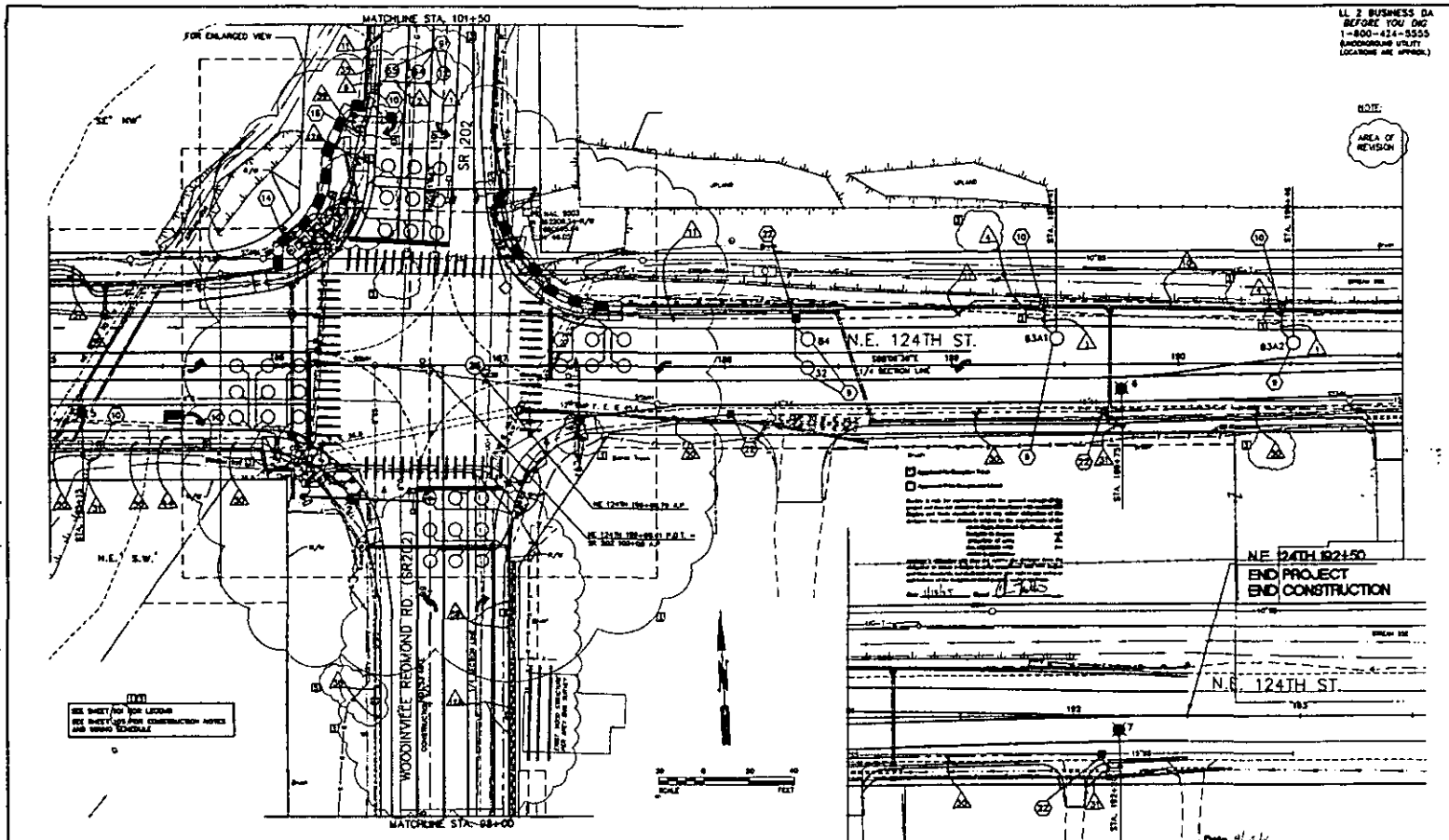


EXHIBIT 1



LL 2 BUSINESS DA
BEFORE YOU DIG
1-800-424-5555
BIDDING AND UTILITY
LOCATION AND APPROX.

DATE:
AREA OF REVISION

SEE SHEET FOR THE LOCATION
OF SHEET PINS FROM CONSTRUCTION NOTES
AND WISMA SCHEDULE

NOTES

1. All utility lines shown on this plan are approximate locations. The contractor shall verify the exact location and depth of all utility lines before construction.
2. All utility lines shall be protected by trench shields or other appropriate means during construction.
3. All utility lines shall be restored to original condition or better after construction.
4. All utility lines shall be marked with reflective tape or other appropriate means.
5. All utility lines shall be marked with the appropriate color and symbol.
6. All utility lines shall be marked with the appropriate depth.
7. All utility lines shall be marked with the appropriate diameter.
8. All utility lines shall be marked with the appropriate material.
9. All utility lines shall be marked with the appropriate location.
10. All utility lines shall be marked with the appropriate date.

NE 124TH 62+50
END PROJECT
END CONSTRUCTION

N.E. 124TH ST.



FIELD NO.	13209	9/1999
SURVEYOR	B. ZIEGLER	9/1999
DESIGN ENGINEER	D. A. CHACE	1/2001
CHECKED BY	W. HARRIS	9/2003



PROJECT No. 100282
SURVEY No. 28-28-9-20

ALL SHEETS OF THESE PLANS SHALL BE CHECKED AND APPROVED BY THE SIGNATURE AND STAMP ON COVER SHEET.

COUNTY DEPT. OF TRANSPORTATION
HAROLD TANGUICH, DIRECTOR
NE 124TH STREET - PHASE II
WILLOWS ROAD N.E. TO SR 202
ILLUMINATION AND SIGNAL PLAN



309-96 (99)