

**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

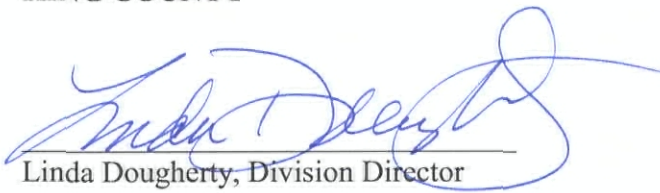
- 10.1 The County shall be deemed an independent contractor for all purposes, and the employees of the County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees of the City.
- 10.2 Nothing contained herein is intended to, nor shall be construed 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.

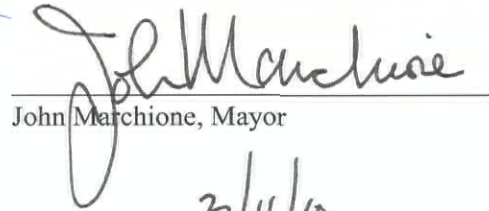
KING COUNTY



Linda Dougherty, Division Director
Road Services Division

March 26, 2010
Date

CITY OF REDMOND



John Marchione, Mayor

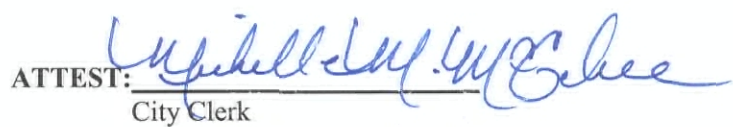
3/11/10
Date

APPROVED AS TO FORM:



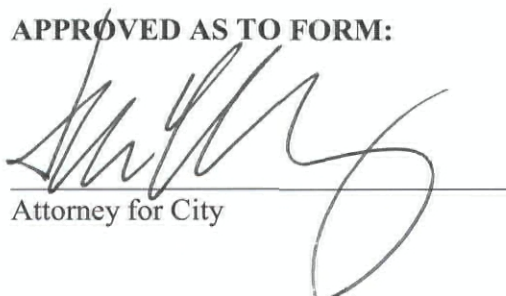
Deputy Prosecuting Attorney

ATTEST:



City Clerk

APPROVED AS TO FORM:



Attorney for City

