Puget Sound Regional Council

Regional Concept of Transportation Operations
Signal Operations Agreement Template

Submitted to the Regional Traffic Operations Committee
by IBI Group
May 28, 2010
## DOCUMENT CONTROL

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1. INTRODUCTION

This document provides a template for the development a Memorandum of Agreement that agencies can use as they move forward in implementing and operating multijurisdictional Intelligent Transportation Systems (ITS) and coordinated signal operations projects that follow the framework of the Regional Concept of Transportation Operations (RCTO). This agreement template is the last task in developing the RCTO, which identifies the relationships, procedures, and resource arrangements needed to operate multijurisdictional arterial corridors. The successful implementation of the physical improvements recommended by the recently-completed Regional Intelligent Transportation Systems (ITS) Implementation Plan (RITSIP) will rely on the adoption of the RCTO strategies by partnering agencies and jurisdictions.

The example clauses and text included in this template are not intended to be a legal document, and it is expected that partners implementing multijurisdictional ITS projects will develop their own specific detailed agreement dependent upon the required legal clauses of each participating agency and the scope of the project.

Instead, this template provides an Example organization, structure and example clauses to serve as a starting point for developing a customized agreement. The assumptive scenario behind the template is that a partnership of several agencies has formed for the purpose of cooperatively operating a multijurisdictional corridor and applying the strategies identified in the RCTO. These strategies would include:

- Cooperative development of signal timing plans by all partners
- ITS, communications and signal upgrades identified as needed to support remote corridor operations from a traffic management center (TMC).
- Visibility to the corridor from any partner agency TMC
- Center-to-Center (C2C) communications (if feasible) between partner agency systems
- Operations coverage and support during off hours
- One agency identified as the “Lead Agency” with primary responsibility for coordinating and championing the project. Ideally, the Lead Agency would also have sole/primary operating responsibility for the corridor, although this may vary depending on the location and systems on the corridor.
- Ongoing performance monitoring and reporting of project benefits.

The example clauses provided in this template were identified through review of other local and national interagency traffic operations agreements, including:

- Las Vegas Area Traffic Control System Agreement
- Spokane Region TMC Interlocal Agreement
- Los Angeles County Department of Public Works – City of Gardena Signal Synchronization Cooperative Agreement
• City of Lynnwood/City of Edmonds Traffic Signals Maintenance and Operations Agreement

• City of Redmond – City of Bellevue Traffic Signal Operations and Maintenance Agreement

• City of Bellevue Resolution 6619 authorizing an Interlocal Agreement with the Washington State Department of Transportation for Signal Maintenance and Operation

• Interagency Agreement between King County and City of Kent for the traffic signal located at 40th Avenue South and South 272nd Street

• King County Speed & Reliability Partnership Agreement with Cities of Bellevue and Redmond

• Agreement on the Design, Construction, Ownership, and Maintenance of the A-Line RapidRide Fiber Optic Project Between King County, City of SeaTac, City of Des Moines, City of Kent, City of Federal Way

• DRAFT Agreement between the City of Federal Way and King County for the Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project

In general, there are not many examples nationally of multijurisdictional corridor operations and corresponding agreements. The documents reviewed provided insight into the breadth and scope of the typical interlocal agreement. The above examples are provided for reference in Appendix A.

2. **MAJOR TOPICS**

2.1 Declarations

This section would provide “whereas” declaration statements to serve as the opening to the agreement. Most agreements have these preambles to state the reasons for establishing the agreement, including past events, acts and/or legislation that resulted in the need for the agreement.

2.1.1 EXAMPLE LANGUAGE

WHEREAS the Regional Traffic Operations Committee (RTOC) was established by its charter to promote a collaborative and coordinated approach to regional traffic operations investments and practices in the Central Puget Sound region with an emphasis on:

1) Traffic signal enhancement and system coordination;

2) Regional traffic operations at the arterial and freeway levels; and,

3) Intelligent Transportation Systems (ITS); and

WHEREAS the Puget Sound VISION 2040 long-range transportation policies call for prioritizing maintenance, preservation and operation of existing transportation assets before investing in new capacity; and
WHEREAS the RTOC has collaboratively developed a Regional Intelligent Transportation Systems (ITS) Implementation Plan and Regional Concept of Transportation Operations to guide the deployment and operation of ITS and signal improvements along key multijurisdictional arterial corridors; and

WHEREAS the Project corridor is one that has been identified by a consensus of the partnering agencies and the RTOC and is included in the Regional ITS Implementation Plan; and

WHEREAS Federal Rule 940 requires that Federally-funded ITS projects comply with the Regional ITS Architecture as maintained by the Puget Sound Regional Council;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated herein by reference, this Memorandum of Agreement (MOA) is entered into between the following agencies:

collectively referred to as “the Parties”.

This Agreement describes the specific duties and responsibilities of the Parties with respect to designing, building, operating and maintaining the Puget Sound Regional Intelligent Transportation Systems (ITS) Program with respect to the identified corridor.

2.2 Definitions

A glossary of terms should be provided if the agreement uses unique technical or programmatic terms. Some terms used in this template include:

- Intelligent Transportation Systems (ITS): The application of advanced technologies to enhance the operation and management of a transportation system, including advanced traffic control and monitoring systems and supporting communications.

- Traffic Management Center: May be designated as primary or jurisdictional, if operational responsibilities or control capabilities are shared between multiple centers.

- Traffic Signal Control System: The software package identified by the Parties as the system that will be used to run the corridor, if a single system is to be implemented.

- Project: The project as defined in the Scope of Work for the agreement

- Program: The overall regional implementation of coordinated signal operations and multijurisdictional ITS in the Puget Sound Region.

Additional defined terms should be capitalized when used throughout the agreement to indicate that they have a specified definition for the purposes of the agreement.

2.3 Project Scope and Definition

This section of the agreement should define the project scope and geographical limits. High level tasks in the project scope would include:

- Setting goals and identifying desired outcomes.
• Identifying the operational strategy to be implemented on the corridor

• Implementing the project. The Regional Signal Operations Strategy for the RCTO identified an implementation strategy approach for multijurisdictional projects.

• Geographic limits and jurisdictions involved.

• Equipment to be purchased and installed (controllers, communication links, etc)

• Services to be provided (timing plan development, center to center system interfaces, design, construction administration etc.)

• Monitoring and maintaining the project.

The detailed scope of work would be developed separately by the parties, but could be included as an attachment to the agreement.

2.3.1 EXAMPLE LANGUAGE

The Project corridor is defined as comprising the following roadway(s) as follows:

<table>
<thead>
<tr>
<th>Roadway Name(s):</th>
<th>From (Milepost or Intersection):</th>
<th>To (Milepost or Intersection):</th>
<th>Located in Jurisdiction:</th>
<th>Signals Operated by:</th>
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</table>

(Attach map of Project corridor.)

The Project is defined to include Intelligent Transportation Systems and/or signal timing and operations improvements as described in the attached Scope of Work.

(Attach detailed Scope of Work for each Project partner)

The Parties agree to perform work in-house, or to procure qualified contractor/consultant services, to upgrade signal system, ITS and communications equipment for both field and central office locations, as necessary to support the Scope of Work.

(If Required) The Parties agree to install the following equipment and communication infrastructure.

(describe)

2.4 Project Parties

This section lists the parties to the agreement. Per the RCTO Concept of Operations, the parties would include:
• Lead Agency: Primary role in operating corridor, including developing and implementing signal timing plans with input from partners; day-to-day operations; before and after analysis; and responding to inquiries from the public (either received directly or forwarded from a partner agency).

• Partner Agencies: Secondary role in operating corridor, including operating signals that are not centrally controlled or that are spaced at such a distance from other corridor signals that there is not a need for coordination. Partner agencies maintain the ability to control their signals that are operated by the lead agency. Partner agencies may also lead the implementation of physical improvements in their jurisdiction.

• Contract Agency: The contract agency is one that does not operate signals and instead contracts with a lead or partner agency for these services. The contract agency may provide data collection or other input for decision support and the development of timing plans.

• Oversight: Depending on any oversight/reporting stipulations attached to the project funding package, the partners may wish to designate an oversight committee for the implementation, operation and ongoing performance monitoring of the project. This could be the RTOC, PSRC, FHWA or another party.

• Other Participating Stakeholders: Transit and emergency response agencies are often interested in access to data and video. Travel time and traffic count data can be of particular interest for transit service planning. These agencies may also have data that is of interest to traffic agencies.

2.4.1 EXAMPLE LANGUAGE

The __________ is a designated _____________, whose responsibilities are fully described under the Design and Implementation section of this Agreement and the Project Scope of Work.

2.5 Administration

The partners may wish to identify an entity with overall administrative responsibility for the project, particularly if the partners are working from a single pot of funds. Administration would include ensuring compliance with any reporting requirements, channeling of funds, and general program management. These duties should be detailed in the agreement. If contractors will be retained for some portion of the work, contractor oversight responsibilities should be detailed as well.

2.5.1 EXAMPLE LANGUAGE

_______ shall serve as Project Administrator. Project Administrator responsibilities shall include:

a. Initiating Project with a “kick-off” meeting amongst all participants
b. Managing Project budget and progress payments, including transfer of funds
c. Managing Project timeframe, major milestones and deliverables from contractors
d. Assigning responsibilities amongst participating agencies
2.6 Insurance and Indemnification

This section describes the insurance and indemnification requirements. These clauses ensure that each agency carries the necessary insurance coverage and indemnifies each agency against claims from its partners.

2.6.1 EXAMPLE LANGUAGE

It is understood that each individual Party will be responsible for any loss, damage, liability, cost or expense caused by the actions or non-actions of its employees, servants or agents which may arise under this Agreement.

It is further agreed that when injury or damage to person or property has occurred in any Party’s jurisdiction, that it shall indemnify, defend and hold harmless the other Parties hereto, or any of its officers or employees from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs and expenses which its officers or employees may suffer, or which may be sought against, recovered from, or obtainable against said Party, its officers or employees.

2.7 Design and Implementation

This section identifies the roles and responsibilities for implementing the scope of work, as applicable. Any of these items of responsibility may be performed by a contractor or vendor on behalf of the designated Party.

2.7.1 EXAMPLE LANGUAGE

a. Plans, Specifications and Estimates: Implementation and installation of the components of the Project will be according to plans and specifications prepared on behalf of the _____ and which are reviewed and approved by the other Parties to this Agreement. The implementation of the Project plans and specifications shall be the prime responsibility of the _____ with monitoring by ______.

b. Procurement Management. The _____ shall procure contract support for the Project. The _____ shall be responsible for identifying requirements, costs, issues, and risks for the procurement. The _____ shall track contract modifications, deliverables, and contract correspondence.

c. TMC Upgrades: The ______ shall be responsible for Primary TMC upgrades. The master control hardware and any other equipment necessary to the operation of the Primary TMC shall be provided by the ______. Upgrades to jurisdictional TMCs owned by the __________ shall be the responsibility of the ____________.

d. Traffic Signal Control System: The ______ shall be responsible for initiating and supervising installation of all new equipment, or the restructuring of existing equipment necessary to the installation and operation of the Traffic Signal Control System.

e. Transit Signal Priority: The _____ shall be responsible for the design and implementation of Transit Signal Priority equipment within the Project.
f. Communications Network: The _____ shall be responsible for the installation of various communication components necessary to the operation of the System.

g. ITS Field Equipment. The _____ shall be responsible for the installation of various ITS field equipments necessary to the operation of the System.

h. Signal Controllers and Cabinets. The _____ shall be responsible for the installation of various signal controllers and cabinets necessary to the operation of the System.

i. Control Software: The _____ shall be responsible for the installation of various control software necessary to the operation of the System.

j. C2C Interface. The __________ shall be responsible for developing, testing and maintaining a C2C interface between _______________ systems.

k. Construction Management: The __________ shall manage all Project-related construction contracts, such as budgets and timeline and cost tracking and verify all conditions of each contract are met.

l. System Integration and Testing: The ______ shall be responsible for system integration and testing of new system components. The _____ shall monitor system tests to ensure that the subsystems function together as a single system.

m. Commissioning: The _____ shall be responsible for commissioning the System. The _____ shall monitor system tests to ensure that all components are fully installed, have met functional requirements, and are ready to commence operations.

n. Training: The ________ shall be responsible for providing training to ________ on the operation and/or maintenance of the following new components: ________________

o. Documentation: The ______ shall be responsible for preparing, tracking and storing Program documents.

2.8 System Operation

This section describes the process for identifying and maintaining the corridor Signal Control Strategy and Operational Strategy, as well as responsibilities for Maintenance and Replacement Parts.

Coordinated signal systems range widely in complexity and level of integration. All parties should agree on a signal control strategy that best suits the corridor. The signal timings and overall systems operations must be regularly maintained. This will be a continuous ongoing effort. Documentation logs of maintenance activities can be useful in assessing system performance, determining required resources, and indicating future improvement needs. The frequency of timing plan reviews should be agreed upon by all parties, and performed at a rate that is supportive by the participating agencies and serves the public’s best interests.

2.8.1 EXAMPLE LANGUAGE

The day-to-day operation of the corridor shall be the responsibility of the _______.

a. Signal Control Strategy: The __________ shall operate the Traffic Signal Control System in accordance with the operational strategy developed by the Parties. Subsequent
deviations or changes in the initially adopted and implemented operational strategy, responding to newly identified needs of the Traffic Signal Control System, shall be approved by the Parties in the Agreement.

b. Operational Strategy: During that period of time determined to be priority time by the Parties, the Traffic Signal Control Center shall preempt the control of those traffic signal subsystems and individual traffic signals located within the jurisdictional boundaries of the jurisdictional operators for purposes of providing arterial and network coordination according to previously approved traffic signal timing plans. During the periods of non-priority time, the Partner Agency, at its option, provide the Lead Agency with its own traffic signal timing plans and strategy for the purpose of controlling traffic within the boundaries of the Partner Agency.

c. Timing Plan Maintenance: The Parties shall be responsible for reviewing the timing plans once every _____ months/years. The Parties agree to participate in timing plan review meetings and data collection efforts as needed to adequately maintain the timing plans to meet the stated performance goals of the Program. The Parties agree to notify all other Parties as soon as reasonably possible if any adjustments are made to signal timing outside of agreed scenarios.

d. System Maintenance: Each Party shall be responsible for maintaining the currency and functionality of their own Traffic Signal Control System. Maintenance, upgrade and repair may be provided by the system vendor under contract to the Party or by the Party’s own qualified staff.

e. Replacement Parts: The Parties shall each be responsible for purchasing and installing replacement parts for implementation within their jurisdiction, unless such replacement falls within the scope of a Maintenance Agreement with another entity.

2.9 Performance Monitoring

Performance monitoring of agreed parameters helps to ensure that the beneficial results of the project effort are documented and can be used as a case for future funding requests and program expansions. The partners’ commitment to performance monitoring and verifying that the project resulted in the anticipated benefits to traffic flow and operations should therefore be included in the agreement. The identification and adoption of regional performance measures has been identified as a future RTOC initiative.

2.9.1 EXAMPLE LANGUAGE

The Parties agree to jointly prepare a written performance analysis of the corridor road network performance and signal operations along the Project corridor before and after the implementation of this Agreement, within ____ months of implementation.

The Parties agree to collect all data necessary to assess the performance of the Project corridor per the regional performance measures identified by the RTOC.

2.10 Funding

Funding is always at the heart of every project or program. In the case of a multijurisdictional project where multiple agencies may have partnered to pursue a grant funding, or have agreed to pool funds for a mutually-beneficial result, the agreement will need to cover the collection and dispersal of such funds, and how they are to be used. The amount of funds to be provided by each agency
may be assessed in a number of ways, including a lump sum; the cost to complete a specific scope of work; a percent match; an in-kind donation of staff time or equipment; and/or a cost per-signal or per-mile of corridor improvements. The partners will need to consider both implementation costs as well as ongoing maintenance and operations costs. If a lead agency is taking on the operations and maintenance duties for the corridor, the parties may agree to compensate the lead agency on an invoiced basis for their time and materials.

2.10.1 EXAMPLE LANGUAGE

a. Implementation: Payment of all costs for implementation shall be funded through Program or Project funds where available for payment of such costs. If Program or Project funds are not available for the payment of such costs in full, then the Parties agree to share such costs as described:

<table>
<thead>
<tr>
<th>Party</th>
<th>Implementation Contribution (Dollar Amount)</th>
<th>Type (Funds, Staff Time, Equipment, etc)</th>
<th>Frequency (One-Time, Annual, Per Invoice, etc)</th>
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</thead>
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</table>

b. Ongoing Operations and Maintenance: Payment of all costs for operations and maintenance shall be funded through Program or Project funds where available for payment of such costs. If Program or Project funds are not available for the payment of such costs in full, then the Parties agree to share such costs as described:

<table>
<thead>
<tr>
<th>Party</th>
<th>O&amp;M Contribution (Dollar Amount)</th>
<th>Type (Funds, Staff Time, Equipment, etc)</th>
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</table>

i. Collection and Disbursal of Funds. At the beginning of each __month/quarter__ of the fiscal year the Lead Agency shall notify the Parties to this Agreement as to the amount of their funding share in the cost of operating and maintaining the Project for that __month/quarter__. Within ____ days from notification, the Parties shall remit to the Lead Agency their contribution to the ongoing funding of the Project.

ii. Funds derived from the individual Parties shall be deposited by the Lead Agency into an account established solely for the purpose of paying operation and maintenance expenses of the Project. The Lead Agency shall have authority to issue drafts against said account for expenses approved by the Parties. Any interest which may accrue to the funds received from the Parties hereto shall be credited to said account for the benefit of all the Parties to this Agreement.

iii. Annual Budget. The Lead Agency or Administrator shall prepare prior to the commencement of the next fiscal year an operations and maintenance budget which
shall be submitted to the Parties for review and approval. Immediately upon approval, the proposed budget shall be submitted for review and approval to the governing bodies of all the Parties hereto. If a Party disapproves the proposed budget, then the basis of the disapproval shall be stated in writing, and the proposed budget shall be referred back to the Lead Agency or Administrator for revision. Upon completing the revisions, the budget shall be resubmitted to the same Parties for review and approval.

iv. Expenses. All expenses in connection with the operation and maintenance of the Project, including, but not necessarily limited to hardware and software maintenance, new equipment costs, and operating expenses shall be paid by the Lead Agency from the funds allocated by the Parties.

v. All other expenses associated with the operation and maintenance of any Party’s Traffic Management Center and road network outside the defined boundaries of the Project, such as, but not necessarily limited to, control, communication and monitoring equipment, staffing, field maintenance and office operating expenses shall be the sole responsibility of that Party.

2.11 Employees and Duties

This section describes the different job titles, general responsibilities and compensation for any staff positions funded through joint program/project funds. Given that the USDOT allows funds awarded through the regional STP/CMAQ competition to be used for operations, there is potential for project staff to be compensated in part or in full from these funds.

2.11.1 EXAMPLE LANGUAGE

The Parties are hereby authorized to employ the following employees for whom ___% of their compensation is provided through Project funds, for the duration of the Project or a defined period of __________, in accordance with an approved table of organization:

<table>
<thead>
<tr>
<th>Position</th>
<th>Responsibilities</th>
<th>Quantity of Staff</th>
<th>Compensation</th>
<th>Employing Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
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<tr>
<td>Traffic Systems</td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Operator/Technician</td>
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<tr>
<td>Software Analyst</td>
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<tr>
<td>Clerical Employees</td>
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</table>

(Attach organization chart)

Employees assigned to specific Program/Project duties shall be hired and discharged by their respective agencies. The Parties shall jointly approve any proposed additional slots in the above-described positions, reductions thereof or the creation of any new position.
2.12 Title of Property

This section provides terms for the ownership of hardware and software systems purchased for the project/program.

2.12.1 EXAMPLE LANGUAGE

Title and ownership of all property which is acquired with funds appropriated by the Parties under this Agreement shall be determined in the following manner:

- Any and all property installed at the site of a traffic signal shall vest in title and ownership in the name of the Party in whose jurisdiction the property is located;
- Any and all property installed at a Traffic Management Center shall vest in title and ownership in the name of the jurisdictional owner;

2.13 Dispute Resolution

This section provides a method and timetable for mitigating conflicts between parties.

2.13.1 EXAMPLE LANGUAGE

In the event any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

In the event that the Parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking Party shall give to the other Parties written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of the Parties shall attempt to resolve the dispute within __[time period]__ after such notice. If those designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing Parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within __[time period]__ after such meeting, the dispute shall escalate to higher authorities within the individual Party organizations.

2.14 Termination

This section describes how and when the agreement can be terminated. The terms for which an agency role or an entire program can be terminated should be clearly detailed. It may be desirable to include a financial penalty clause if an agency withdraws from the agreement prematurely, as given in the first example. Most of the agreements reviewed for the development of this template did not have a set expiry date and instead were stated to be valid unless expressly terminated.

2.14.1 EXAMPLE LANGUAGE

This Agreement shall be perpetually binding upon the Parties hereto unless a date of termination is agreed upon by all the Parties.
In the event that an agency withdraws from this Agreement prior to the agreed date of termination, the agency will be responsible to pay $____ to________.

2.14.2 ALTERNATIVE EXAMPLE

Any Party may terminate this Agreement for any reason with written notice to the other Parties at the end of ___ calendar days following receipt of notice.

2.15 Severability

This section provides the standard severability language.

2.15.1 EXAMPLE LANGUAGE

It is understood and agreed by the Parties thereto that if any part, term or provision of this Agreement declared by a court of competent jurisdiction to be illegal or in conflict with any laws of this State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

3. NEXT STEPS

As the RTOC agencies move forward with implementing the Regional ITS Plan multijurisdictional arterial improvement projects, an initial version of this agreement will be prepared and adopted by the participating agencies. While these agencies will face constraints in developing terms and conditions that are accepted by the legal counsel to each party, the first successful agreement should streamline the path to the preparation and execution of future agreements under the Regional ITS program.
APPENDIX A

SAMPLES OF EXISTING INTERAGENCY AGREEMENTS
LAS VEGAS AREA
TRAFFIC CONTROL SYSTEM AGREEMENT

As amended by Amendment #1, March 19, 1991,
and Amendment #2, July 16, 1991,
and Amendment #3, July 12, 1991.

THIS AGREEMENT, made and entered into this 21st day of January, 1981, by and
between the CITY OF LAS VEGAS, NEVADA (alternately referred to as the "CITY OF LAS
VEGAS," the "central operator" or in a collective manner with the CITY OF NORTH LAS
VEGAS, NEVADA and the COUNTY OF CLARK, NEVADA as "jurisdictional operators"), the
CITY OF NORTH LAS VEGAS, NEVADA and the COUNTY OF CLARK (alternately referred
to as the "CITY OF NORTH LAS VEGAS" or the "COUNTY OF CLARK," respectively, or in
a collective manner as "jurisdictional operators"), the CLARK COUNTY REGIONAL
TRANSPORTATION COMMISSION (hereinafter referred to as the "REGIONAL
TRANSPORTATION COMMISSION") and the STATE OF NEVADA (alternately referred to as
"NEVADA DOT"): 

WITNESSETH

WHEREAS the State of Nevada, Department of Transportation, engaged and
independent consultant, PAWA, Incorporated, and Montgomery Engineers of Nevada,
Incorporated, Joint Venture, to perform a signal system feasibility study for the Las Vegas
Urban Area including the City of Las Vegas, City of North Las Vegas, and the County of Clark;

AND WHEREAS that report was prepared under review and supervision of each of the
above named agencies;

AND WHEREAS the feasibility report recommended that traffic signals in all three
above named jurisdictions be coordinated from one central traffic control center;

AND WHEREAS the above mentioned parties have approved and accepted the findings
of the report;

AND WHEREAS improvement in traffic operational efficiency and monetary savings
can be realized from such a consolidated management approach;

AND WHEREAS the parties hereto desire to install a Traffic Control System, hereinafter
defined, for the purpose of coordinating traffic signals in the above named jurisdictions from

A - 1
one central traffic control center;

AND WHEREAS the parties hereto are authorized pursuant to the provisions of Chapter 277 of the Nevada Revised Statutes to enter into an interlocal agreement for the purpose of coordinating traffic signals between and within the jurisdictional boundaries of the above named jurisdictions;

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, the parties hereto mutually agree to the following:

SECTION I: SHORT TITLE

This Agreement may be referred to as the Las Vegas Area Traffic Control Agreement.

SECTION II: DEFINITIONS

HARDWARE - The physical equipment composing a computer system.
JURISDICTIONAL BOUNDARIES - The geographical boundaries of the governmental entity acting as a political subdivision of the State of Nevada.
JURISDICTIONAL CONTROL CENTER - The site or location designated by the jurisdictional operator containing various equipment capable of controlling and coordinating those traffic signals and intersections located within the jurisdictional boundaries of the jurisdictional operator.
MASTER CONTROL HARDWARE - That equipment located at the Traffic Control Center consisting of a central computer, disk storage device, teletypewriter, line printer, color cathode ray tube with keyboard, card reader, magnetic tape unit, map display, operator control panel, and map control panel, all of which are more fully described in the Las Vegas Urban Area Traffic Control Study (Final Report, March 1979) and any other similar equipment which might be added in the future.
TRAFFIC CONTROL CENTER - The site or location designated by the NEVADA DOT containing various equipment capable of controlling and coordinating the overall Traffic Control System.
PRIORITY TIME - The period of time as determined by the Operations Committee during which all traffic signals which are part of the Traffic Control System are operated and controlled according to previously approved traffic signal timing plans for the purpose of providing arterial and network coordination of traffic within and across jurisdictional boundaries.
PROJECT ADVISORY COMMITTEE - That committee created for the purpose of assisting and advising the NEVADA DOT with respect to the plans, specifications, construction and installation of the Traffic Control System and consisting of one representative from CITY OF LAS VEGAS, the CITY OF NORTH LAS VEGAS, the COUNTY OF CLARK, and the CLARK
COUNTY REGIONAL TRANSPORTATION COMMISSION.
SOFTWARE - All of the programs executed on the computer.
STRATEGY - Procedure used to determine specific traffic control measures to be applied during a control period.
TRAFFIC CONTROL SYSTEM - An array of components including traffic signal controllers, detectors, interconnect conduit and cable, interface units, computer, magnetic tape, disks, map displays, cathode ray tubes (CRT), line printer, teleprinter, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.
TRAFFIC DETECTOR - A device located in or near the roadway which is acted upon directly by a vehicle to create a usable pulse to an intersection control device.
TRAFFIC SIGNAL LOCAL CONTROLLER - A complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.
TRAFFIC SIGNAL MASTER CONTROLLER - A complete electrical mechanism responsible for traffic signal control and operation of more than one intersection in a coordinated manner.
TRAFFIC SIGNAL SUBSYSTEMS - Groups of traffic signalized intersections coordinated with their own programs, which can alternately operate as an independent system and, when traffic conditions permit, operate on the same program with adjacent subsystems to form a larger coordinated subsystem.
TRAFFIC SIGNAL TIMING PLANS - Documented hard copy which the Signal System Manager shall keep on file and supply to the jurisdictional operator. The copy shall include time space diagrams for each subsystem, signal operating parameters, proof of efficiency, and time of day operations schedules.

SECTION III: PARTIES TO THE AGREEMENT

The CITY OF HENDERSON, the CITY OF LAS VEGAS, the CITY OF NORTH LAS VEGAS, and the COUNTY OF CLARK are the designated jurisdictional operators whose responsibilities are more fully described under Section IV (B) of this Agreement.

The CITY OF LAS VEGAS is designated both a jurisdictional operator subject to the provisions of Section IV (B) of this Agreement and the central operator whose responsibilities are more fully described under Section IV (A) of this Agreement.

The NEVADA DOT is that party whose interests are limited solely to (1) installing the initial Traffic Control System within the jurisdictional boundaries of the jurisdictional operators according to the availability of federal funds or such state funds as might be approved and appropriated by the NEVADA DOT for such purpose, (2) providing, subsequent to installation, such financial assistance for the operation and maintenance of the Traffic Control System as is available from federal funding and as might be approved and appropriated by the NEVADA DOT for such purpose, and (3) serving as a voting member of the Operations Committee during the existence of this Agreement or until amended.
The REGIONAL TRANSPORTATION COMMISSION shall act solely as an interested party under this Agreement with no responsibilities, financial or otherwise for the performance of this Agreement, OTHER THAN to act as a non-voting, ex-office member of the Operations Committee.

SECTION IV: RESPONSIBILITIES OF THE CENTRAL OPERATOR, JURISDICTIONAL OPERATORS AND THE OPERATIONS COMMITTEE

A. CENTRAL OPERATOR. It is hereby agreed by and between all the parties hereto that the CITY OF LAS VEGAS is designated as the central operator of the Traffic Control System.

(1) Daily Operator: The central operator is responsible for the daily operations of the Traffic Control Center whose location shall be at a site within the jurisdictional boundaries of the City of Las Vegas, Nevada. The Traffic Control Center shall serve as the focal point for the day-to-day activities related to the operation and management of the Traffic Control System.

The Traffic Control Center shall consist of master control hardware capable of providing the central operator with (1) a high level of centralized system surveillance, and (2) the ability to respond quickly to traffic conditions occurring within the System.

(2) Financial Agent: It shall be the responsibility of the central operator to receive and collect from each of the parties to this Agreement their proportionate share of the operating funds as determined by the budgetary formula provided in Section V.

The Treasurer of the CITY OF LAS VEGAS shall act as the duly appointed representative on behalf of the central operator and shall have the power and authority to disburse the funds on deposit with the Treasurer for purposes of paying the operating and maintenance expenses, or other related expenses of the Traffic Control Center.

(3) Maintenance Agent: The central operator shall also be responsible for performing or supervising all maintenance deemed necessary to the Traffic Control Center by the Operations Committee. Payments of these maintenance and operation expenses shall be by the central operator from the funds allocated by the parties to this Agreement for this purpose.
(4) The central operator is authorized to engage the services of one or more consultants, in each case with the prior approval of the Operations Committee, for purposes of analyzing and making recommendations concerning improvements to and/or expansion of the computer system described in this Agreement, and for purposes of implementing said improvements and/or expansion.

B. JURISDICTIONAL OPERATORS. The CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS and the COUNTY OF CLARK shall operate their own jurisdictional management centers capable of controlling those traffic control signals located within their own jurisdictional boundaries.

(1) Equipment and Maintenance: Each jurisdictional control center shall be equipped in a manner approved by the jurisdictional operator and the NEVADA DOT. Each jurisdiction operator is responsible for the maintenance of all equipment such as, but not limited to, local controllers, interfaces, traffic detectors and communication cables located within its jurisdictional boundaries which are part of the Traffic Control System and not covered by any previously agreed to maintenance agreement.

(2) Capabilities: The jurisdictional operators shall have the capability for coordinating the timing of traffic signal subsystems within their own jurisdiction and provide such traffic signal timing as inputs to the overall timing coordination of the Traffic Control System separate and apart from the signal timing coordination necessary to the initial implementation of the Traffic Control System and any periodical retiming updates for the overall system.

(3) Modifications: Any upgrade, modification of expansion in the master control hardware or software necessitated by the traffic control needs of a party hereto shall be paid for by that party unless it is determined by the Operations Committee that the upgrade, modification or expansion benefits the overall Traffic Control System. If the Operations Committee determines that the upgrade modification or expansion benefits the overall System then the cost thereof shall be treated by the central operator like any other expense of the Traffic Control System.

C. OPERATIONS COMMITTEE.

(1) Membership and Meetings: The Operations Committee shall be composed of representatives from the parties to this Agreement in the following manner:

<table>
<thead>
<tr>
<th>Party</th>
<th>Membership Number</th>
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<tbody>
<tr>
<td>NEVADA DOT</td>
<td>1</td>
</tr>
<tr>
<td>REGIONAL TRANSPORTATION COMMISSION</td>
<td>1</td>
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</tbody>
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The representative designated on behalf of each party shall be selected from among the following: The Director of Public Works or City Traffic Engineer for the CITY OF HENDERSON, the Director of Public Works or City Traffic Engineer for the CITY OF LAS VEGAS, the Director of Public Works or Transportation Services Administrator for the CITY OF NORTH LAS VEGAS, the Director of Public Works or the Traffic Manager for the COUNTY OF CLARK, the Director, Deputy Director or the District Engineer of the NEVADA DOT, and the Director of the CLARK COUNTY REGIONAL TRANSPORTATION COMMISSION. Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Operations Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Operations Committee.

The Operations Committee shall meet minimally on a monthly basis but may meet more frequently if the problems or business of the Operations Committee necessitate such additional meetings. The chairperson of the Operations Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid, addressed to the members of the Operations Committee.

(2) Chairperson and Vice-Chairperson: In the first meeting of the Operations Committee, the members shall proceed to elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a chairperson and vice-chairperson who will serve a term of one year. Thereafter, a chairperson and vice-chairperson will be elected by a majority vote of all the voting members of the Committee on an annual basis. Said election will occur at the last regularly scheduled meeting of the Operations Committee prior to the expiration of the chairperson's and vice-chairperson's one-year term. All Committee records shall be maintained in accordance with NRS Chapter 241 on public records at the Traffic Control Center.

(3) Quorum and Voting: Except for the REGIONAL TRANSPORTATION COMMISSION, all members of the Operations Committee shall be entitled to one vote on all matters submitted to the Committee for vote. The REGIONAL
TRANSPORTATION COMMISSION shall have a representative on the Operations Committee who shall act solely in a non-voting ex officio capacity.

Any three of the voting members of the Operations Committee shall constitute the quorum necessary to convene the meeting of the Committee. All official action by the Operations Committee shall require a majority vote of the members present at the meeting.

Each member shall have the power to recall any matter voted upon during his absence at a regularly scheduled meeting if prior to the next regularly scheduled meeting said member informs the Chairperson in writing in sufficient time to comply with all the notice requirements of the Open Meeting Law (Chapter 241 of the Nevada Revised Statutes and any subsequent amendments thereto) and at least ten (10) days prior to the date of the next regularly scheduled meeting of his intent to subject the previously approved or disapproved matter to revote of the then present members. If a previously voting member is not present for the revote, then said member is deemed to cast his or her vote in the same manner as previously voted on the matter.

(4) Responsibilities: The Operations Committee shall be responsible for the following:

(a) Formulating overall policy relative to the operation and maintenance of the Traffic Control Center;

(b) Monitoring the progress of the installation of the Traffic Control System;

(c) Monitoring on a periodic basis the functioning of the Traffic Control System for the purpose of proposing operational changes deemed necessary to the efficient operation of the System;

(d) Providing instructions and directions to the Signal System Manager when requested by the manager or deemed necessary by the Committee;

(e) Deciding all matters which might be submitted for decision by the Signal System Manager pertaining to day-to-day operation and maintenance of the Traffic Control Center;

(f) Selecting those traffic signal timing plans and strategy to be in effect for the Traffic Control System during priority time;

(g) Filing an annual report with the various governmental entities with
membership on the Operations Committee detailing the performance of
the Traffic Control System and recommending possible improvements
to the System;

(h) Approving or disapproving the requested additions to or deletions of
traffic signals from the Traffic Control System by one of the parties
pursuant to the provisions of Section VI B (3) of this Agreement;

(i) Approving the creation of new employee positions in connection with
the operation of the Traffic Control Center;

(j) Approving the deletion of existing employee positions in connection
with the operation of the Traffic Control Center;

(k) Reviewing all proposed selections, terminations, classifications or other
personnel actions with respect to employees in the Traffic Control
Center for the purpose of formulating their recommendations on such
action for consideration by the central operator;

(l) Reviewing and approving monthly the budgetary needs and
expenditures of the Traffic Control Center;

(m) Determining whether any proposed upgrade, modifications or
expansion is the result of the needs of an individual party hereto so as
to be the sole financial responsibility of that party, or of benefit to the
overall Traffic Control System.

SECTION V: DESIGN AND IMPLEMENTATION

A. GENERAL. The NEVADA DOT shall be responsible for initiating and supervising
installation of all new equipment, or the restructuring of existing equipment necessary
to the installation and operation of the Traffic Control System.

B. PLANS AND SPECIFICATIONS. Implementation and installation of the components
of the initial Traffic Control System will be according to plans and specifications
prepared on behalf of the NEVADA DOT and which are reviewed and approved by
the other parties to this Agreement. The implementation of the project plans and
specifications shall be the prime responsibility of the NEVADA DOT with monitoring
by the members of the Project Advisory Committee, and if desirable by the Operations
Committee for the purpose of recommending changes to the NEVADA DOT in the
implementation of those plans and specifications.
C. TRANSPORTATION MANAGEMENT CENTER. The NEVADA DOT shall designate on state owned property the location of, and shall construct thereon according to the design recommended by the Las Vegas Urban Area Traffic Control System Study (Final Report, March 1979), the Traffic Control Center. The master control hardware, and any other equipment necessary to the operation of the Traffic Control Center shall be provided by the NEVADA DOT through the use of federal funds or such state funds as might be appropriated by the NEVADA DOT. Title to the property, building, master control hardware and any other equipment therein shall remain in the name of the STATE OF NEVADA.

D. JURISDICTIONAL CONTROL CENTER. The NEVADA DOT shall be responsible for installing, at its own expense, a map display, control console with line printer and cathode ray tube at the location designated by the jurisdictional operator as the site of the Jurisdictional Control Center. Any additional or duplicative equipment shall be the responsibility, both installation and maintenance expense, of the jurisdictional operators. Title to all of the equipment installed by the NEVADA DOT at the Jurisdictional Control Center as part of the Traffic Control System shall remain in the name of the State of Nevada.

E. LOCAL CONTROLLERS AND MASTER LOCAL CONTROLLERS. The NEVADA DOT shall also be responsible, where federally funded, or state funds are specifically approved and appropriated by the NEVADA DOT, for (1) converting and incorporating those functionally adequate local controllers already located at the traffic signal intersections into the Traffic Control System, or (2) replacing those local controllers which are functionally inadequate, and incapable of being incorporated into the Traffic Control System. All existing traffic signal equipment which is replaced or removed shall be returned to the owners. Ownership of the newly installed local controllers and master controllers, installed with Federal Funds, shall remain vested in the name of the State.

F. COMMUNICATION COMPONENTS AND TRAFFIC DETECTORS. The NEVADA DOT shall also be responsible, at its own expense, for the installation at the site of various traffic control signals, the traffic detectors and communication components necessary to the operation of the Traffic Control System.

G. The CITY OF HENDERSON shall arrange to secure all funding necessary for the provision and installation of all Jurisdictional Control Center and local intersection control equipment required to connect the CITY OF HENDERSON to the system. No cost of adding the CITY OF HENDERSON or any CITY OF HENDERSON traffic signals to the Las Vegas Area Traffic Control System shall be borne by the Las Vegas Area Traffic Control System local jurisdictional operating agency. Title and ownership of all equipment provided and installed in connection with the extension of the Las Vegas Area Traffic Control System to the CITY OF HENDERSON shall be vested as the
funding agency requires.

SECTION VI: FUNDING

A. IMPLEMENTATION AND INSTALLATION EXPENSES. The NEVADA DOT shall be responsible for payment of all costs for installing the initial Traffic Control System where federal funds are available for payment of such costs. If federal funds are not available for the payment of such costs, then the NEVADA DOT may, at its option, appropriate state funds for such costs. The jurisdictional operators are not responsible for the payment of any installation costs unless approval has been given by the governing body of each jurisdictional operator.

B. OPERATION AND MAINTENANCE EXPENSES.

(1) Collection and Disbursal of Funds: At the beginning of each quarter of the fiscal year the central operator shall notify the parties to this Agreement as to the amount of their funding share in the cost of operating and maintaining the Traffic Control Center for that quarter. Within thirty (30) days from notification, the parties shall remit to the central operator their contribution to the funding of the Traffic Control Center as determined by the formula hereinafter provided under this Section.

Funds derived from the individual parties according to their predetermined share shall be deposited by the central operator into an account established solely for the purpose of paying operation and maintenance expenses of the Traffic Control Center. The Treasurer of the CITY OF LAS VEGAS shall have authority to issue drafts against said account for expenses approved by the Operations Committee. Any interest which may accrue to the funds received from the parties hereto shall be credited by the City Treasurer to said account for the benefit of all the parties to this Agreement.

(2) Annual Budget: The Signal Systems Manager shall prepare prior to the commencement of the next fiscal year an operations and maintenance budget which shall be submitted to the Operations Committee for review and approval according to the time schedule established by the Operations Committee. Immediately upon approval by the Operations Committee, the proposed budget shall be submitted for review and approval to the governing bodies of all the parties hereto except the NEVADA DOT and the REGIONAL TRANSPORTATION COMMISSION. Approval or disapproval of the proposed budget shall occur no later than thirty (30) days from submission to the parties.

If a party disapproves the proposed budget, then the basis of the disapproval shall be stated in writing, and the proposed budget shall be referred back to the
Operations Committee for revision. Upon completing the revisions, the budget shall be resubmitted to the same parties for review and approval.

(3) Funding Formula: The contributions of each party to this Agreement shall be determined in accordance with the following formula:

\[
\text{Total Funding of the Traffic Control Center} = X + Y + (CxZ) + (HxZ) + (LxZ) + (NxZ)
\]

<table>
<thead>
<tr>
<th>Party</th>
<th>Formula Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEVADA DOT</td>
<td>= X</td>
</tr>
<tr>
<td>REGIONAL TRANSPORTATION COMMISSION</td>
<td>= Y</td>
</tr>
<tr>
<td>COUNTY OF CLARK</td>
<td>= (CxZ)</td>
</tr>
<tr>
<td>CITY OF HENDERSON</td>
<td>= (HxZ)</td>
</tr>
<tr>
<td>CITY OF LAS VEGAS</td>
<td>= (LxZ)</td>
</tr>
<tr>
<td>CITY OF NORTH LAS VEGAS</td>
<td>= (NxZ)</td>
</tr>
</tbody>
</table>

where \( Z \) = contribution of member agencies and:

\( C = \) proportion of \( Z \) contributed by CLARK COUNTY,
\( H = \) proportion of \( Z \) contributed by CITY OF HENDERSON,
\( L = \) proportion of \( Z \) contributed by CITY OF LAS VEGAS,
\( N = \) proportion of \( Z \) contributed by CITY OF NORTH LAS VEGAS.

The contribution of the NEVADA DOT (\( X \)) shall be limited to that portion, if any, which is reimbursable by the federal government and which the NEVADA DOT elects to approve and appropriate for purposes of this Agreement. The contribution of the REGIONAL TRANSPORTATION COMMISSION (\( Y \)), if any, is to be determined by the members of the Regional Transportation Commission.

The remaining share (\( Z \)) of the funding formula shall be in an amount sufficient, when combined with the \( X \) and \( Y \) contributions, to equal the total funding requirements of the operation and maintenance of the Traffic Control Center. At the commencement of Amendment No. 3, the contributions of the COUNTY OF CLARK, the CITY OF HENDERSON, the CITY OF LAS VEGAS, and the CITY OF NORTH LAS VEGAS shall be according to the fractional proportions stated above for the \( Z \) portion of the funding formula which represents the fractional proportion of the total number of traffic signals within the Traffic Control System which lie within the jurisdiction of that party. On an annual basis, the Operations Committee, in formulating the budgetary requirements of the Traffic Control System, shall take into account any additions to, or deletions from, the system of traffic signals by a particular party, and shall recompute (to the
nearest 0.1%) the increase or decrease in the fractional proportion of the party's ratio to the total number of traffic signals within the system as exists on October 1 of the current fiscal year. The recomputed proportions shall be effective for the following fiscal year.

It is agreed by and between the parties hereto that in the event a party, for whatever reason, desires to delete any traffic signal(s) within its jurisdiction from control by the Traffic Control System, that notice of such intent shall be conveyed in writing to the Operations Committee seven (7) months before the close of the then current fiscal year, and that in no event shall the proposed number of traffic signals to be deleted exceed ten percent (10%) of the total number of traffic signals located within the jurisdiction of the party proposing the deletion. Any and all proposed deletions must be approved by the Operations Committee as required by the provisions of Section IV C (4) (h) of this Agreement.

If a party so elects to delete any of its traffic control signals from the System, then this traffic control signal may not be re-added to the System until the following fiscal year and only with the approval of the Operations Committee. In the event that a traffic signal(s) is so deleted from the System, the Operations Committee reserves the right to require, at the expense of the deleting party, the return of any and all equipment located at the site of the traffic control signal(s) which was installed by the NEVADA DOT as part of the initial installation and implementation of this System, EXCEPTING THEREFROM underground equipment and those local controllers or other equipment installed as replacements of previously existing local controllers or other equipment necessary to the operation of the traffic signal.

(4) Covered Expenses: All expenses in connection with the operation and maintenance of the Traffic Control Center, including, but not necessarily limited to, staffing, control equipment maintenance contracts, routine central maintenance, new equipment costs, building repair expenses and office operating expenses shall be paid by the central operator from the funds allocated by the parties under the funding formula provided for under Section VI of this Agreement.

All other expenses associated with the operation and maintenance of the Jurisdictional Control Center, such as, but not necessarily limited to, control, communication and monitoring equipment, staffing, field maintenance and office operating expenses shall be the sole responsibility of the jurisdictional operator.
SECTION VII: SYSTEM OPERATION

The day-to-day operation of the Traffic Control System shall be the responsibility of the central operator, subject to review and coordination by the Operations Committee.

A. SIGNAL CONTROL STRATEGY. The central operator shall operate the Traffic Control System in accordance with the operation strategy recommended by the Las Vegas Urban Area Traffic Control System Study (Final Report, March 1979). Subsequent deviations or changes in the initially adopted and implemented operational strategy, responding to newly identified needs of the Traffic Control System (such as the updating of signal timing plans), shall be approved by the Operations Committee.

B. OPERATION. During that period of time determined to be priority time by the Operations Committee, the Traffic Control Center shall preempt the control of those traffic signal subsystems and individual traffic signals located within the jurisdictional boundaries of the jurisdictional operators for purposes of providing arterial and network coordination according to previously approved traffic signal timing plans. During periods of non-priority time, the jurisdictional operator may, at its option, provide the central operator with its own traffic signal timing plans and strategy, to be implemented by the central operator, for the purpose of controlling traffic within the boundaries of the jurisdictional operator.

SECTION VIII: EMPLOYEES AND DUTIES

A. TRAFFIC CONTROL CENTER. The central operator is hereby authorized to employ at the Traffic Control Center the following employees in accordance with an approved table of organization (attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement):

(1) Signal System Manager: Subsequent to executing this Agreement and during the installation of the Traffic Control System, the central operator shall employ a Signal System Manager who shall be responsible for (a) advising the NEVADA DOT as to matters concerning the installation of the Traffic Control System, (b) becoming familiar with all facets of the Traffic Control System installation for informational purposes and for possible future recall, (c) supervising all personnel employed in connection with the operation and maintenance of the Traffic Control Center, (d) supervising the maintenance of all equipment located at the Traffic Control Center, and field maintenance of communication components necessary to the operation of the Traffic Control System, (e) implementing change in operational strategy as approved by the Operations Committee, (f) collection and logging system evaluation data and information, (g) supervising the implementation of those traffic signal timing plans submitted by the jurisdictional operators, (h) preparing a monthly expenditure report for
review by the Operations Committee, and (i) generally deciding those day-to-
day managerial decisions which cannot be submitted to the Operations 
Committee until the next regularly scheduled meeting.

The Operations Committee shall be advised by the Signal System Manager as 
to the problems of, and needed changes in, the operation strategies of the 
system and as to any other matter pertinent to the operation of the system.

The Signal System Manager shall also assume the responsibilities of all public 
relations with respect to the operation and maintenance of the Traffic Control 
System.

(2) Operator/Technician: The central operator shall employ the necessary 
operator/technician(s) who shall be responsible for (a) manning and operating 
the Traffic Control Center during designated operational hours, (b) monitoring 
the operation of the system, (c) responding to malfunctions in equipment of the 
Traffic Control System located at the Traffic Control Center, Jurisdictional 
Control Centers or at the intersections of traffic signals within the system, 
whose repair if the responsibility of the central operator, and (d) notifying the 
field maintenance personnel of the jurisdictional operators as to malfunctions 
in equipment which is part of the Traffic Control System but whose 
responsibility for repair remains that of the jurisdictional operator. The number 
of operator/technician positions shall be determined by the Operations 
Committee.

(3) Software Analyst: The central operator shall employ a software analyst(s) who 
shall be responsible for (a) updating the data base of the traffic control 
computer, (b) implementing minor software changes to the system's software 
which do not change timing parameters so as to necessitate the approval of the 
Operations Committee, (c) assisting any person designated to implement major 
software changes approved by the Operations Committee, (d) coordinating and 
collecting operational data on the Traffic Control System for purposes of 
evaluating the system's performance, (e) assisting, when needed, in rectifying 
malfunctions of the system's hardware, and (f) conducting special data studies 
requested by the central operator or the jurisdictional operators. The number 
of software/anaylist positions shall be determined by the Operations Committee.

(4) Clerical Employees: The central operator may also employ such clerical 
employees as deemed necessary to the efficient operation of the Traffic Control 
System and the Traffic Control Center. The number of clerical positions shall 
be determined by the Operations Committee.

All of the above-described positions shall be employees of the central operator. The amount
of compensation to be paid to said employee shall be recommended by the Operations Committee and approved by the central operator. The selection, termination, classification or any other personnel action pertaining to an employee to the above-described positions shall be determined by the central operator in accordance with its personnel rules, regulations and procedures.

Any and all proposed selections, terminations, classifications or other personnel actions with respect to these employees shall be reviewed by the Operations Committee to formulate their recommendations with respect to the aforementioned actions. The central operator shall consider the recommendations of the Operations Committee before selecting, terminating, classifying or taking any other personnel action with respect to any employee.

The Operations Committee shall approve any proposed additional slots in the above-described positions, reductions thereof or the creation of any new position.

B. JURISDICTIONAL CONTROL CENTER. Staffing at the Jurisdictional Control Center shall be at the discretion of the jurisdictional operator.

SECTION IX: INSURANCE AND INDEMNITY

A. INSTALLATION PERIOD. It is further understood that the NEVADA DOT will be responsible for any loss, damage, liability, cost or expense caused by the actions or non-actions of its employees, servants or agents which may arise under this Agreement.

B. POST INSTALLATION INSURANCE. It is mutually agreed by and between the parties hereto that subsequent to the acceptance of the installed Traffic Control System by, and within the jurisdictional boundaries of, the CITY OF LAS VEGAS, the COUNTY OF CLARK, and the CITY OF NORTH LAS VEGAS that the central operator and the jurisdictional operators each agree to be solely and separately responsible for all claims, demands, actions, damages, decrees, judgements, attorney fees, costs, and expenses resulting from injuries or damages to persons or properties within their own jurisdictional boundaries resulting from, arising out of, or due to the operation or maintenance of the Traffic Control System. It is further agreed by the party in whose jurisdiction the injury or damage to person or property has occurred to indemnify, defend and hold harmless the other parties hereto, or any of its officers or employees from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs and expenses which said party, its officers or employees any suffer, or which may be sought against, recovered from, or obtainable against said party, its officers or employees.

C. Jurisdictional Insurance and Indemnity: The CITY OF HENDERSON shall be solely
and separately responsible for all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses resulting from injuries or damages to persons or properties within their own jurisdictional boundaries resulting from, arising out of, or due to the operation or maintenance of the Traffic Control System. It is further agreed by the CITY OF HENDERSON, when the injury or damage to person or property has occurred in its jurisdiction, that it shall indemnify, defend and hold harmless the other parties hereto, or any of its officers or employees from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs and expenses which the CITY OF HENDERSON, its officers or employees may suffer, or which may be sought against, recovered from, or obtainable against said party, its officers or employees.

SECTION X: DURATION OF AGREEMENT

This Agreement shall be perpetually binding upon the parties hereto unless a date of termination is agreed upon by all the parties.

SECTION XI: TITLE OF PROPERTY ACQUIRED WITH COMMON FUNDS

A. Title and ownership of all property which is acquired with funds appropriated by the parties other than the NEVADA DOT under this Agreement shall be determined in the following manner:

(1) Any and all property installed at the site of a traffic signal shall vest in title and ownership in the name of the party in whose jurisdiction the property is located;

(2) Any and all property installed at a jurisdictional management center shall vest in title and ownership in the name of the jurisdictional operator;

(3) Any and all property installed at the Traffic Control Center shall vest jointly in title and ownership in the name of the funding parties hereto according to the percentage of their contribution to the overall funding of the Traffic Control System during the fiscal year of acquisition. However, any joint owner or the State of Nevada may offer to acquire said property under terms agreed to by all the joint owners.

B. Title and ownership of all property which is acquired with funds appropriated by the NEVADA DOT shall vest in the name of the NEVADA DOT, except that where such property is acquired with funds appropriated by the NEVADA DOT, COUNTY OF CLARK, CITY OF HENDERSON, CITY OF LAS VEGAS, and the CITY OF NORTH LAS
VEGAS then the title and ownership shall vest jointly to the extent of each party's contribution. However, any joint owner may offer to acquire said property under terms agreed to by all the parties.

SECTION XII: SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement declared by a court of competent jurisdiction to be illegal or in conflict with any laws of this State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
AN INTERLOCAL AGREEMENT AMONG SPOKANE REGIONAL TRANSPORTATION COUNCIL, SPOKANE COUNTY, CITY OF SPOKANE, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AND SPOKANE TRANSIT AUTHORITY, TO FORM A REGIONAL TRANSPORTATION SYSTEMS CENTER OPERATING BOARD, DEFINE ITS ORGANIZATION AND AUTHORITY, AND ESTABLISH A REGIONAL TRANSPORTATION SYSTEMS CENTER JURISDICTIONAL AREA.

THIS AGREEMENT, made and entered into this 1st day of October, 1998, among the Spokane Regional Transportation Council (SRTC), a public entity created by interlocal agreement, Spokane County, the City of Spokane, the Washington State Department of Transportation (WSDOT), and Spokane Transit Authority (STA).

WITNESSETH:

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, on June 10, 1998, the President of the United States signed the Transportation Efficiency Act of the 21st Century (TEA21), which provided authorization for highways, highway safety, and mass transportation; and enunciated a policy statement "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provides the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, federal transportation legislation requires the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which organization in cooperation with the State of Washington shall develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, pursuant to the above referenced state and federal laws and Federal Transportation legislation, the above referenced entities are desirous of establishing a regional transportation systems center to carry out responsibilities provided for in Federal Transportation legislation as well as other responsibilities determined by the Transportation Systems Center Operating Board.

NOW, THEREFORE, it is specifically agreed among the entities hereto as follows:

Section 1: NAME
A governing body, comprised of professional representatives of the SRTC, Spokane County, the City of Spokane, WSDOT, and STA, is hereby created and shall be known as the Spokane Regional Transportation Systems Center Operating Board, referred to hereinafter as the "Operating Board".

Section 2: PURPOSE

Recognizing that coordinated system management of transportation facilities of Spokane County, the City of Spokane, WSDOT, and STA, are necessarily interwoven and interdependent and that the interests of all citizens will best be served by a coordinated and cooperative transportation system, this Operating Board is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation system management and surveillance.

The Operating Board is not authorized to in any way supersede the authority vested in the SRTC, County, City, WSDOT, STA, or Other Members, but is intended to meet the prerequisites of Federal Transportation legislation requiring the development of an integrated congestion management system to manage existing traffic congestion and help to prevent new congestion from occurring.

Section 3: POWERS AND FUNCTIONS

The functions, responsibilities, and powers of Operating Board shall be as follows:

(a) To perform the functions of the Transportation Systems Center for the metropolitan area, including those functions set forth in the TEA21 legislation of 1998 and the Federal Register as it presently exists, or as it may be hereinafter modified implementing TEA21, as well as those functions which may be required hereinafter by Federal Transportation legislation.

(b) To prepare and update a Comprehensive Regional Transportation System Operating Plan and Regional Transportation Incident Management Program.

(c) To administer regional transportation projects and programs that facilitate operations of the Transportation Systems Center considering only those projects which have been approved by the SRTC Board and which are consistent with the adopted Regional Transportation Plan.

(d) To participate in the collection and maintenance of transportation related data bases and transportation related information.

(e) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
(f) To perform such other transportation systems management related functions as the Operating Board may hereinafter determine to be in the best interests of the Transportation Systems Center.

The SRTC, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts for the purpose of this Agreement.

Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

The Operating Board's jurisdictional area shall consist of all incorporated and unincorporated areas of Spokane County, Washington, and may include contiguous areas across the county or state boundaries as deemed appropriate, and which meet the criteria of State and/or Federal Transportation legislation.

Section 5: GOVERNING BODY AND OFFICERS

The governing body of the Operating Board shall consist of one representative from each of the Member agency/jurisdiction and an ex-officio representative from SRTC staff. Each representative shall hold a position that has authority to make decisions related to traffic operations for their respective agency/jurisdiction. The SRTC representative shall be appointed by the Transportation Manager.

Alternate Operating Board representatives may serve in the absence of the designated representative so long as the alternate representative has similar authority to act on behalf of the appointing Member's parent agency. All alternate Operating Board representatives must serve in the same or higher capacity as the regularly designated representative as defined hereinabove.

Officers of the Operating Board shall include a chair and vice-chair, who shall be elected by majority vote of the Operating Board. Officers shall serve a one year term. The chair shall alternate among representatives of the Operating Board.

Section 6: MEETINGS

The Operating Board shall hold regular meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Operating Board.

The Operating Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe, among other matters, the place of meetings and the methods of providing reasonable notice to Members thereof. Such rules
shall be adopted and may be amended by a majority vote (75% ratification of the Member bodies) of the total Operating Board, or by amendment to this Agreement as provided herein.

All meetings of the Operating Board shall be open to the public as required by Chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist, at a minimum, of three Operating Board members. All recommendations, motions or other actions of the Operating Board shall be adopted by a favorable vote of a majority of those present. All Operating Board representatives including officers shall be entitled to one vote.

Section 7: STAFF AND SUPPORT

The staff as necessary to conduct the work programs of the Operating Board consistent with this Agreement shall be provided by SRTC in addition to staff provided at the discretion of the member jurisdictions. The staff shall serve under the direction of the Operating Board, and shall be responsible for conducting activities necessary to carry out the work program and purpose of the Operating Board. The Operating Board will submit to the SRTC Board for approval, application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Operating Board so that timely Operating Board approval cannot be obtained, the grant application may still be submitted with approval of the chair and vice-chair of the Operating Board.

Employees assigned to the Transportation Systems Center shall be hired and discharged by their respective agencies.

The Operating Board support services such as requisitioning and purchasing, payment of expenditures, accounting, computer processing, legal counsel, and others as deemed necessary will be provided by the SRTC.

Section 8: WORK PROGRAM AND ANNUAL BUDGET

The Operating Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken as part of the Transportation Systems Center.

The Operating Board shall submit the proposed work program and budget to the SRTC Board by August 1 of the preceding year. Approval or rejection of such budget by each Member shall be provided to the Operating Board by November 1 of each year.

The annual budget and/or work program of the Operating Board may be amended by vote of the SRTC Board, provided such amendment does not require additional budget
appropriation, or by the joint approval of the Operating Board and Members where such amendment does require additional budget appropriation. After approval of the Operating Board Budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, AND EXPENDITURES

It is anticipated that most projects and programs of the Operating Board will involve benefit to its Members. Costs of the annual budgeted expenditures shall be divided among the Members as determined by the Operating Board and as agreed to by the Members and SRTC Board. Any additional agency joining the Operating Board as a Member, shall contribute as determined by the Operating Board and approved by the Members and SRTC Board. Additional contributions to the Operating Board budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member approving the proposed Operating Board budget shall submit its payment on or before January 20 of the budget year which it has approved. The funds of such joint operation shall be deposited with the SRTC; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. The funds shall be used in accordance with the adopted budget and work plan.

The SRTC may make expenditures in accordance with the approved Operating Board budget and work plan and shall maintain records of expenditures and report regularly to the Operating Board on budget activity.

Payment of all claims shall be signed by the SRTC Transportation Manager and approved monthly by the SRTC Board. Such claims, with proper affidavits required by law, shall then be certified for payment by the City or as arranged by the SRTC.

Section 10: INTER-RELATIONSHIP BETWEEN OPERATING BOARD, AND MEMBER ENGINEERING DEPARTMENTS

Member traffic engineering departments shall continue their respective functions as provided by charter and/or State law, including preparation of traffic control plans, to which the Regional Transportation Systems Center plans shall be coordinated. The Region Transportation Systems Center and may administer or implement such plans as may be agreed by the Member agency and the Operating Board.

The successful execution of Transportation Systems Center duties and responsibilities in preparing a Regional Transportation Congestion Management System, in coordination with local plans, requires comprehensive transportation management plans be prepared and remain up to date by the City and County of Spokane, WSDOT and STA for their respective jurisdictions.
Section 11: AMENDMENTS

This Agreement may be amended by mutual agreement of the Members.

Section 12: TERMINATION

The City of Spokane, Spokane County, WSDOT, or STA, may terminate membership in the Operating Board by giving written notice to the Operating Board prior to August 1 of any year for the following year.

Section 13: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede any prior agreements establishing a jointly developed transportation system center.

Section 14: EFFECTIVE DATE

The effective date of this Agreement shall be October 1, 1998. Provided, however, upon execution by the Members, the governing body of the Operating Board may meet for the purpose of taking action(s), such action(s) to be effective January 1, 1999.
IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year set forth herein above.

ATTTEST:
By Daniel D. Nicholson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signatures]

CITY OF SPOKANE

__________________________
Mayor

Approved:

__________________________
City Manager

Approved as to form:

__________________________
Assistant City Attorney

SPOKANE TRANSIT AUTHORITY

__________________________
Chair

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

[Signature]
Eastern Region Administrator for
Washington State Department of Transportation

APPROVED AS TO FORM

Date: August 27, 1986

By: [Signature]
Assistant Attorney General
IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year set forth herein above.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By
Deputy Clerk

CITY OF SPOKANE
Mayor
Approved:

City Manager
Approved as to form:

Assistant City Attorney

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Eastern Region Administrator for
Washington State Department of Transportation

APPROVED AS TO FORM
Date: August 27, 1988
By:
Assistant Attorney General

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GCA1450
IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year set forth herein above.

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By ____________________________
Deputy Clerk

CITY OF SPOKANE

Mayor

Approved:

City Manager

Approved as to form:

Assistant City Attorney

SPOKANE TRANSIT AUTHORITY

Chair Executive Director

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Eastern Region Administrator for Washington State Department of Transportation

APPROVED AS TO FORM

Date: August 27, 1996

By: ____________________________
Assistant Attorney General
<table>
<thead>
<tr>
<th>AGREEMENT TYPE:</th>
<th>Cooperative Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION:</td>
<td><strong>Signal Synchronization</strong> Agreement between two agencies to develop Corridor improvements with the ultimate goal of synchronizing traffic signals between the two jurisdictions.</td>
</tr>
<tr>
<td>SOURCE:</td>
<td>Los Angeles County Department of Public Works</td>
</tr>
<tr>
<td>INTENT OF THE SOURCE AGREEMENT:</td>
<td>An agreement to govern the roles and responsibilities of the County and Cities participating in the Los Angeles County Traffic Signal Synchronization Program.</td>
</tr>
<tr>
<td>PARTIES TO THE SOURCE AGREEMENT:</td>
<td>Los Angeles County Department of Public Works and the City of Gardena.</td>
</tr>
</tbody>
</table>
| CONTACTS:          | Los Angeles County: Jane White 626-300-2020 **JWHITE@ladpw.org**  
No city contact information. |
| OTHER NOTES:       | This was a draft agreement that had not yet been fully finalized and executed. |
| POTENTIAL USES IN THE CENTRAL COAST REGION: | • An agreement between local agencies to synchronize traffic signals along a given corridor.  
• An agreement between a local agency and Caltrans to synchronize traffic signals along a given corridor. |
AGREEMENT TEMPLATE AS PRESENTED TO THE CENTRAL COAST REGION
(revised based on comments received at June 16, 2006 project stakeholder meeting)
AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF GOLETA, a municipal corporation in the County of Santa Barbara, hereinafter referred to as "GOLETA," and the CITY OF SANTA BARBARA, a municipal corporation in the County of Santa Barbara, hereinafter referred to as "SANTA BARBARA":

WITNESSETH

WHEREAS, the HOLLISTER AVENUE / STATE STREET CORRIDOR, hereinafter referred to as CORRIDOR, are roadways that are or will soon become a part of the County’s Traffic Signal Synchronization Program (hereinafter referred to as "TSSP"),

WHEREAS, to assist in the traffic flow, GOLETA and SANTA BARBARA desire to modify and synchronize the traffic signals in the CORRIDOR, which work is hereinafter referred to as PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, traffic detour, and final signing and striping for PROJECT, as more fully set forth herein; and

WHEREAS, GOLETA and SANTA BARBARA are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems in the CORRIDOR;

WHEREAS, GOLETA and SANTA BARBARA have previously cooperated, in carrying out traffic signal synchronization projects in the CORRIDOR; and

WHEREAS, the construction of Traffic Signal Synchronization improvements in the CORRIDOR are consistent with the scope of work for traffic improvements within GOLETA and SANTA BARBARA pursuant to the TSSP; and

WHEREAS, GOLETA and SANTA BARBARA have secured and obtained grant funds from the Santa Barbara County Association of Governments (SBCAG) and will provide matching funds to finance the Traffic Signal Synchronization improvements;

WHEREAS, GOLETA and SANTA BARBARA desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the PROJECT and the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by GOLETA and SANTA BARBARA and of the promises herein contained, it is hereby agreed as follows:
(1) GOLETA AGREES:

a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY’s jurisdiction.

b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of GOLETA.

c. To maintain the traffic signal coordination timing along CORRIDOR to promote coordinated traffic operations, multi-jurisdictional cooperation and improve arterial traffic conditions and to make the SANTA BARBARA aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the CORRIDOR.

d. Upon completion of PROJECT to accept full and complete ownership of, and responsibility for, the PROJECT and to maintain in good condition and at GOLETA’S expense all improvements constructed as part of PROJECT within GOLETA’S JURISDICTION, including the timing of traffic signals on CORRIDOR that supports coordination timing and optimum synchronization of traffic signals on CORRIDOR.

e. To provide requisite temporary right of way and permits to SANTA BARBARA and/or SANTA BARBARA’S agents without fee as necessary to construct PROJECT.

f. To cooperate with SANTA BARBARA and provide requested information in a reasonable and timely fashion in connection with SANTA BARBARA’S preparation of the annual report for SBCAG as referred to in Paragraph (2)c. below.

(2) SANTA BARBARA AGREES:

a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within SANTA BARBARA’S jurisdiction.

b. To develop and implement the traffic signal basic and coordination timing along the CORRIDOR that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.

c. To file an annual report with the SBCAG on the efficiency of these Traffic Signal Synchronization Projects by compiling status from GOLETA and SANTA BARBARA along the CORRIDOR.

d. To perform or cause to be performed preliminary engineering, contract
administration, construction inspection and engineering, utility engineering and relocation, equipment and system testing, traffic signal timing, traffic detour, and final signing and striping of PROJECT.

e. To administer the design and construction of PROJECT in accordance with all regulations and requirements of SBCAG relating to the expenditure of TSSP Funds between SANTA BARBARA and the SBCAG.

f. To ensure that GOLETA and all officers and employees of GOLETA are named as additional insured parties under the construction contractor’s(s’) Contractor’s General Liability and automobile insurance policies.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. This AGREEMENT does not constitute any financial commitment between the GOLETA and SANTA BARBARA.

b. The term of this AGREEMENT shall commence on the date it is approved by the RESPECTIVE City Council’s of GOLETA and SANTA BARBARA and shall continue until either party terminates it upon thirty (30) days prior written notice.

c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

GOLETA

Mr. C. Engineer
City Engineer
City of Goleta
130 Cremona Dr, Suite B
Goleta, CA  93117-5514
805-961-7500

SANTA BARBARA:

Ms. P. W. Director
Public Works Director
City of Santa Barbara
735 Anacapa St
Santa Barbara, CA
805-963-0611

d. Neither SANTA BARBARA nor any officer or employee of SANTA BARBARA shall be responsible for any damage or liability occurring by reason of any act
or omission on the part of GOLETA under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of GOLETA under this AGREEMENT. It is also understood and agreed that, pursuant to ________________ [insert proper legal reference(s), as appropriate], GOLETA shall fully indemnify, defend, and hold SANTA BARBARA harmless from any liability imposed for injury (as defined by ________________ [insert proper legal reference(s), as appropriate]) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of GOLETA under this AGREEMENT. Where liability for injury (as defined by ________________ [insert proper legal reference(s), as appropriate]) is sought to be imposed under ________________ [insert proper legal reference(s), as appropriate] for a dangerous condition of property owned by or under the control of GOLETA, GOLETA shall fully defend, indemnify, and hold SANTA BARBARA harmless from any and all liability arising from such dangerous condition.

e. Neither GOLETA nor any officer or employee of GOLETA shall be responsible for any damage or liability occurring by reason of any act or omission on the part of SANTA BARBARA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of SANTA BARBARA under this AGREEMENT. It is also understood and agreed that, pursuant to ________________ [insert proper legal reference(s), as appropriate], SANTA BARBARA shall fully indemnify, defend, and hold GOLETA harmless from any liability imposed for injury (as defined by ________________ [insert proper legal reference(s), as appropriate]) occurring by reason of any act or omission on the part of SANTA BARBARA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of SANTA BARBARA under this AGREEMENT.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GOLETA on________________, 200_, and by CITY OF SANTA BARBARA on________________, 200_.

GOLETA

By: ______________________________
[name of person authorized to execute agreement], [title]

Date: ______________________________

RECOMMENDED BY:

__________________________________
[name of agency staff member (or that person’s superior, as appropriate) responsible for overseeing the project on behalf of the agency], [title]

Approved as to form and legality:

__________________________________

SANTA BARBARA

By: ______________________________
[name of person authorized to execute agreement], [title]

Dated: ______________________________

ATTEST

Approved as to form and legality:

__________________________________

[調べる人名] [役職名]
[調査機関名] [役職名]
SOURCE AGREEMENT
FROM WHICH THE TEMPLATE AGREEMENT WAS DERIVED
AGREEMENT

An AGREEMENT, made and entered into by and between the CITY OF GARDENA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, El Segundo Boulevard from Crenshaw Boulevard to Vermont Avenue; Artesia Boulevard from Western Avenue to Vermont Avenue; Western Avenue from El Segundo Boulevard to 182nd Street; and Normandie Avenue from El Segundo Boulevard to 182nd Street, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County’s Traffic Signal Synchronization Program (hereinafter referred to as "TSSP"),

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along Normandie Avenue from El Segundo Boulevard to 182nd Street which work is hereinafter referred to as PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, traffic detour, and final signing and striping for PROJECT, as more fully set forth herein; and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, the construction of Traffic Signal Synchronization improvements on Normandie Avenue from El Segundo Boulevard to 182nd Street is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P0006292 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, COUNTY has secured and obtained grant funds from the MTA and will provide matching funds to finance the Traffic Signal Synchronization improvements;

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the PROJECT and the TSSP.
NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY’s jurisdiction.

b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.

c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multi-jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.

d. Upon completion of PROJECT to accept full and complete ownership of, and responsibility for, the PROJECT and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY’S JURISDICTION, including the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.

e. To provide requisite temporary right of way and permits to COUNTY and/or COUNTY’s agents without fee as necessary to construct PROJECT.

f. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY’s preparation of annual report for MTA as referred to in Paragraph (2)c. below.

(2) COUNTY AGREES:

a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within COUNTY’s jurisdiction.

b. To develop and implement the traffic signal basic and coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.

c. To file an annual report with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling status from individual cities along the
ARTERIALS.

d. To perform or cause to be performed preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, equipment and system testing, traffic signal timing, traffic detour, and final signing and striping of PROJECT.

e. To administer the design and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P0006292 between COUNTY and the MTA.

f. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.

b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.

c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:  Mr. __________
Director of Public Works
City of ________
______, CA 9_____

COUNTY: Mr. ______________
Attention: Traffic and Lighting Division
County of Los Angeles, Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
d. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF __________ on _________________, 200__, and by the COUNTY OF LOS ANGELES on _________________, 200__.

COUNTY OF LOS ANGELES

ATTEST:

By __________________________
Director of Public Works

APPROVED AS TO FORM:

County Counsel

By __________________________
DEPUTY

CITY OF _________________

By __________________________
MAYOR

CITY OF LOS ANGELES

ATTEST:

By __________________________
CITY CLERK

APPROVED AS TO FORM:

By __________________________
CITY ATTORNEY
City of Lynnwood/City of Edmonds
Traffic Signals
Maintenance and Operation Agreement

THIS INTERLOCAL MAINTENANCE AND OPERATION AGREEMENT (hereinafter, “the Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Edmonds (hereinafter, “Edmonds”), a municipal corporation organized under the laws of the State of Washington, and the City of Lynnwood (hereinafter, “Lynnwood”), a municipal corporation organized under the laws of the State of Washington (collectively, “the Parties”), to define the rights, obligations, costs and liabilities of the Parties regarding the maintenance and operation of traffic signals located within Edmonds.

WHEREAS, Chapter 39.34 RCW (the Interlocal Cooperation Act) authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the Parties desire eventually to enter into an agreement with various other governmental entities for the purpose of maintaining and operating a multi-jurisdictional Intelligent Transportation System (ITS); and

WHEREAS, the Parties desire to operate and maintain existing traffic signal systems immediately and without the delay of waiting for the drafting, negotiation and execution of a multi-jurisdictional agreement; and

WHEREAS, the Parties desire to enter into an agreement to define their respective rights, obligations, costs and liabilities regarding the operation and maintenance of the existing traffic signal systems; and

WHEREAS, the Parties recognize that Lynnwood signal maintenance staff have the skills and proximity to provide timely assistance, and that they have unique knowledge of ITS components, they desire that Lynnwood personnel provide specific on-call services for maintaining and operating traffic signal systems in Edmonds;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated herein by reference, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for mutual cooperation between the Parties in maintaining and operating existing traffic signal systems within Edmonds. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to further this purpose. This Agreement further seeks to allocate and define the Parties’ respective rights, obligations, costs and liabilities concerning the operation and maintenance of the traffic signal systems.

Section 2. Term. This Agreement shall be effective on the date of execution by the Parties hereto. This Agreement shall remain in effect unless terminated in accordance with Section 3.
Section 3. Termination. Either Party may terminate this Agreement without cause by providing the other Party with 30 days written notice of its intent to terminate.

Section 4. Joint Owned Traffic Signals – Responsibilities. At two signal locations along SR 99, the City limits of Edmonds and Lynnwood divide the intersection, placing two quadrants within each jurisdiction. It is agreed that the Parties will each assume complete maintenance responsibilities, including rebuilding, for one signal system, as follows:

- 216th Street SW / SR 99 City of Edmonds
- 212th Street SW / SR 99 City of Lynnwood

Section 5. Provision of On-Call Maintenance and Operation Services. Lynnwood shall provide on-call assistance in maintaining and operating the traffic signal systems within Edmonds, subject to available workforce. Edmonds shall reimburse Lynnwood for all services, materials, labor, and equipment necessary to maintain and operate Edmonds’ traffic signal systems as requested. The services provided by Lynnwood shall fall into the following three general categories.

1. Emergency Call-Outs: Signal system emergencies in Edmonds shall be a high priority. Lynnwood technicians shall respond as soon as possible during the work day, and when on-call at night and weekends. Edmonds emergencies shall be rated a higher priority than non-critical work in Lynnwood. Night and weekend call-outs shall be subject to union negotiated minimum hourly charges.

2. Non-critical Repairs: Non-critical repairs will be responded to by Lynnwood technicians only after critical Lynnwood signal work has been completed. Edmonds will have the choice of asking for response on overtime, if regular time response is not adequate. Lynnwood technicians will not be required to work overtime for Edmonds.

3. Signal Engineering: Signal engineering, including signal timing, planning, and design will be responded to by Lynnwood engineers only after critical Lynnwood signal work has been completed. Edmonds will have the choice of asking for response on overtime, if regular time response is not adequate. Lynnwood engineers will not be required to work overtime for Edmonds.

Section 6. Billing, Payment and Rates for Services Provided.

A. Rates. Edmonds shall pay Lynnwood 100% of its expenses for maintenance and operation services performed by Lynnwood under this Agreement, including labor, equipment, and materials, plus 15% administrative overhead.

B. Billing and Payment. Lynnwood shall submit monthly invoices to Edmonds for services performed under this Agreement during the preceding month. Each invoice shall state the payment due for each service, by location. Invoices shall be mailed to Edmonds at the address listed in Section 15, care of the City of Edmonds Finance Department. Edmonds shall pay Lynnwood the appropriate amount within 15 days of receiving each monthly invoice.
C. Disputes. Any dispute arising between the Parties concerning rates or billing for services rendered under this Agreement shall be resolved using the dispute resolution procedures established by Section 7.

Section 7. Joint Administration – Dispute Resolution.

A. Joint Board. The provisions of this Agreement shall be administered by a Joint Board consisting of the Public Works Director of the City of Edmonds and the Public Works Director of the City of Lynnwood. If a dispute arises concerning the interpretation or application of the provisions, duties or obligations under this Agreement, the dispute shall be referred to the Joint Board for resolution.

B. Arbitration. If the Joint Board is unable to resolve a dispute referred to it for resolution, the Joint Board shall refer the dispute to binding arbitration. The arbitrator shall be selected by the Joint Board, PROVIDED that, if the Joint Board cannot mutually agree upon an arbitrator, either Board member may petition the Snohomish County Superior Court to appoint an arbitrator. Both members of the Joint Board shall consent to the arbitrator appointed by the Superior Court, and hereby waive any objection thereto.

Section 8. Failure to Perform. The failure of either Party to perform its duties and obligations under this Agreement shall constitute a breach of contract and shall be grounds for termination at the non-breaching Party’s discretion.

Section 9. Non-waiver. Waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision.

Section 10. Release, Indemnification and Hold Harmless.

A. In performing the work under this Agreement, Lynnwood agrees to protect, indemnify and save Edmonds harmless from and against any and all injury or damage to Edmonds or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the fault of Lynnwood, its agents, employees, representatives or subcontractors. Lynnwood specifically promises to indemnify Edmonds against claims or suits brought under Title 51 RCW by Lynnwood’s employees or subcontractors and waives any immunity that Lynnwood may have under that title with respect to, but only to, the limited extent necessary to indemnify Edmonds. Lynnwood shall also indemnify and hold Edmonds harmless from any wage, overtime or benefit claim of any Lynnwood employee, agent, representative or subcontractor performing services under this Agreement. Lynnwood further agrees to fully indemnify Edmonds from and against any and all costs of defending any such claim or demand to the end that Edmonds is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of Edmonds. In situations involving the negligence of Edmonds or its employees, the Parties’ respective liability shall be as defined by the law of the State of Washington.

B. Edmonds agrees to protect, indemnify and save Lynnwood harmless from and against any and all injury or damage to Lynnwood or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work
performed under the terms hereof, caused by the fault of Edmonds, its agents, employees, representatives or subcontractors. Edmonds specifically promises to indemnify Lynnwood against claims or suits brought under Title 51 RCW by Edmonds’ employees or subcontractors and waives any immunity that Edmonds may have under that title with respect to, but only to, the limited extent necessary to indemnify Lynnwood. Edmonds shall also indemnify and hold Lynnwood harmless from any wage, overtime or benefit claim of any Edmonds employee, agent, representative or subcontractor performing services under this Agreement. Edmonds further agrees to fully indemnify Lynnwood from and against any and all costs of defending any such claim or demand to the end that Lynnwood is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of Lynnwood. In situations involving the negligence of Lynnwood or its employees, the Parties’ respective liability shall be as defined by the law of the State of Washington.

Section 11. No Employment Relationship Created Between Lynnwood’s Employees and Edmonds. The Parties intend that no employment relationship will be created by this Agreement between Edmonds and any employee, agent, representative or subcontractor of Lynnwood. No agent, employee or representative or subcontractor of Lynnwood shall be deemed to be an agent, employee or representative or subcontractor of Edmonds for any purpose. Lynnwood shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

Section 12. Insurance Coverage. Lynnwood shall secure, maintain and provide assurances of adequate insurance coverage or participation in a pool insurance program. Certificates of coverage shall be delivered to Edmonds within fifteen (15) days of execution of this Agreement. The City of Edmonds shall be a named insured. To the extent that Lynnwood incurs additional costs to obtain such coverage, the costs shall be billed as provided in §6(A) and paid by Edmonds.

Section 13. Assignability. The services to be provided by Lynnwood pursuant to this Agreement may be assigned or subcontracted to another party only with the express written consent of Edmonds. Notwithstanding any such assignment or subcontract, Lynnwood shall remain solely responsible to Edmonds for the quality and timeliness of the assigned or subcontracted work.

Section 14. Force Majeur. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of said obligation is prevented or delayed by any cause, existing or future, which is unforeseen and beyond the reasonable control of the affected Party.

Section 15. Notices. Notices to Edmonds shall be sent to the following address:

STREET MANAGER
CITY OF EDMONDS PUBLIC WORKS
7110 – 210TH STREET, SW
EDMONDS, WA 98026

Notices to Lynnwood shall be sent to the following address:

TRANSPORTATION MANAGER
CITY OF LYNNWOOD
P.O. BOX 5008
LYNNWOOD, WA  98046-5008

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

Section 16. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising from the interpretation or performance of this Agreement shall be within Snohomish County, Washington.

Section 17. Financing and Property. The Parties do not anticipate that this Agreement will necessitate either joint financing or budgeting, or the acquisition, holding, or disposition of property. If the need for such budgeting or property arises, the Joint Board shall administer any necessary budgeting or property acquisition, holding, or disposition.

IN WITNESS OF THEIR MUTUAL CONSENT, the parties hereto have executed this agreement as of the day and year as written below:

DATED THIS __________ DAY OF ___________________________, 2001.

CITY OF EDMONDS

By: __________________________

Signature

Gary Haakenson

Mayor

CITY OF LYNNWOOD:

By: __________________________

Signature

Mike McKinnon

Mayor

APPROVED AS TO FORM:

City Attorney

City Attorney

STATE OF WASHINGTON )

)ss
COUNTY OF

)
On this __________ day of ________________________, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ____________________, to me known to be the ___________________________ of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

______________________________

NOTARY PUBLIC

My commission expires:

______________________________
Traffic Signal Operation and Maintenance Agreement
Cities of Bellevue and Redmond

This Agreement establishes traffic signal operation and maintenance responsibilities for traffic signals on the border between the cities of Bellevue and Redmond.

It is mutually beneficial for Bellevue and Redmond to assign overall responsibility for traffic signals along the city limit line to one Lead Agency. This facilitates the coordination of signal timing with adjacent signals, provides a single point of contact to address concerns, and reduces duplication of effort in the areas of trouble calls, record keeping, and agency communication/coordination. The public benefits through improved traffic operations and lower overall operation and maintenance costs.

Section 1 – Lead Agency Assignments

The Lead Agency for providing operations and maintenance for traffic signals on the border of Bellevue and Redmond are shown in Attachment A.

Section 2 – Operation and Maintenance

The Lead Agency shall provide operation and maintenance for all assigned traffic signals. The scope of operation and maintenance shall include all aspects of operating and maintaining the traffic signal, including signal timing, routine preventative and unscheduled maintenance, major maintenance, and the replacement of equipment that is beyond its scheduled or useful life. It also includes maintenance of vehicle detection, communication facilities, emergency pre-emption devices, sight distance to signal indications, traffic cameras, other Intelligent Transportation Systems (ITS) devices, and any other facilities closely linked to and complementing traffic signal operations.

The scope of operation and maintenance also includes the signs and channelization both at and on the roadway approaches to the traffic signal, generally extending from the intersection to the back of the left turn pocket (or advance loop detectors in the absence of a left turn pocket) on each roadway approach.

Energy for running the traffic signal and associated equipment, including intersection lighting, shall be the responsibility of the Lead Agency.

Section 3 – Standards

The traffic signals listed in this agreement shall be operated by the Lead Agency within the standards established by the Manual on Uniform Traffic Control Devices (MUTCD).

The traffic signals listed in the agreement shall be maintained consistent with the established maintenance practices of the Lead Agency.
Section 4 – Major Maintenance

Major maintenance is considered maintenance that is non-routine and extraordinary in scope and/or cost. For instance, major maintenance includes the knock down of signal poles or controller cabinets.

The Lead Agency shall be solely responsible for all major maintenance at assigned traffic signals.

Section 5 – Notification

The Lead Agency shall provide written notification to the other agency of certain permanent changes to traffic signal operations. This notification shall be made to give the non-Lead Agency the opportunity to comment, and invoke dispute resolution if necessary. Notification shall include, but not be limited to, the following:

- Major changes to signal timing which adversely affects queuing on the non-lead agency’s intersection approach.
- Change in lane assignments, major changes to pocket lengths approaching the intersection, or turn restrictions.

Changes of a more minor nature, including signal timing adjustments and left turn phasing changes, do not require notification, and the agencies are encouraged to discuss these types of changes at routine coordination meetings. The Lead Agency is also encouraged to share significant or consistent citizen complaints when coordination of the issue would be beneficial.

Section 6 – Major Improvement Projects

This agreement is not intended to establish the Lead Agency as the agency responsible for funding and/or making final decisions regarding design elements of major improvement projects affecting the assigned intersection. The two agencies shall negotiate those responsibilities as part of the design process for that specific major improvement project. Agencies are encouraged to notify each other of pending major improvement projects for budgeting and work planning purposes.

Section 7 - Ownership and Replacement

The Lead Agency shall be the owner of the traffic signal and its associated equipment. Associated equipment includes poles, signal and pedestrian heads, controller cabinet and equipment inside the cabinet, controller, service cabinet, communication cabinet, communication lines, conductors, terminal cabinets, ITS related equipment, pavement markings, signs, and any other equipment that is necessary to properly operate the traffic signal.
The Lead Agency shall also be responsible for the replacement of equipment consistent with Lead Agency practices.

Section 8 – Indemnification

Bellevue shall protect, defend, indemnify and save harmless Redmond, its successors and assigns together with its officers, directors, employees, and agents only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively “Claims”) which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by Bellevue of any obligation contained in this Agreement, to be observed or performed by Bellevue, or any wrongful act or negligence of Bellevue or its agents or employees which relates to this Agreement, howsoever arising. For this purpose, Bellevue, by mutual negotiation, hereby waives, with respect to the City of Redmond only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51RCW. In the event the City of Redmond incurs any judgment, award, and/or cost arising therefrom including attorney’s fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City of Bellevue.

Redmond shall protect, defend, indemnify and save harmless Bellevue, its successors and assigns together with its officers, directors, employees, and agents only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising solely from any breach, violation or non-performance by Redmond of any obligation contained in this Agreement, to be observed or performed by Redmond or any wrongful act or negligence of Redmond or its agents or employees which relates to this Agreement, howsoever arising. For this purpose, Redmond, by mutual negotiation, hereby waives, with respect to the City of Bellevue only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51RCW. In the event the City of Bellevue incurs any judgment, award, and/or cost arising therefrom including attorney’s fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City of Redmond.

Section 9 – Dispute Resolution

Disagreements regarding operations and maintenance issues, the terms of this agreement, or issues not covered by this agreement, shall be subject to dispute resolution. Dispute resolution should start and end at the staff level whenever feasible. For unresolved disputes, resolution shall be facilitated by a meeting between the Bellevue Transportation Director and the Redmond Public Works Director.

Section 10 – Supersede Previous Agreements

This agreement shall supersede any previous agreements regarding the traffic signals included in Attachment A.
Section 11 – Modification of Agreement

The terms of this agreement, including the addition or deletion of traffic signals listed in Attachment A, may be modified by the City of Bellevue Transportation Director and the City of Redmond Public Works Director by resigning this agreement once it is modified with the appropriate changes.

Section 12 – Term of Agreement

This agreement shall be in place until terminated.

Section 13 – Termination of Agreement

Either the City of Bellevue or the City of Redmond may terminate this agreement for any reason with written notice to the other party at the end of sixty (60) calendar days following receipt of notice.

In the event that this agreement is terminated, the ownership of equipment shall revert back to the agency that purchased the equipment when it was installed, or as mutually agreed. The Lead Agency shall ensure all equipment to be turned back is operable and maintainable.

Section 14 – Execution of Agreement

The parties hereto have executed this Bellevue/Redmond Signal Agreement as of this 30th day of November in the year 2006.

City of Bellevue

By: Goran Sparrman
Transportation Department Director

Approved as to form:
Assistant City Attorney

City of Redmond

By: David Rhodes
Director of Public Works
ATTACHMENT A

The City of Bellevue shall be the Lead Agency and provide operations and maintenance of the following traffic signals:

- 148th Avenue NE and NE 24th Street
- 148th Avenue NE and NE 22nd Street
- 148th Avenue NE and NE 20th Street
- Bel-Red Road and NE 20th Street
- Bel-Red Road and NE 24th Street
- Bel-Red Road and 156th Avenue NE
- Bel-Red Road and NE 30th Street

The City of Redmond shall be the Lead Agency and provide operations and maintenance of the following traffic signals:

- 148th Avenue NE and NE 6000 Block/Trail Crossing
- 148th Avenue NE and NE 5500 Block
- 148th Avenue NE and NE 51st Street
- 148th Avenue NE and NE 46th Street
- 148th Avenue NE and NE 4200 Block
- 148th Avenue NE and NE 40th Street
- 148th Avenue NE and NE 3700 Block Pedestrian Crossing
- 148th Avenue NE and NE 36th Street/NE 35th Street
- 148th Avenue NE and NE 3200 Block Pedestrian Crossing
- 156th Avenue NE and NE 28th Street
CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6619

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) for Signal Maintenance and Operation.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized and directed to execute, on behalf of the City, that certain Interlocal Agreement with the Washington State Department of Transportation (WSDOT) for Signal Maintenance and Operation, a copy of which has been given Clerk’s Receiving No. 31200.

Passed by the City Council this 19th day of December, 2001, and signed in authentication of its passage this 19th day of December, 2001.

(SEAL)

Chuck Mosher, Mayor

Attest:

Myrna L. Basich, City Clerk
January 11, 2002

Goran Sparman
Director, Transportation Dept.
City of Bellevue
P.O. Box 90012
Bellevue, WA 98009-9012

Dear Mr. Sparman:

Enclosed is a copy of a fully signed and executed agreement GM-1363 for the City of Bellevue to operate and maintain State-owned traffic signals.

We recognize that in order for the City to operate and maintain several of these traffic signals, the City will first need to replace some equipment. This will necessitate an incremental turnover of responsibilities to the City. Attachment “A” specifies the turnover schedule. Dirk Mitchell of your staff and our King County Traffic Engineer, Mark Leth, developed this schedule.

Providing WSDOT with read-only access to the City’s ATMS central system has proven more difficult than originally expected. We will be working with City staff to implement a secure connection that meets the requirements of the agreement. We are also in the process of getting copies made of signal timing sheets, available as-built plans, WSDOT maintenance standards and work zone traffic control guidelines. These will be forwarded directly to Mr. Mitchell.

We look forward to working cooperatively with the City on operations and maintenance of these traffic signals. If you have any questions regarding this agreement, please contact Mark Leth at 206-440-4484.

Sincerely,

[Signature]

TERRENCE G. PAANANEN, PE
Local Programs Engineer

TGP/ml
Attachments

cc: File: GM-1363
Signals: Kurt Schleichert, MS 47
Traffic: Mark Leth, MS 120
COB: Dirk Mitchell
ATTACHMENT A

TRAFFIC SIGNAL MAINTENANCE AND OPERATIONS
TURNOVER SCHEDULE

CURRENTLY OPERATED/MAINTAINED BY COB
Richards Rd and SE 32nd St (south leg WSDOT R/W)
SE Eastgate Way and 156th Ave SE
SE Eastgate Way and 161st Ave SE
148th Ave SE and SE 28th St (south leg WSDOT R/W)
SE 36th St and Richards Rd
SE Eastgate Way and Richards Rd
NE 8th St and 116th Ave NE
NE 8th St and 112th Ave NE
NE 4th St and SB off-ramp
NE 4th St and NB off-ramp
NE 6th St and 112th Ave NE
124th Ave NE and Northup Way

COB TO TAKE UPON RECEIPT OF SIGNED AGREEMENT
150th Ave SE and SE Eastgate Way
108th Ave NE and WB SR 520 off-ramp
148th Ave NE and EB SR 520 off-ramp
148th Ave NE and WB SR 520 off-ramp (NE 29th St)

COB TO TAKE OVER FEB 4, 2002
SE 8th St and SB off-ramp
SE 8th St and NB off-ramp
SE 8th St and 114th Ave SE/118th Ave SE

COB TO TAKE OVER FEB 11, 2002
Coal Creek Pkwy and NB ramps
Coal Creek Pkwy and SB ramps
Coal Creek Pkwy and 119th Ave SE

COB TO TAKE OVER FEB 18, 2002
150th Ave SE and EB off-ramp (SE 37th St)

COB TO TAKE OVER UPON CONSTRUCTION COMPLETION
Lake Hills Connector/116th Ave NE and NB off-ramp
NE 6th St and HOV Direct Access Ramps
AGREEMENT FOR SIGNAL MAINTENANCE & OPERATIONS  
WS DOT / CITY OF BELLEVUE  
GM-1363

This AGREEMENT made and entered into this ______ day of ____________, is by and between the State of Washington, Department of Transportation, acting through the Secretary of Transportation, hereinafter called the “STATE”, and the City of Bellevue, Washington, acting through its City Manager, hereinafter called the “CITY.”

WHEREAS, the STATE owns certain traffic signal systems, and

WHEREAS, it would be to the mutual benefit of the STATE and to the CITY for the CITY to perform the operation and maintenance of the traffic signal systems listed in Exhibit “A,” Category A, and to establish, in writing, each party’s responsibility toward the operation and maintenance of the subject traffic signals,

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performance contained herein or attached and made part of, IT IS MUTUALLY AGREED AS FOLLOWS:

I

GENERAL

The CITY agrees to maintain and operate the STATE owned signal systems listed in Exhibit A, Category A, under the following conditions.

The CITY agrees to perform all routine and ordinary maintenance and repair on said traffic signal systems in conformance with the STATE’s Maintenance and Operations Time Standard Manual M54-05.

The CITY will operate the traffic signal systems to optimize safety and efficiency of traffic flow on the arterials and the freeway. Particular emphasis shall be placed on minimizing freeway off-ramp queuing.

The CITY will operate the traffic signal systems consistent with the coordination needs of the adjacent city intersections and freeway ramp meters.

The STATE will establish detection requirements and a range of parameters for traffic signal controller timing settings such as minimum vehicle green, minimum vehicle clearance (yellow and all red), minimum walk time, and minimum flashing don’t walk.

The CITY will develop timing plans consistent with current traffic flow conditions on the arterials and freeway. Every effort will be made to optimize the transportation system. Signal and coordination timing plans will be reviewed and modified with the same frequency as CITY owned traffic signal systems.

The CITY will provide the STATE with read-only access to their ATMS central system. The STATE will be able to remotely monitor signal timing and traffic flow information.
for all CITY owned traffic signals on the system, as well as the STATE owned traffic
signals on the system.

The CITY will follow its typical trouble call response plan when action is needed at
these intersections. This includes responding after hours and on weekends. The CITY
will notify the STATE of status of pending work orders on a continuous basis. Typically
this notification would be through submittal of a bi-monthly maintenance and operations
report. The intent is for this information to be available by remote access in the future.

The STATE and CITY will meet at a minimum quarterly to review coordination issues,
system changes, and maintenance and operations issues for the STATE owned traffic
signal systems. The STATE is responsible for providing information on any procedural
changes contained within the STATE’s Maintenance and Operations Time Standard
Manual MS4-05. The CITY will provide copies of the timing plans and timing
schedules it develops at the quarterly meetings or when significant changes are made.

The STATE retains ownership of said traffic signal systems. As such, the CITY will
coordinate review of modifications with the STATE prior to implementation. The
exception is where extraordinary circumstances require the CITY to take immediate
remedial action. In the event a condition exists resulting from storm damage, third party
damage, unknown third party damage, or other reasons, the CITY may of their own
volition, remove any obvious and immediate traffic hazards before notification to the
STATE. The CITY is responsible for implementing and maintaining necessary traffic
control from the point at which the condition is identified until the traffic signal system is
restored to it’s previous functional state.

The CITY will be responsible for maintenance and operation of luminaries on STATE
owned traffic signal poles identified within Exhibit “A,” Category A. As opportunity
arises, the STATE and CITY will work jointly to separate STATE operated and
maintained services from the CITY’s.

The CITY will work with the STATE to develop and implement improvements to said
traffic signal systems in response to safety and operational reviews conducted by the
STATE. These reviews include, but are not limited to, high accident reviews and
channelization priority reviews.

The STATE and the CITY support implementation of priority treatments for Transit and
high occupancy vehicles where it is determined to be effective. The STATE and CITY
will jointly agree on hardware requirements and operational parameters. Unless part of a
CITY sponsored project, costs for implementation of priority treatments shall be the
responsibility of the STATE and/or Transit agencies. The STATE and CITY will seek
opportunities to jointly fund such installations.
II
SIGNAL ADDITION or DELETION

Exhibit “A” can be modified for addition or deletion of traffic signal systems by means of a Letter of Understanding, signed by the STATE’s Region Traffic Engineer and by the CITY’s Transportation Director.

III
RESPONSIBILITY FOR COST

The CITY agrees to perform routine and extraordinary maintenance and operation on said traffic signal systems at CITY expense. Extraordinary is defined as emergency replacement of traffic signal systems or components, resulting from accidents, adverse weather, vandalism, or other forces or actions. In lieu of cash reimbursement from the STATE, these costs and expenses are being offset by the benefits the CITY will be receiving by having one agency operate both CITY owned and STATE owned traffic signals and by improving the response time to signal malfunctions because of proximity of CITY operations staff.

The CITY will notify the STATE within 24 hours of extraordinary work that may be reimbursed by a third party. The STATE grants the CITY authority to pursue and secure reimbursement from a third party and/or their insurers for damages the third party has inflicted upon traffic signal systems listed in Exhibit “A,” Category A. Should the CITY not be successful in recovering third party reimbursement, the CITY shall be responsible for the costs.

The STATE agrees to fund replacement of said traffic signal systems when the systems deteriorate to the point of imminent failure or can no longer be cost effectively maintained. The STATE will fund replacement of the traffic signal systems when they reach this deficiency level and the traffic signal systems are sufficiently high on the STATE’s preservation priority listing, given the funding available. In addition, the STATE may fund additional improvements to the intersection and traffic system as operational conditions warrant and/or available technology changes.

The CITY will provide the STATE necessary documentation to support the traffic signal system deficiencies. The CITY will provide this information to the STATE biennially, by May on even years, so that the STATE has sufficient time to consider the need during the STATE’s biennial programming process.

The CITY will be responsible for the replacement cost of the traffic signal systems should the CITY proceed with such work prior to the traffic signal system deficiency criteria being met or prior to STATE funding being secured.

IV
ACCESS

The STATE grants the CITY access to STATE limited access right-of-way for the purpose of performing operation and maintenance on the signal systems listed in Exhibit
“A.” The CITY agrees to perform the work within STATE limited access right-of-way consistent with the STATE’s Work Zone Traffic Control Guidelines.

V

TURNBACK OF MAINTENANCE AND OPERATION RESPONSIBILITY

In the event that the CITY relinquishes maintenance and operation responsibility back to the STATE, the following conditions apply:

A. STATE maintenance and operations personnel will inspect the signal systems to determine if all the conditions have been satisfied.

B. The signal systems shall be fully operable and maintainable.

C. All costs associated with repairing signal systems to ensure that they are operational and maintainable shall be the responsibility of the CITY.

D. The CITY will provide an operational traffic controller and cabinet that meets the standards of the CITY at the time of turnback.

E. The CITY will make necessary modifications to separate any power sources or lighting system that would not be part of the future STATE system at CITY expense, including installation of new service cabinets if needed.

F. The CITY will upgrade the system’s software and/or firmware to the current version.

G. The CITY will provide the STATE with documentation and training on control equipment deemed necessary by the STATE for operation of the signal system.

H. The CITY will provide all available current as-built traffic signal system plans. All warranties and manufacturers’ information the CITY possesses will be provided to the STATE.

VI

TERM OF AGREEMENT

The term of this AGREEMENT shall be for up to one year, beginning on the date first entered above, and ending on December 31 of that year. This agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding November 1 of any such year. Failure of either party to notify the other of such termination on or before November 1 of any such year shall cause this agreement to automatically be renewed for the next ensuing calendar year.

Either the STATE or the CITY may terminate this AGREEMENT for any reason with written notice to the other party at the end of sixty (60) calendar days following receipt of
notice. Termination of this agreement shall constitute termination of all signal assignment documents as well.

VII
LEGAL RELATIONS

Each PARTY shall indemnify and hold the other PARTY, its officers, officials, employees and agents, while acting within the scope of their employment as such, harmless from and shall process and defend at the indemnifying PARTY’s own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages or costs of whatsoever kind or nature, brought against the other PARTY, arising out of, in connection with or incident to the indemnifying PARTY’s performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims, suits or actions are caused by or result from the concurrent negligence of the PARTIES, this indemnity provision provided herein shall be valid and enforceable, only to the extent of a PARTY’s own negligence and provided further no PARTY shall be required to indemnify, defend or hold harmless the other PARTY, its officers, officials, employees and agents, if the claim, suit or action is caused by the sole negligence of the PARTY. Each of the PARTIES agrees that its obligations under this indemnification provision extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees and agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTIES only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgment, award, and/or costs arising there from, including reasonable attorneys’ fees, to enforce this provision, all such fees, expenses and costs shall be recoverable from the responsible PARTY or combination of PARTIES to the extent of that PARTY’s/those PARTIES’ culpability. This indemnification and hold harmless shall survive any termination of this AGREEMENT.

It is recognized that both the STATE and CITY are self-insured for their liabilities, and no further evidence of insurance is required by this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: 
Assistant Regional Administrator
For Maintenance and Traffic

Approved As To Form:
Assistant Attorney General
Date: 12-5-01

CITY OF BELLEVUE

By: 
City Manager

Approved As To Form:
City Attorney
Date: 12-5-01
EXHIBIT “A”
AGREEMENT NO. GM-1363
TRAFFIC SIGNAL SYSTEM ASSIGNMENT

Category A: Traffic signal systems maintained and operated by the CITY.

**Interstate 90**

Richards Rd and SE 32nd St (south leg WSDOT R/W)
SE Eastgate Way and 156th Ave SE
SE Eastgate Way and 161st Ave SE
148th Ave SE and SE 28th St (south leg WSDOT R/W)
SE 36th St and Richards Rd
SE Eastgate Way and Richards Rd
150th Ave SE and SE Eastgate Way
150th Ave SE and EB off-ramp (SE 37th St)

**Interstate 405**

NE 8th St and 116th Ave NE
NE 8th St and 112th Ave NE
NE 4th St and SB off-ramp
NE 4th St and NB off-ramp
SE 8th St and SB off-ramp
SE 8th St and NB off-ramp
SE 8th St and 114th Ave SE/118th Ave SE
Lake Hills Connector/116th Ave NE and NB off-ramp
NE 6th St and HOV Direct Access Ramps
NE 6th St and 112th Ave NE
Coal Creek Pkwy and NB ramps
Coal Creek Pkwy and SB ramps
Coal Creek Pkwy and 119th Ave SE

**State Route 520**

124th Ave NE and Northup Way
108th Ave NE and WB SR 520 off-ramp
148th Ave NE and EB SR 520 off-ramp
148th Ave NE and WB SR 520 off-ramp (NE 29th St)

Category B: Traffic signal systems maintained and operated by the STATE.

**Interstate 90**

Lakemont Blvd and EB off-ramp
Lakemont Blvd. and Newport Way
Newport Way and EB on-ramp
INTERAGENCY AGREEMENT FOR
THE TRAFFIC SIGNAL AT THE INTERSECTION OF
40th AVENUE SOUTH AND SOUTH 272nd STREET

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 Kent ("the City").

RECATALS

A. The County owns the traffic signal located at the intersection of 40th Avenue South and South 272nd Street in unincorporated King County bordering the City ("the Signal").

B. The City has requested that the County allow the City to control the timing setting of the Signal in order to coordinate the Signal with other traffic signals located within the City.

C. Efficient coordination of the traffic signals in and around the City will provide benefits in the public’s interest.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Set up and Maintenance

King County Department of Transportation Road Services Division (RSD) agrees to connect this traffic signal to the City of Kent Traffic Signal System using City-installed interconnect cable terminated in the signal controller cabinet. RSD will substitute a City-supplied US Traffic Model 820-A VMS signal controller for the current ASC-8000 unit. RSD will install a City-supplied 820-A “D Connector” interface panel to allow the signal to be monitored and controlled by the City Master Traffic Signal Computer. RSD will maintain the Signal. The City will provide technical support for the US Traffic controller at RSD’s request. Whenever the City needs to get into a cabinet, a Signal Technician or Engineer will contact RSD for approval.

2. Traffic Signal Operation

2.1 RSD will control the Signal display, the vehicle detection system, establish a range of parameters for traffic controller timing settings such as minimum green, maximum green, gap times, vehicle clearance times, pedestrian walk, etc. The City and RSD will meet annually to review the operation of the Signal. All aspects of the operation will be reviewed including efficiency and safety.

2.2 The City will control the Signal controller timing settings within RSD’s traffic operational parameters and establish the traffic signal coordination system using:

a. A family of pre-set coordination patterns (developed jointly by RSD/City) operated by a time-of-day, day-of-week schedule; or
b. A real-time on line dynamic traffic control strategy based on current traffic flow characteristics as measured by the system; or

c. A combination of a. and b., above.

2.3 The City will provide a system password to RSD that will allow for monitoring only. If requested, City technicians will assist RSD personnel in familiarizing themselves with system capabilities. The City will fax notification of any signal timing changes it makes to RSD as soon as is practical after they are in effect.

3. 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 termination.

4. Entire Agreement and Amendments

This Agreement contains the entire written agreement of the parties hereto and supersedes any and all prior oral or written representations or understandings. This Agreement may be amended at any time by mutual agreement of the authorized representatives of both parties.

5. Hold Harmless and Indemnification

To the extent permitted by state law, and for the limited purpose set forth in this Agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officials, agents and employees, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, attorney’s fees or losses of any kind or nature whatsoever) to the extent that such claims arise out of or in any way result from the indemnifying party’s own negligent acts or omissions, or the negligent acts or omissions of its officials, agents and employees, while acting within the scope of their employment as such, related to such party’s participation and obligations under this Agreement. Each party agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by or on the behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to both parties in the event of termination pursuant to Section 6.
6. **Duration/Termination**

This Agreement will become effective upon signature by both parties and will remain in effect until terminated by 30 days' advance written notice by either party to the other party.

IN WITNESS, THEREOF, the parties have executed this Agreement effective as of the date last written below.

**KING COUNTY**

[Signature]

Director, King County Department of Transportation

**CITY OF KENT**

[Signature]

City Mayor, Jim Jeff

Date 5/8/01

Approved as to form:

[Signature]

Deputy Prosecuting Attorney

Date 5/8/01

Approved as to form:

[Signature]

ASST. City Attorney, Bret E. Unison
INTERAGENCY AGREEMENT FOR  
THE TRAFFIC SIGNAL AT THE INTERSECTION OF  
MILITARY ROAD SOUTH AND SOUTH 272\textsuperscript{ND} STREET

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 Kent ("the City").

RE bâtALS

A. The County owns the traffic signal located at the intersection of Military Road South and South 272\textsuperscript{nd} Street in unincorporated King County bordering the City ("the Signal").

B. The City has requested that the County allow the City to control the timing setting of the Signal in order to coordinate the Signal with other traffic signals located within the City.

C. Efficient coordination of the traffic signals in and around the City will provide benefits in the public's interest.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Set up and Maintenance

King County Department of Transportation Road Services Division (RSD) agrees to connect this traffic signal to the City of Kent Traffic Signal System using City-installed interconnect cable terminated in the signal controller cabinet. RSD will substitute a City-supplied US Traffic Model 820-A VMS signal controller for the current ASC-8000 unit. RSD will install a City-supplied 820-A "D Connector" interface panel to allow the signal to be monitored and controlled by the City Master Traffic Signal Computer. RSD will maintain the Signal. The City will provide technical support for the US Traffic controller at RSD's request. Whenever the City needs to get into a cabinet, a Signal Technician or Engineer will contact RSD for approval.

2. Traffic Signal Operation

2.1 RSD will control the Signal display, the vehicle detection system, establish a range of parameters for traffic controller timing settings such as minimum green, maximum green, gap times, vehicle clearance times, pedestrian walk, etc. The City and RSD will meet annually to review the operation of the Signal. All aspects of the operation will be reviewed including efficiency and safety.

2.2 The City will control the Signal controller timing settings within RSD's traffic operational parameters and establish the traffic signal coordination system using:

a. A family of pre-set coordination patterns (developed jointly by RSD/City) operated by a time-of-day, day-of-week schedule; or
b. A real-time online dynamic traffic control strategy based on current traffic flow characteristics as measured by the system; or

c. A combination of a. and b., above.

2.3 The City will provide a system password to RSD that will allow for monitoring only. If requested, City technicians will assist RSD personnel in familiarizing themselves with system capabilities. The City will fax notification of any signal timing changes it makes to RSD as soon as is practical after they are in effect.

3. 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 termination.

4. Entire Agreement and Amendments

This Agreement contains the entire written agreement of the parties hereto and supersedes any and all prior oral or written representations or understandings. This Agreement may be amended at any time by mutual agreement of the authorized representatives of both parties.

5. Hold Harmless and Indemnification

To the extent permitted by state law, and for the limited purpose set forth in this Agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officials, agents and employees, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, attorney's fees or losses of any kind or nature whatsoever) to the extent that such claims arise out of or in any way result from the indemnifying party's own negligent acts or omissions, or the negligent acts or omissions of its officials, agents and employees, while acting within the scope of their employment as such, related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by or on the behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to both parties in the event of termination pursuant to Section 6.
6. **Duration/Termination**

This Agreement will become effective upon signature by both parties and will remain in effect until terminated by 30 days' advance written notice by either party to the other party.

IN WITNESS, THEREOF, the parties have executed this Agreement effective as of the date last written below.

**KING COUNTY**

Director, King County Department of Transportation

5/29/01

Date

Approved as to form:

Deputy Prosecuting Attorney

**CITY OF KENT**

City Mayor, Jim White

5-8-01

Date

Approved as to form:

Asst, City Attorney, Brett C. Vinson
Exhibit 6: Operation and Maintenance of Transit Signal Priority within the City of Redmond

Agreement Between the
City of Redmond and King County for
Operation and Maintenance of Transit Signal Priority

THIS OPERATIONS AND MAINTENANCE AGREEMENT is made and entered into this 31st day of DECEMBER 2008, by and between King County, hereinafter called the “County,” and the City of Redmond hereinafter called the “City,” both of which entities may be collectively referred to as the “Parties.”

WHEREAS, the City has been selected for a Transit Service Speed and Reliability Partnership Award for the Bellevue and Redmond RapidRide corridor; and

WHEREAS, this award was based in part on the City agreeing to provide a speed and reliability benefit to transit vehicles through the operation of transit signal priority; and

WHEREAS, the City has committed to implement transit signal priority at specified intersections; and

WHEREAS, the Parties are required as a condition of the Transit Service Speed and Reliability Partnership Agreement to execute a supplemental operations and maintenance agreement outlining the roles and responsibilities of each party for the transit signal priority system and all related signal timing projects;

WHEREAS, the general terms and conditions contained in the Transit Service Speed and Reliability Partnership Agreement are incorporated by reference, except as modified below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

1.1 “O and M AGREEMENT” shall mean this supplemental AGREEMENT between the City and the County for the operations and maintenance of Transit Signal Priority.

1.2 “TSP” means Transit Signal Priority, the ability of a traffic signal control system, generally within the traffic controller functional capability, to grant special priority treatment to buses by adjusting traffic controller settings so as to reduce signal delay for transit buses. This term is synonymous with “TSP functionality.”

1.3 “TSC System” means the Traffic Signal Control System maintained and owned by the City for the purpose of managing and controlling vehicular traffic, including, but not limited to, intersection street equipment (traffic signal heads, poles, detectors, conduit, interconnect, traffic controllers and cabinets), and supporting Traffic Management Center (“TMC”) software and/or hardware.

1.4 “TSP System” means the Transit Signal Priority System which is the functional integration of the TPR System with the TSC System through which TSP is provided.

1.5 “TPR System” means the Transit Priority Request System that identifies transit buses as they approach a signalized intersection for the purpose of requesting priority treatment from the signal controller. The system is comprised of (i) on-board bus components (ii) the Transit ITS Communication Network, (iii) the TPR generator, (iv) TPR Interface Panel and (v) the TPR Management System.

1.6 “TPR Generator” means the Transit Priority Request Generator, the portion of the TPR System that is located either in a Transit ITS Cabinet or in a dedicated space with the “TSP Compatible Traffic Control Cabinet. This unit generates the conditional priority request that is transmitted to the Traffic Signal Control System.

1.7 “TPR Interface Panel” means the termination panel that connects the TPR system to the TSC System.
1.8 "TPR Management System" means the TPR Management Server, backhaul network connections to the King County wide area network (WAN); "Transit Priority Request Logic" and all other central system hardware and applications located in the King Street Center County offices that are used to manage and communicate with the TPR Generators in the field. It also includes any TPR Remote Workstations that provide user input, and system management and operational functions.

1.9 "Transit Priority Request Logic" means the algorithms within the TPR System that establishes the hours of operation for transit signal priority and the frequency with which transit coaches will be allowed to request priority.

1.10 "Transit ITS Communication Network" means the equipment required to operate an ethernet based network that supports transit signal priority operations and real time transit information signs. It includes the following: a "Transit Fiber Network," switching and routing equipment located in either a "Transit ITS Cabinet" or a dedicated space within a City-owned "TSP Compatible Traffic Control Cabinet"; wireless communication equipment on board the transit fleet; and Transit Antenna(s) for wireless communication that are mounted on the City-owned mast arm at the intersection.

1.11 "Transit Fiber Network" shall mean the physical communication infrastructure established within the City by the Parties to support the operation of the Transit ITS Communication Network.

1.12 "Transit Antenna" shall mean the antenna(s) located on City-owned mast arms with communication connections to either the National Electrical Manufacturers Association (NEMA) certified Transit ITS cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communications connections to City-owned traffic control cabinets; the Transit ITS Cabinets shall be used to house equipment related to the operation of the TPR System.

1.13 "Transit ITS Cabinet" shall mean small NEMA certified cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communication to City-owned traffic control cabinets. Transit ITS cabinets shall be used to house equipment related to the operation of the TPR System.

1.14 "TSP Compatible Traffic Control Cabinet" means those NEMA certified traffic control cabinets installed and maintained by the City to house traffic control equipment that have been configured to provide a dedicated, secured space within the cabinet to house equipment related to the operation of the TPR System that is separate from the space that houses all of the traffic control equipment.

2 General

2.1 This O and M AGREEMENT will function as a master agreement which outlines the terms and conditions under which the City and the County agree to operate and maintain all transit signal priority installations within the City. Upon execution, this O and M AGREEMENT will apply to the transit signal priority installations that will be developed along the Bellevue and Redmond RapidRide corridor, as identified in the attached Table 1.

2.2 The City and the County agree they have joint responsibility for the implementation and ongoing operation of transit signal priority. The Parties re-affirm the principles for the implementation and operation of transit signal priority projects and all other signal operations projects as outlined in Bellevue and Redmond Speed and Reliability Partnership Proposal.

2.3 In the future, if the Parties jointly agree to add additional transit signal priority installations to the system, this O and M AGREEMENT may be amended by expanding Table 1 to include these new installations. The same terms and conditions will apply unless the Parties agree to new ones. The mechanism for enrolling future TSP installations will be a written request from the County to the City to amend Table 1. The signatories for these amendments will be the Mayor of the City of Redmond and the General Manager of the King County Transit Division, or their designees.

3 County Responsibilities
3.1 The County will share with the City the cost of operating and maintaining the “Transit Fiber Network” consistent with a supplemental fiber agreement(s) that the Parties will execute on or before December 31, 2009.

3.2 Exclusive of the “Transit Fiber Network” referenced in Section 3.1, the County will own and maintain all components of the “TPR System” except for the following: TPR Interface Panels located within the traffic section of a TSP Compatible Traffic Control Cabinet; TSP Compatible Traffic Control Cabinets; and mast arms used for mounting Transit Antennas.

3.3 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the City.

3.4 The County will be responsible for monitoring the performance of the TPR System on an ongoing basis and for determining when the system or elements of the system are not working properly. The County will perform initial diagnostics and make the necessary repairs if the affected components are all under the direct control of the County. If the repairs require assistance from the City, the County will issue a trouble call and request assistance from the City.

3.5 The County recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of transit signal priority. The County agrees to cooperate with the City in the management of trouble calls and to provide the necessary staff resources to work with the City to diagnose and fix equipment failures and other problems.

3.6 The County will take the lead in scheduling an annual review of transit signal priority operations with the City.

4 City Responsibilities

4.1 The City will continue to own, operate, maintain and finance all aspects of its “Traffic Signal Control System,” including traffic controllers, traffic control cabinets, mast arms, central systems and all related applications.

4.2 The City will permit a power connection between its TSC System and the Transit ITS Cabinet or the transit portion of the TSP Compatible Traffic Control Cabinet and will pay for the ongoing cost of power to these units.

4.3 The City will share with the County the cost of operating and maintaining the “Transit Fiber Network” consistent with a supplemental agreement that the parties will execute on or before December 31, 2009.

4.4 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the County.

4.5 After the initial installation, the City will own and maintain all TPR Interface Panels located in the TSP Compatible Traffic Control Cabinets in the section reserved for traffic control equipment.

4.6 The City will have responsibility for monitoring the performance of its Traffic Signal Control System to ensure that it is responding appropriately to the transit priority requests that it receives.

4.7 The City recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of Transit Signal Priority.

4.8 The City agrees to cooperate with the County in the management of trouble calls and to provide the necessary staff resources to work with the County to diagnose and fix equipment failures and other problems.

4.9 The City will make a good faith effort to respond to trouble call requests from the County within 48 hours of receiving a request.
4.10 The City will make available to the County on an ongoing basis the current signal timing plans for all intersections affected by this Operations and Maintenance Agreement.

4.11 When the City makes major updates or comprehensively retimes signals covered by this Operations and Maintenance Agreement, it will be coordinate this effort with the County prior to implementation in the field.

4.12 The City will meet with the County at least once each year to review the performance and effectiveness of the transit signal priority system and to agree on actions that will be taken to improve performance. The results of this annual review and any agreed upon follow up actions will be summarized in writing.

4.13 If the City installs a new central system for traffic control, the City will ensure that this central system has the capability to record and log the actions taken by the traffic controller in response to transit priority requests so that this data can be transmitted back to the County via the agreed upon backhaul connection. This will allow an automated comparison of the transit priority requests that were issued and the corresponding response from the traffic control system to each request. When the City evaluates and selects a central system, the City and the County will agree on the scope of this functionality and address cost sharing of any development costs at that time.

5 Testing and Acceptance Procedures for Future TPR System Enhancements

5.1 The County’s development cycle for future TPR System enhancements may include scope development, bench testing, field installation and testing and final approval. At its discretion, the County may retain consultants to assist in designing and conducting these tests.

5.2 The City will have the option of identifying staff to participate in the development of the test procedures, in the administration of these tests, and in determining if future TPR System enhancements meet any required City specifications.

5.3 Upon the satisfactory completion of the agreed upon tests for future TPR system enhancements, the County will report the test results to the City.

5.4 Pending satisfactory test results, the County will request written approval from the City to integrate these TPR system enhancements into the TSP System. The City agrees not to withhold its approval unreasonably.

6 Duration

6.1 This O and M Agreement shall take effect upon its execution and shall run concurrently with the term of the Transit Service Speed and Reliability Partnership Agreement.

7 Termination

7.1 If the Transit Service Speed and Reliability Partnership Agreement is ever terminated, this O and M Agreement shall terminate at the same time, except that the Parties will have the option to extend this O and M Agreement on terms mutually acceptable to both Parties.

8 Identification of Contacts at the City and the County

8.1 The City and the County each agree to appoint an Operations and Maintenance Liaison to work together to implement this O and M AGREEMENT.

8.2 Within fourteen (14) days of the execution of this O and M AGREEMENT, the parties will provide each other in writing with the name of their Project Liaison.
8.3 All official communication concerning this O and M AGREEMENT should be directed to the following parties:

City: Mr. Rob Crittenden
       Traffic Operations Manager
       City of Redmond
       15670 NE 85th Street, MS 2NPW
       Redmond, WA 98052-3580

County: Ms. Ellen Bevington
       Supervisor of Capital Projects
       Transit Speed and Reliability
       King County Department of Transportation
       201 S Jackson Street, MS KSC-TR-0411
       Seattle, WA 98104-3856

8.4 Any changes in agency contacts from those noted above must be communicated in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this O and M AGREEMENT this ___ day of ________, 2008.

City of Redmond

[Signature]
John Marchione
Mayor

[Date]

King County

[Signature]
Kevin Desmond
General Manager, Metro Transit Division

[Date]
Table 1: Transit Signal Priority Locations in the City of Redmond

<table>
<thead>
<tr>
<th>Project Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 TSP at 161st Ave NE &amp; NE 83rd St</td>
</tr>
<tr>
<td>2 TSP at 161st Ave NE &amp; NE 85th St</td>
</tr>
<tr>
<td>3 TSP at 160th Ave NE &amp; NE 85th St</td>
</tr>
<tr>
<td>4 TSP at 160th Ave NE &amp; NE 90th St</td>
</tr>
<tr>
<td>5 TSP at 154th Ave NE &amp; NE 90th St</td>
</tr>
<tr>
<td>6 TSP at Willows Rd NE &amp; NE 90th St</td>
</tr>
<tr>
<td>7 TSP at 148th Ave NE &amp; Redmond Way</td>
</tr>
<tr>
<td>8 TSP at 148th Ave NE &amp; Old Redmond Rd</td>
</tr>
<tr>
<td>9 TSP at 148th Ave NE &amp; NE 54th St</td>
</tr>
<tr>
<td>10 TSP at 148th Ave NE &amp; NE 51st St</td>
</tr>
<tr>
<td>11 TSP at 148th Ave NE &amp; NE 46th St</td>
</tr>
<tr>
<td>12 TSP at 148th Ave NE &amp; NE 40th St</td>
</tr>
<tr>
<td>13 TSP at NE 40th St &amp; 150th Ave NE</td>
</tr>
<tr>
<td>14 TSP at NE 40th St &amp; 15200 Block</td>
</tr>
<tr>
<td>15 TSP at NE 40th St &amp; SR 520 WB Ramp</td>
</tr>
<tr>
<td>16 TSP at NE 40th St &amp; SR 520 EB Ramp</td>
</tr>
<tr>
<td>17 TSP at NE 40th St &amp; 158th Ave NE</td>
</tr>
<tr>
<td>18 TSP at 156th Ave NE &amp; Overlake Transit Center</td>
</tr>
<tr>
<td>19 TSP at 156th Ave NE &amp; NE 36th St</td>
</tr>
<tr>
<td>20 TSP at 158th Ave NE &amp; NE 31st St</td>
</tr>
<tr>
<td>21 TSP at 152nd Ave NE &amp; 2600 Block</td>
</tr>
<tr>
<td>22 TSP at 152nd Ave NE &amp; NE 24th St</td>
</tr>
</tbody>
</table>
Exhibit 7: Operation and Maintenance of Transit Signal Priority within the City of Bellevue

Agreement Between the
City of Bellevue and King County for
Operation and Maintenance of Transit Signal Priority

THIS OPERATIONS AND MAINTENANCE AGREEMENT is made and entered into this 31st day of December, 2008, by and between King County, hereinafter called the “County,” and the City of Bellevue hereinafter called the “City,” both of which entities may be collectively referred to as the “Parties.”

WHEREAS, the City has been selected for a Transit Service Speed and Reliability Partnership Award for the Bellevue and Redmond RapidRide corridor; and

WHEREAS, this award was based in part on the City agreeing to provide a speed and reliability benefit to transit vehicles through the operation of transit signal priority; and

WHEREAS, the City has committed to implement transit signal priority at specified intersections; and

WHEREAS, the Parties are required as a condition of the Transit Service Speed and Reliability Partnership Agreement to execute a supplemental operations and maintenance agreement outlining the roles and responsibilities of each party for the transit signal priority system and all related signal timing projects;

WHEREAS, the general terms and conditions contained in the Transit Service Speed and Reliability Partnership Agreement are incorporated by reference, except as modified below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follow:

1 Definitions

1.1 “O and M AGREEMENT” shall mean this supplemental AGREEMENT between the City and the County for the operations and maintenance of Transit Signal Priority.

1.2 “TSP” means Transit Signal Priority, the ability of a traffic signal control system, generally within the traffic controller functional capability, to grant special priority treatment to buses by adjusting traffic controller settings so as to reduce signal delay for transit buses. This term is synonymous with “TSP functionality.”

1.3 “TSC System” means the Traffic Signal Control System maintained and owned by the City for the purpose of managing and controlling vehicular traffic, including but not limited to, intersection street equipment (traffic signal heads, poles, detectors, conduit, interconnect, traffic controllers and cabinets), and supporting Traffic Management Center (“TMC”) software and/or hardware.

1.4 “TSP System” means the Transit Signal Priority System which is the functional integration of the TPR System with the TSC System through which TSP is provided.

1.5 “TPR System” means the Transit Priority Request System that identifies transit buses as they approach a signalized intersection for the purpose of requesting priority treatment from the signal controller. The system is comprised of (i) on-board bus components (ii) the Transit ITS Communication Network, (iii) the TPR generator, (iv) TPR Interface Panel and (v) the TPR Management System.

1.6 “TPR Generator” means the Transit Priority Request Generator, the portion of the TPR System that is located either in a Transit ITS Cabinet or in a dedicated space with the “TSP Compatible Traffic Control Cabinet. This unit generates the conditional priority request that is transmitted to the Traffic Signal Control System.

1.7 “TPR Interface Panel” means the termination panel that connects the TPR system to the TSC System.
1.8 “TPR Management System” means the TPR Management Server, backhaul network connections to the King County wide area network (WAN); “Transit Priority Request Logic” and all other central system hardware and applications located in the King Street Center County offices that are used to manage and communicate with the TPR Generators in the field. It also includes any TPR Remote Workstations that provide user input, and system management and operational functions.

1.9 “Transit Priority Request Logic” means the algorithms within the TPR System that establishes the hours of operation for transit signal priority and the frequency with which transit coaches will be allowed to request priority.

1.10 “Transit ITS Communication Network” means the equipment required to operate an ethernet based network that supports transit signal priority operations and real time transit information signs. It includes the following: a “Transit Fiber Network,” switching and routing equipment located in either a “Transit ITS Cabinet” or a dedicated space within a City-owned “TSP Compatible Traffic Control Cabinet”; wireless communication equipment on board the transit fleet; and Transit Antenna(s) for wireless communication that are mounted on the City-owned mast arm at the intersection.

1.11 “Transit Fiber Network” shall mean the physical communication infrastructure established within the City by the Parties to support the operation of the Transit ITS Communication Network.

1.12 “Transit Antenna” shall mean the antenna(s) located on City-owned mast arms with communication connections to either the National Electrical Manufacturers Association (NEMA) certified Transit ITS cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communications connections to City-owned traffic control cabinets; the Transit ITS Cabinets shall be used to house equipment related to the operation of the TPR System.

1.13 “Transit ITS Cabinet” shall mean small NEMA certified cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communication to City-owned traffic control cabinets. Transit ITS cabinets shall be used to house equipment related to the operation of the TPR System.

1.14 “TSP Compatible Traffic Control Cabinet” means those NEMA certified traffic control cabinets installed and maintained by the City to house traffic control equipment that have been configured to provide a dedicated, secured space within the cabinet to house equipment related to the operation of the TPR System that is separate from the space that houses all of the traffic control equipment.

2 General

2.1 This O and M AGREEMENT will function as a master agreement which outlines the terms and conditions under which the City and the County agree to operate and maintain all transit signal priority installations within the City. Upon execution, this O and M AGREEMENT will apply to the transit signal priority installations that will be developed along the Bellevue and Redmond RapidRide corridor, as identified in the attached Table 1.

2.2 The City and the County agree they have joint responsibility for the implementation and ongoing operation of transit signal priority. The Parties re-affirm the principles for the implementation and operation of transit signal priority projects and all other signal operations projects as outlined in Bellevue and Redmond Speed and Reliability Partnership Proposal.

2.3 In the future, if the Parties jointly agree to add additional transit signal priority installations to the system, this O and M AGREEMENT may be amended by expanding Table 1 to include these new installations. The same terms and conditions will apply unless the Parties agree to new ones. The mechanism for enrolling future TSP installations will be a written request from the County to the City to amend Table 1. The signatories for these amendments will be the City Manager of the City of Bellevue and the General Manager of the King County Transit Division, or their designees.

3 County Responsibilities

Speed & Reliability Partnership Agreement with the Cities of Bellevue and Redmond
Attachment A—Exhibit 7
Page 27 of 20
3.1 The County will share with the City the cost of operating and maintaining the “Transit Fiber Network” consistent with a supplemental fiber agreement(s) that the Parties will execute on or before December 31, 2009.

3.2 Exclusive of the “Transit Fiber Network” referenced in Section 3.1, the County will own and maintain all components of the “TPR System” except for the following: TPR Interface Panels located within the traffic section of a TSP Compatible Traffic Control Cabinet; TSP Compatible Traffic Control Cabinets; and mast arms used for mounting Transit Antennas.

3.3 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the City.

3.4 The County will be responsible for monitoring the performance of the TPR System on an ongoing basis and for determining when the system or elements of the system are not working properly. The County will perform initial diagnostics and make the necessary repairs if the affected components are all under the direct control of the County. If the repairs require assistance from the City, the County will issue a trouble call and request assistance from the City.

3.5 The County recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of transit signal priority. The County agrees to cooperate with the City in the management of trouble calls and to provide the necessary staff resources to work with the City to diagnose and fix equipment failures and other problems.

3.6 The County will take the lead in scheduling an annual review of transit signal priority operations with the City.

4 City Responsibilities

4.1 The City will continue to own, operate, maintain and finance all aspects of its “Traffic Signal Control System,” including traffic controllers, traffic control cabinets, mast arms, central systems and all related applications.

4.2 The City will permit a power connection between its TSC System and the Transit ITS Cabinet or the transit portion of the TSP Compatible Traffic Control Cabinet and will pay for the ongoing cost of power to these units.

4.3 The City will share with the County the cost of operating and maintaining the “Transit Fiber Network” consistent with a supplemental agreement that the parties will execute on or before December 31, 2009.

4.4 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the County.

4.5 After the initial installation, the City will own and maintain all TPR Interface Panels located in the TSP Compatible Traffic Control Cabinets in the section reserved for traffic control equipment.

4.6 The City will have responsibility for monitoring the performance of its Traffic Signal Control System to ensure that it is responding appropriately to the transit priority requests that it receives.

4.7 The City recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of Transit Signal Priority.

4.8 The City agrees to cooperate with the County in the management of trouble calls and to provide the necessary staff resources to work with the County to diagnose and fix equipment failures and other problems.

4.9 The City will make a good faith effort to respond to trouble call requests from the County within 48 hours of receiving a request.
4.10 The City will make available to the County on an ongoing basis the current signal timing plans for all intersections affected by this Operations and Maintenance Agreement.

4.11 When the City makes major updates or comprehensively retimes signals covered by this Operations and Maintenance Agreement, it will coordinate this effort with the County prior to implementation in the field.

4.12 The City will meet with the County at least once each year to review the performance and effectiveness of the transit signal priority system and to agree on actions that will be taken to improve performance. The results of this annual review and any agreed upon follow up actions will be summarized in writing.

4.13 If the City installs a new central system for traffic control, the City will ensure that this central system has the capability to record and log the actions taken by the traffic controller in response to transit priority requests so that this data can be transmitted back to the County via the agreed upon back haul connection. This will allow an automated comparison of the transit priority requests that were issued and the corresponding response from the traffic control system to each request. When the City evaluates and selects a central system, the City and the County will agree on the scope of this functionality and address cost sharing of any development costs at that time.

5 Testing and Acceptance Procedures for Future TPR System Enhancements
5.1 The County’s development cycle for future TPR System enhancements may include scope development, bench testing, field installation and testing and final approval. At its discretion, the County may retain consultants to assist in designing and conducting these tests.

5.2 The City will have the option of identifying staff to participate in the development of the test procedures, in the administration of these tests, and in determining if future TPR System enhancements meet any required City specifications.

5.3 Upon the satisfactory completion of the agreed upon tests for future TPR system enhancements, the County will report the test results to the City.

5.4 Pending satisfactory test results, the County will request written approval from the City to integrate these TPR system enhancements into the TSP System. The City agrees not to withhold its approval unreasonably.

6 Duration
6.1 This O and M Agreement shall take effect upon its execution and shall run concurrently with the term of the Transit Service Speed and Reliability Partnership Agreement.

7 Termination
7.1 If the Transit Service Speed and Reliability Partnership Agreement is ever terminated, this O and M Agreement shall terminate at the same time, except that the Parties will have the option to extend this O and M Agreement on terms mutually acceptable to both Parties.

8 Identification of Contacts at the City and the County
8.1 The City and the County each agree to appoint an Operations and Maintenance Liaison to work together to implement this O and M AGREEMENT.

8.2 Within fourteen (14) days of the execution of this O and M AGREEMENT, the parties will provide each other in writing with the name of their Project Liaison.
8.3 All official communication concerning this O and M AGREEMENT should be directed to the following parties:

City: Mr. Mike Whiteaker
ITS Manager
City of Bellevue
450 110th Avenue NE
Bellevue, Washington 98004

County: Ms. Ellen Bevington
Supervisor of Capital Projects
Transit Speed and Reliability
King County Department of Transportation
201 S Jackson Street, MS KSC-TR-0411
Seattle, WA 98104-3856

8.4 Any changes in agency contacts from those noted above must be communicated in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this O and M AGREEMENT this ___ day of ________, 2008.

City of Bellevue

By: Brad Miyake
Deputy City Manager

Date: 12-16-08

King County

By: Kevin Desmond
General Manager, Metro Transit Division

Date: 12-31-08
Table 1: Transit Signal Priority Locations in the City of Bellevue

<table>
<thead>
<tr>
<th></th>
<th>Transit Signal Priority, Intersections in Bellevue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TSP at 158th Ave NE &amp; NE 24th St</td>
</tr>
<tr>
<td>2</td>
<td>TSP at NE 24th St &amp; Bel-Red Rd</td>
</tr>
<tr>
<td>3</td>
<td>TSP at 158th Ave NE &amp; NE 20th St</td>
</tr>
<tr>
<td>4</td>
<td>TSP at 156th Ave NE &amp; NE 15th St</td>
</tr>
<tr>
<td>5</td>
<td>TSP at 156th Ave NE &amp; NE 13th St</td>
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<tr>
<td>6</td>
<td>TSP at 156th Ave NE &amp; NE 10th St</td>
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<tr>
<td>7</td>
<td>TSP at 156th Ave NE &amp; NE 8th St</td>
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<tr>
<td>8</td>
<td>TSP at NE 8th St &amp; 143rd Ave NE</td>
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<tr>
<td>9</td>
<td>TSP at NE 8th St &amp; 140th Ave NE</td>
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<tr>
<td>10</td>
<td>TSP at NE 8th St &amp; 124th Ave NE</td>
</tr>
<tr>
<td>11</td>
<td>TSP at NE 8th St &amp; 120th Ave NE</td>
</tr>
</tbody>
</table>
AGREEMENT ON THE DESIGN, CONSTRUCTION, OWNERSHIP, AND MAINTENANCE OF THE A-LINE RAPIDRIDE FIBER OPTIC PROJECT

Between

KING COUNTY
CITY OF SEATAC
CITY OF DES MOINES
CITY OF KENT
CITY OF FEDERAL WAY
1. **RECITALS**

This AGREEMENT is made by and between the City of SeaTac, the City of Des Moines, the City of Kent, the City of Federal Way, and King County, hereinafter referred to as the “Participating Agencies.”

WHEREAS, King County Ordinance No. 15582 (Transit Now Ordinance) identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through Transit Now that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, one of the programs specifically identified in the Transit Now Ordinance was the development and implementation of a bus rapid transit program in five distinct corridors, including new bus rapid transit services connecting the Tukwila International Boulevard Link Light Rail Station and the Federal Way Transit Center; and

WHEREAS, the key elements of bus rapid transit include new, low-floor, hybrid diesel-electric buses; improved frequency of bus service; improved traffic operations; and transit stations with real-time passenger information signs; and

WHEREAS, King County’s bus rapid transit program has now been named RapidRide; and

WHEREAS, the Participating Agencies are interested in advancing the implementation of this program; and

WHEREAS, the approved King County transit capital program includes funding to support the investments in traffic signal systems and communication necessary to implement RapidRide; and

WHEREAS, King County plans to construct a fiber optic network along Pacific Highway South/International Boulevard for the purpose of providing the communication infrastructure to support capital improvements such as real-time passenger information signs and transit signal priority elements of RapidRide; and

WHEREAS, King County plans to install a sufficient number of fiber optic cables to meet the county’s needs as well as additional fiber optic cable to support the fiber communication needs of the Participating Agencies; and

WHEREAS, the City of SeaTac, the City of Des Moines, the City of Kent, and the City of Federal Way have conduit path available that can serve all the Participating Agencies; and

WHEREAS, mutually beneficial contractual arrangements with other public entities that leverage public funds to provide both new and better bus service to cities and major employers is one of four key strategies identified in the Transit Now proposition approved by King County voters in the general election on November 7, 2006;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTICIPATING AGENCIES, THE PARTICIPATING AGENCIES AGREE AS FOLLOWS:
II. PURPOSE OF AGREEMENT

This Agreement defines how the Participating Agencies will work together for the benefit of all the Participating Agencies in implementing the A-Line RapidRide Fiber Optic Project. This document also outlines the roles and responsibilities of all the Participating Agencies with respect to the design, use, maintenance, and financing of the fiber cables during the term of the Agreement.

III. DEFINITIONS

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings, unless the context clearly requires a different meaning:

A. Acceptance or Accepted
   Written documentation of King County’s determination that the contractor’s work has been completed in accordance with the contract.

B. Agreement

C. Building Entrance
   Conduit or conduits usually connecting a vault, Handhole, or maintenance hole in the public right-of-way to a building.

D. Common Fiber Spares
   Fiber Strands installed as part of the Fiber Optic Project held in reserve solely for replacement of disabled fibers.

E. Conduit or Duct
   Enclosed raceway or tube designed to house Fiber Strands for their protection.

F. Dark Fiber
   An optical fiber strand not coupled to an optical light source.

G. Day
   Calendar day.

H. Demarcation Point
   A point agreed to between the Facility Owner and the County that documents where one party’s responsibilities end and the other’s begins.

I. Facility or Facilities
   A structure including but not limited to buildings, vaults, maintenance holes, Handholes, Conduit, and Building Entrances.

J. Facility Manager
   The person designated by the Facility Owner to manage the Facility, including granting access and determining and approving its use and terms and conditions for such use.
K. Facility Owner
The Participating Agency that is the legal owner of a Facility or Facilities or the Participating Agency holding the legal right to grant permission to occupy, use, or modify Facilities.

L. Fiber Optic Cable
A cable installed by the Participating Agencies pursuant to this Agreement that is composed of strands of glass fiber, each strand of which is designed to conduct signals of modulated light (optical signals) from one end to the other.

M. Fiber Optic Project
The activities associated with the installation of fiber optic transmission materials, pursuant to this Agreement.

N. Fiber Strand or Strand of Fiber
A single, thin, transparent fiber of glass enclosed by a material of a lower index of refraction that reflects light throughout its length by internal reflections.

O. Handhole
An underground structure (usually concrete) providing an opening in a Conduit that workers may reach into but usually do not enter for the purposes of installation and maintenance of cable.

P. Indirect Costs
Indirect Costs are costs determined in accordance with a Participating Agency’s standard methodology for computing Indirect Costs. Indirect Costs shall include costs of labor, benefits, equipment usage, miscellaneous materials, material handling, and administrative and general charges. This definition also applies to Facility Owner Indirect Costs.

Q. ITS
Intelligent Transportation System.

R. Lead Agency
The Participating Agency designated by mutual consent that is responsible for managing the Work related to the Fiber Optic Project, including entering into contracts for design and construction, overseeing the construction work, and assuming responsibility for ongoing maintenance of the completed Fiber Optic Project on behalf of the Participating Agencies. King County is designated as the Lead Agency for this Agreement.

S. Make-Ready Work
Any planning, analysis, design, review, adjustment to equipment, construction, and/or other activities (such as tree trimming) necessary to prepare existing Facilities for use by the Lead Agency as determined by the Facility Owner.

T. Participating Agency
A public agency that is a signatory to this Agreement for the purpose of engaging in the Fiber Optic Project.

U. Participating Agency Facilities
Those Facilities owned, managed, and occupied by a Participating Agency.

V. Pathway
Aerial or underground Facilities used for the purpose of placing fiber optic cables, splice cases, trace wire, etc.

W. Splice
The point where two separate optical Fiber Strands are joined together either mechanically or by fusion to make one continuous optical fiber strand.

X. Telecommunications Service(s)
Telecommunications Service(s) is the transmission of information over Fiber Strands from one location to another (not including services provided between two areas within the same building) meeting industry-accepted transmission standards, their equivalent or replacement service. Such information includes but is not limited to voice, video, data, pictures, and facsimile. Telecommunications Service(s) does not include Dark Fiber or services other than transmission services.

Y. Work
All activities related to the planning, right-of-way acquisition, scheduling, analysis, design, engineering, preparation, construction, installation, evaluation, maintenance, repair, and operation of the Fiber Optic Project as provided for in this Agreement, including Make-Ready Work.

IV. FIBER OPTIC PROJECT BACKGROUND

King County, hereinafter referred to as the “County,” will deploy A-Line RapidRide, a bus rapid transit (BRT) service, on Pacific Highway South/International Boulevard in the City of SeaTac, the City of Des Moines, the City of Kent, and the City of Federal Way. RapidRide is a premium transit service with increased frequency, reduced travel time, and enhanced passenger amenities.

Two key elements of RapidRide service are real-time information signs at selected bus stop locations and transit signal priority at selected intersections throughout the corridor. To support these features, the County is developing a network for transporting data from its central communication system to the roadside, and for communicating wirelessly along the roadside with real-time information signs, fare transaction processors, and buses. The roadside network will consist of a fiber optic cable, secure wireless access points at intersections, and backhaul services provided through the Washington State Department of Transportation (WSDOT) regional network.

The Fiber Optic Project will install a large-capacity fiber optic cable on Pacific Highway South/International Boulevard using existing traffic signal and illumination conduit along the corridor. This cable will run from State Route 518 to the Federal Way Transit Center and provide connections with WSDOT regional hubs at State Route 518 and South 320th Street. The Fiber Optic Project will include sufficient fiber strands to support the County’s RapidRide ITS communications, WSDOT Traffic Buster communications, local agency communications, and interagency communications.
v. SCOPE OF WORK

A. OVERVIEW
On Pacific Highway South/International Boulevard, the Fiber Optic Project will install a 72-strand fiber optic trunk cable. The fiber cable is sized to support future communication capacity for use by the local agencies for public purposes such as video surveillance, traffic signal communications, and city-to-city communications. The distribution of fiber is as follows:

- County RapidRide ITS communications: 24 strands
- Local agency communications: 24 strands
- Interagency communications: 24 strands
- Total: 72 strands

On South 320th Street, the Fiber Optic Project will install a 48-strand fiber optic trunk cable. The fiber will be sized to support future communication capacity for use by the local agency for public purposes. The distribution of fiber is as follows:

- County RapidRide ITS communications: 24 strands
- Local agency communications: 24 strands
- Total: 48 strands

The Fiber Optic Project includes funding for the design, installation, and construction of local agency and interagency communication fiber. The local agency communication fiber will be owned by the local jurisdiction in which this fiber is installed. The interagency communication fiber will run the length of Pacific Highway South/International Boulevard from State Route 518 to South 320th Street.

The elements of the Fiber Optic Project are provided in Attachment 1, Project Elements: A-Line RapidRide Fiber Optic Project.

A fiber routing schematic is provided as Attachment 2, Fiber Route Schematic.

The construction budget for the Fiber Optic Project is provided in Attachment 3, Fiber Optic Project Cost Estimate.

B. DESIGN APPROACH FOR THE COUNTY FIBER
The County RapidRide fiber will be installed on three channels along the project corridor:

- Channel 1 will include all the Intelligent Transportation System (ITS) cabinets between State Route 518 and South 200th Street in the City of SeaTac.
- Channel 2 will connect all the ITS cabinets between South 204th Street and Dash Point Road.
- Channel 3 will include all the ITS cabinets from South 312th Street to South 316th Street, and will include the ITS cabinets on 23rd Avenue South at South 316th Street and at South 317th Street.

Channel 1 will terminate fibers 1 and 2 in each ITS cabinet from State Route 518 to South 200th Street, and will return on fibers 9 and 10 to the State Route 518 termination cabinet. Channel 2 will terminate fibers 7 and 8 in each ITS cabinet from S 204th Street to Dash Point Road, and will return on fibers 11 and 12 to the State Route 518 termination cabinet. Channel 3 will terminate fibers 1 and 2 in each ITS cabinet from S 312th Street to S 316th Street on
Pacific Highway South and at South 316th Street and at South 317th Street on 23rd Avenue South, with return on fibers 9 and 10 to the termination cabinet at the intersection of South 320th Street and Pacific Highway South. Fibers 3-6 will be terminated into every ITS cabinet along the corridor for all RapidRide channels for future use by the County.

C. DESIGN APPROACH FOR LOCAL AGENCY FIBER
The local agency fiber will consist of five channels: two channels in the City of SeaTac, one channel in the City of Des Moines, one channel in the City of Kent, and one channel in the City of Federal Way.

For the City of SeaTac, Channel 1 will terminate fibers 25 and 26 in each traffic signal controller cabinet from State Route 518 to South 180th Street, and will return on fibers 33 and 34 to the State Route 518 termination cabinet. Channel 2 will terminate fibers 31 and 32 in each traffic signal controller cabinet from South 182nd Street to South 208th Street, and will return on fibers 35 and 36 to the State Route 518 termination cabinet. Fibers 27-30 will also be terminated into every traffic signal controller cabinet along the International Boulevard corridor within the City of SeaTac for future use by the City of SeaTac.

For the City of Des Moines, Channel 3 will terminate fibers 25 and 26 in each traffic signal controller cabinet from S 216th Street to Kent Des Moines Road, and will return on fibers 33 and 34 to the S 216th Street termination cabinet. Fibers 27-30 will also be terminated into every traffic signal controller cabinet along Pacific Highway South within the City of Des Moines for future use by the City of Des Moines.

For the City of Kent, Channel 4 will terminate fibers 25 and 26 in each traffic signal controller cabinet from South 240th Street to South 272nd Street, and will return on fibers 33 and 34 to the Kent Des Moines Road termination cabinet. Fibers 27-30 will also be terminated into every traffic signal controller cabinet along Pacific Highway South within the City of Kent for future use by the City of Kent.

For the City of Federal Way from South 276th Street to South 320th Street, the 24 local-agency fibers will not be terminated in the traffic signal controller cabinets along Pacific Highway South, since these signals already have fiber interconnections. Instead, all 24 local-agency fiber strands will be terminated at the South 320th Street/Pacific Highway South termination cabinet. On South 320th Street and on 23rd Avenue South, Channel 5 will terminate fibers 25 and 26 in the traffic signal controllers at the following intersections: South 320th Street/20th Avenue South, South 320th Street/23rd Avenue South, South 320th Street/25th Avenue South, South 316th Street/23rd Avenue South, and South 317th Street/23rd Avenue South.

Channel 5 will return on fibers 33 and 34 to the termination cabinet at South 320th Street/Pacific Highway South. Fibers 27-30 will also be terminated in each of the traffic signal controller cabinets listed above for future use by the City of Federal Way.

D. DESIGN APPROACH FOR INTERAGENCY FIBER
All 24 fiber stands (49-72) will terminate in the termination cabinets at State Route 518, South 188th Street, South 216th Street, Kent-Des Moines Road, and South 320th Street/Pacific Highway South. Of the 24 strands, fibers 55-56 from the State Route 518 fiber termination cabinet to the South 216th Street fiber termination cabinet are dedicated to the City of Des Moines for the connection to the WSDOT Traffic Buster project.
VI. RELATIONSHIPS AMONG PARTICIPATING AGENCIES

A. PRINCIPLES

This Agreement among the Participating Agencies shall conform to the following principles:

1. Participation in the Fiber Optic Project is voluntary.

2. Arrangements for cooperation should be fair and equitable among Participating Agencies. Any special configuration, such as a routing change to accommodate a particular Participating Agency, should be paid for in whole by that Participating Agency.

3. Participating Agencies may have varying amounts of financial and other responsibilities. Participating Agencies should share maintenance proportionately based on each Participating Agency’s share of ownership or use of the Fiber Strands as described in the Agreement.

4. In consideration of the perpetual right to use Participating Agencies’ conduit, the County will at its own cost design, install, and dedicate fiber optic cables to the Participating Agencies for their ownership and use.

B. CHANGES

Participating Agencies shall have the right to propose changes to the Fiber Optic Project, which must be approved by all Participating Agencies. Changes that impact Facility Owners shall be subject to approval by the Facility Owners.

C. ALLOCATION AND OWNERSHIP OF FIBER OPTIC CABLE

Fiber Optic Cable and Fiber Strands installed as part of the Fiber Optic Project shall be allocated to the individual Participating Agencies. The Participating Agency shall own all right and title to these allocated Fiber Strands. The ownership of the elements of the Fiber Optic Project is identified in Attachment 4, Ownership and Maintenance Responsibilities of the Fiber Optic Project Elements.

D. USE OF FIBERS

A Participating Agency shall have completely free and unrestricted use of the Fiber Strands installed and allocated to it under the Fiber Optic Project Agreement for any lawful government, public education, intergovernment, or public utility purpose subject to applicable agreements, approvals, permission, and permits. Such right to use shall be for the duration of the Agreement and for any renewals by the Participating Agencies unless terminated under the terms and conditions provided herein.

E. TRANSFER OF FIBERS

Participating Agencies shall not assign the use or otherwise convey the use of any of the Participating Agency’s fibers as identified in the Agreement to any other party except to government, public education, or public utility entities.

Participating Agencies who wish to transfer their allocated fibers must obtain written and unanimous approval from all Participating Agencies. Participating Agencies are also granted right of first refusal regardless of the circumstances of the transfer.
F. PARTICIPATING AGENCIES’ RIGHT OF FIRST REFUSAL
Before any allocated fibers held by a Participating Agency may be transferred, the other Participating Agencies, either individually or collectively, shall have a right of first refusal to accept the transfer of the fibers on the terms and conditions set forth in this section.

(a) Notice of Proposed Transfer. The transferring Participating Agency shall deliver to all Participating Agencies a written notice stating: (i) the bona fide intention to transfer such allocated fibers; (ii) the name of each proposed transferee; (iii) the number of fibers to be transferred to each proposed transferee; (iv) the consideration for which the Participating Agency proposes to transfer the allocated fibers and the material terms and conditions of the proposed transfer (the “Offered Terms”); and (v) an offer to sell the allocated fibers at the Offered Terms to the other Participating Agencies.

(b) Exercise of Right of First Refusal. At any time within sixty (60) days after receipt of the notice, the other Participating Agencies, either individually or collectively, may, by giving written notice to the transferring Participating Agency, elect to accept all, but not less than all, of the allocated fibers proposed to be transferred to any one or more of the proposed transferees.

(c) Any government, public education, or public utility entity accepting the transfer of fibers installed under this Agreement must agree to all the terms and conditions of this Agreement, and shall notify the Facility Owner(s) of any such transfer.

(d) Participating Agencies may grant the right to use their fiber allocation to any other government, public education, or public utility entity provided the use is approved by all of the other Participating Agencies.

G. FUTURE USE OF FIBER OPTIC CABLE ALREADY OWNED BY INDIVIDUAL PUBLIC AGENCIES
Nothing in this Agreement precludes Participating Agencies from entering into separate agreements with other Participating Agencies to use fiber optic cable other than the Fiber Optic Cable installed pursuant to this Agreement.

H. CONTACT PERSONS AND ADDRESSES
The contact persons for the administration of this Agreement are as follows:

King County: 
John Toone, IT Project Manager
King County Department of Transportation 
201 S Jackson St
Seattle, WA 98104

City of Des Moines:
Brandon Carver, P.E., P.T.O.E. 
Associate Transportation Engineer
City of Des Moines
21650 11th Ave S
Des Moines, WA 98198

City of Federal Way
Rick Perez, P.E.
City Traffic Engineer

City of SeaTac:
Susan Sanderson, P.E.
City Engineer
City of SeaTac
4800 S 188th St
SeaTac, WA 98188

City of Kent:
Steve Mullen, P.E.
Transportation Engineering Manager
City of Kent
220 Fourth Ave S
Kent, WA 98032
VII. THE COUNTY RESPONSIBILITIES AS LEAD AGENCY

A. GENERAL RESPONSIBILITY OF THE COUNTY AS LEAD AGENCY
The County shall be responsible for the overall management of the Work necessary for the successful completion of the Fiber Optic Project, as the agent of the Participating Agencies in the Fiber Optic Project, pursuant to the terms and conditions of this Agreement. The County shall have the authority and the responsibility for negotiating and entering into such separate contracts with Facility Owners as are necessary for the specific use of their Facilities in furtherance of the Fiber Optic Project. The County will also have the authority to enter into and manage such separate contract agreements with contractors as are necessary to perform all or part of the Work associated with the Fiber Optic Project.

The County is responsible for ensuring that all applicable terms and conditions of this Agreement are included in the contracts with Facility Owners and contractors. Prior to execution of any contracts with Facility Owners or contractors, the County shall provide an opportunity for the Participating Agencies to review and comment on such agreements. In the event there is a dispute regarding any of the provisions or lack of provisions in this Agreement, such dispute shall be resolved through the Dispute Resolution process identified in this Agreement.

The County shall keep the Participating Agencies informed as to the status of the Fiber Optic Project.

B. AGREEMENTS, APPROVALS, PERMISSIONS, AND PERMITS
The County shall be responsible for obtaining all necessary agreements, approvals, permissions, and permits and any other documents required or necessary for the successful completion of the Fiber Optic Project and for keeping them in place and current.

C. NOTICE OF INSTALLATION AND TESTING
The County shall notify the Participating Agencies when initial installation of the Fiber Optic Cable and the Acceptance testing of all the Fiber Strands have been completed.

D. MAINTENANCE AND REPAIR RESPONSIBILITIES
1. Maintenance and Repair of Fiber Optic Cable, Fiber Strands, and Pathway
   Maintenance of the 72-strand and 48-strand trunk Fiber Optic Cable and trunk Fiber Strands installed pursuant to this Agreement, as well as the Pathways between and including the Demarcation Points, shall be the responsibility of the County as agent for the Participating Agencies.

   For this Agreement, the Demarcation Points are the 25TA fiber vaults. A schematic of the typical fiber optic components is provided as Attachment 4, "Schematic of Typical RapidRide Fiber Optic Components."

   Maintenance of Fiber Optic Lateral Cables and Fiber Strands installed from the 25TA fiber vaults to the Participating Agencies’ equipment shall be the responsibility of the Participating Agency that owns the equipment to which the lateral cable is connected.
The 25TA fiber vaults and the RapidRide cabinets shall be the responsibility of the County.

County maintenance responsibility shall continue for the term of this Agreement and for any extensions or renewals.

A summary of the maintenance responsibilities for the elements of the Fiber Optic Project is provided as Attachment 5, Ownership and Maintenance Responsibilities of Fiber Optic Project Elements.

In instances where service to any of the Participating Agencies has been interrupted on the County side of the Demarcation Point, the County, at the Participating Agencies’ request, will repair the Fiber Optic Cable as soon as possible provided that all necessary permissions to effect the repairs have been obtained from the Facility Owner(s).

Restoration of traffic control and public safety services shall be given the highest priority. In the event of an outage, the Participating Agencies shall work promptly to restore the functionality of the Fiber Optic Cable as soon as possible and practical after restoration of any other necessary services. The Participating Agencies shall not cut or otherwise damage Fiber Optic Cable unless absolutely necessary for the safe and prompt restoration of traffic control and public safety services.

2. Maintenance and Repair Expenses

The Participating Agencies shall be responsible for the expense of maintenance and repair of the Fiber Optic Cable and Fiber Strands for the duration of this Agreement on a proportional basis as identified in Attachment 5, Ownership and Maintenance Responsibilities of Fiber Optic Project Elements. When repairs are required as a result of damage caused by a third party, the Participating Agency in whose jurisdiction the damage occurred shall seek payment from the third party for the cost of the repair. The County shall assign a designated maintenance manager who shall review ongoing maintenance expenses with Participating Agencies as reasonably requested, but at least on an annual basis.

The County may contract with a vendor capable of making any necessary repairs. The contact shall provide for around-the-clock service, defined response times, and supply guarantees.

3. Payments for Maintenance and Repair Expenses

Participating Agencies shall pay all amounts owed to the County within 30 Days of receipt of the billing. If a Participating Agency disputes all or a part of the payment owed to the County, then such dispute shall be resolved through the dispute resolution process identified in this Agreement.

If a Participating Agency cannot or does not make payment for charges owed within 90 Days, the Participating Agency shall be given written notice to correct the default. The Participating Agency shall have 90 Days, or such longer time after receipt of notice as the County may authorize in writing, to make payment.

If the Participating Agency and the County still cannot reach agreement on amounts owed, the dispute shall be resolved through the dispute resolution process identified in this Agreement.
E. COUNTY NONCOMPLIANCE
The County shall adhere to the terms, conditions, and requirements of the Work as provided in this Agreement, and the required record keeping as required in this Agreement. Where there has been gross negligence or willful misconduct on the part of the County, and additional Work is necessary to conform the Work to the requirements of this Agreement, it shall be at the expense of the County.

F. AUDIT
The County shall permit Participating Agencies, or their designated agent(s), from time to time (including up to six years after the expiration or termination of this Agreement) to inspect and audit all pertinent books and records of the County, contractors, subcontractors, or any other person or entity in connection with or related to the Fiber Optic Project with respect to the services provided, costs, and the compensation paid. Such audit shall occur at such reasonable times and at such reasonable location(s) as mutually agreed to by the Participating Agencies and the County.

VIII. FACILITY OWNER RIGHTS AND RESPONSIBILITIES
A. PRINCIPLES FOR USE OF PARTICIPATING AGENCY FACILITIES
Use of Facilities owned by a Participating Agency shall comply with all requirements of the Participating Agency that owns them. A Facility shall be designed and constructed to maximize the reasonable, additional future use of such Facility. The general project costs shall include all fees and charges for the use of the Facility.

This Agreement shall not be construed to authorize any Participating Agency to make use of any other Participating Agency’s Facilities unless such use is specifically authorized by the Participating Agency in its capacity as a Facility Owner. The Facility Owner has final approval of planning, engineering, design, material, and maintenance for all portions of the Fiber Optic Project on or within its Facilities.

B. APPROVALS
All contractors hired by the County to work within or on Facilities shall be subject to approval by Facility Owner(s). In all agreements with contractors, the Facility Owner(s) may require the County to specify that the contractors attend one or more pre-construction meetings with the appropriate Participating Agencies and Facility Owners to review installation requirements for the Work and any restrictions or other requirements that must be adhered to prior to any Work being performed in or on Facilities. The contractor agreement shall state that the Facility Owner or the Participating Agency has authority to stop inadequate or unsafe Work, or to require that inadequate or unsafe Work be corrected as provided for in this Agreement.

C. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS
In choosing to co-locate components of the Fiber Optic Project in Facilities, the Participating Agencies acknowledge that there are risks associated with having components of the Fiber Optic Project co-located within any such Facility. Participating Agencies explicitly understand that risks include bearing all costs, except such costs caused by the gross negligence or willful misconduct of the Facility Owner, including but not limited to: provision of alternative communication paths needed by the Participating Agencies, loss of Participating Agency business, and restoration of their fiber systems if they are damaged.
D. ACCESS TO AND USE OF FACILITIES
The County shall obtain access to and use of Facilities from Facility Owners for the purpose of installing, maintaining, and repairing components of the Fiber Optic Project, including all agreements, approvals, permissions, and permits required. Such access shall be subject to Facility availability as determined by the Facility Manager and any conditions specified by the Facility Owner.

1. Permission to Enter
   Access to Facilities shall be allowed only after the Facility Owner has been notified and permission has been granted by the Facility Owner.

2. Requests for Access
   All requests for access to Facilities must be made through the appropriate Facility Manager in writing, and shall be subject to the terms and conditions of this Agreement.
   In the event of an emergency, requests for access may be made in person or by telephone. In such cases, prompt written documentation of the request will follow.

3. Buildings
   If the County desires to use space in any building, the County shall comply with the restrictions and conditions specified by the designated building manager.

4. Conformance to Regulations
   Access to and use of any Facility shall be in conformance with all codes, regulations, and requirements.

E. BUILDING ENTRANCES
Where applicable, in the event that a Building Entrance owned or controlled by one of the Participating Agencies is not usable for either entering a building or for providing access to the location in a building where the Participating Agencies have installed Fiber Optic Project components, the County has the responsibility for making alternative arrangements for building access with the building owner. The expense associated with an alternative Building Entrance shall be borne by the Participating Agencies using the building.

F. MODIFICATIONS TO FACILITIES
At the County’s request, the Facility Owner shall make necessary modifications to any existing Facilities to enable building access for the Fiber Optic Project. Any requests by the County for such modifications shall be made to the Facility Owner and/or Manager.

G. RELOCATION OF FIBER OPTIC CABLE
The County will work with the Facility Owner to ensure that the Fiber Optic Cable within or on Facilities is designed and constructed to minimize the likely need for future relocation. The Facility Owner has the right of pre-approval and post-construction acceptance of any work required either to remove cable from within or on Facilities or to place cable within or on alternative Facilities.

1. All relocations of Fiber Optic Cable, regardless of reason, will be managed by the County. All relocations will be managed as a part of and under the terms and conditions of this Agreement.
2. Notice

Except for emergency situations, the Facility Owner will give the County at least 90 Days notice of the need to relocate any components of the Fiber Optic Project located within or on Facilities.

3. Relocation

When relocation is required, the Facility Owner may, when possible, provide substitute Facilities within or on which the Participating Agencies may relocate the components of the Fiber Optic Project.

H. PROPERTY RIGHTS

Nothing in the terms of this Agreement shall be construed to convey to the Participating Agencies any property rights in existing Facilities of a Facility Owner. Nothing in the terms of this Agreement shall be construed to compel a Facility Owner to maintain any of its Facilities for a period longer than is necessary for its own service requirements. In the event that Facilities are abandoned by the Facility Owner, the Participating Agencies may remain in such Facilities at their own risk, subject to the approval of the Facility Owner. Any ownership rights in Facilities created or constructed as part of the Fiber Optic Project will be allocated per this Agreement.

I. DEFAULT AND DISPUTE RESOLUTION

The Participating Agencies desire, if possible, to resolve disputes, controversies, and claims ("Disputes") arising out of this Agreement without litigation.

To that end, if any Participating Agency believes that another Participating Agency, whether as a Participating Agency, Facility Owner, or Lead Agency, has failed to perform any obligation under this Agreement or has performed such obligation in a manner inconsistent with this Agreement, then the Participating Agency shall provide written notice to all Participating Agencies, stating with specificity the nature of the Dispute.

Thereafter, each Participating Agency shall appoint a knowledgeable, responsible management representative to meet within 30 Days of the date of the written notice and negotiate in good faith to resolve any Dispute.

The Participating Agencies agree that the discussions and correspondence among the representatives for purposes of Dispute resolution shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any action or proceeding arising under or concerning this Agreement without the agreement of the parties to the dispute. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in any such action or proceeding.

If the negotiations between the Participating Agencies do not resolve the Dispute within 60 Days of the initial written request, the Dispute shall be submitted to mediation with a mediator chosen by mutual agreement of the parties.

Each Participating Agency shall bear its own cost of these Dispute resolution procedures. The Participating Agencies that are party to the mediation shall equally share the fees of the mediation and the mediator.

Nothing in this paragraph precludes any Participating Agency from seeking relief from King County Superior Court should mediation efforts be unsuccessful.
IX. RELATIONSHIP BETWEEN THE COUNTY AND CONTRACTORS

A. RESPONSIBILITY
The County as Lead Agency is responsible for ensuring that the applicable terms and conditions of this Agreement are included in agreements with Facility Owners and contractors. However, each contractor shall be held liable for any negligence, intentional acts, or willful or wanton misconduct caused by its performance or failure to perform the work under this Agreement or any contracts with the County.

B. APPROVALS
All contractors hired by the County to work within or on Facilities shall be subject to approval by Facility Owners. In all agreements with contractors, the Facility Owner(s) may require the County to require such contractors to attend a pre-construction meeting with the appropriate authority to review installation requirements and work restrictions prior to any work being performed in or on Facilities. The contractor's agreement shall state that the Facility Owner or the jurisdiction having rights-of-way has authority to stop Work or require that inadequate Work be corrected.

C. INSURANCE
Prior to undertaking any work under any this Agreement, the County shall ensure that all contractors, at no expense to the County, Participating Agencies and Facility Owner(s), have obtained and filed with the County acceptable evidence of a policy or policies of insurance as enumerated in this Agreement.

X. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. LIMITATION OF LIABILITY AND INDEMNITY – THE COUNTY AS LEAD AGENCY
The County, when acting in the capacity as Lead Agency, shall not be liable, in law or in equity, to the Facility Owner, Participating Agencies, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of the County. The Facility Owners and Participating Agencies shall indemnify and save harmless the County, its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by the County in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim notify the County, and upon such notice, the County shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or the County have the right to pay, settle, or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

THE COUNTY AS LEAD AGENCY SHALL NOT BE LIABLE TO THE FACILITY OWNER, PARTICIPATING AGENCIES, OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.
B. LIMITATION OF LIABILITY AND INDEMNITY – FACILITY OWNERS

Facility Owners, when acting in that capacity, shall not be liable, in law or in equity, to the County as Lead Agency, to Participating Agencies, or to any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of the Facility Owner. The County as Lead Agency and Participating Agencies shall indemnify and save harmless Facility Owners and Facility Owners’ officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by the Facility Owner in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim notify the County as Lead Agency, and upon such notice, the County shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or the County have the right to pay, settle, or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

THE FACILITY OWNER SHALL NOT BE LIABLE TO THE PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

C. LIMITATION OF LIABILITY AND INDEMNITY – PARTICIPATING AGENCIES

A Participating Agency, when acting in that capacity, shall not be liable, in law or in equity, to the Lead Agency, the Facility Owners or any other Participating Agency, or any subsequent user for any damages relating to interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of that Participating Agency. The County as Lead Agency, the Facility Owner, and the other Participating Agencies shall indemnify and save harmless a Participating Agency and its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by that Participating Agency in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim notify the County as Lead Agency, and upon such notice, the County shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or the County have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

A PARTICIPATING AGENCY SHALL NOT BE LIABLE TO THE COUNTY AS LEAD AGENCY, THE FACILITY OWNER, OR OTHER PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.
XI. ADDITIONAL TERMS AND CONDITIONS

A. LAWS, LICENSES, AND PERMITS
   1. General Requirement
      All work done under this Agreement shall comply with all applicable federal, state, and local laws, and all rules, regulations, orders, and directives of relevant administrative agencies.
   2. Licenses, Permits, and Similar Authorizations
      The Participating Agencies shall have and maintain in effect at all times all necessary franchises, licenses, permits, consents, and easements from federal, state, and local authorities and the owners of rights-of-way and private property. The Participating Agencies will comply with all requirements thereof to install, construct, maintain, operate, and remove any fiber optic installation(s).

B. PERFORMANCE
   Each Participating Agency will perform all of its obligations under this Agreement in a timely manner.

C. AGREEMENT TERM
   This Agreement shall become effective upon the execution of all Participating Agencies, and unless terminated in accordance with the terms of this Agreement, shall continue to a term of 20 years.

   One year prior to the expiration of this 20-year period, the Participating Agencies shall in good faith negotiate a renewal agreement for an additional 20-year period or terminate their participation according to the provisions of this Agreement. Under the terms of any renewal agreement, the Participating Agencies shall continue to make payments as specified in this Agreement.

   Terms and conditions of this Agreement that have expired shall remain in effect until superseded by a new agreement.

D. TERMINATION FOR CAUSE
   Any Participating Agency may terminate this Agreement in the event that another party fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided by such other Party.

   Notice of termination shall be given by the Participating Agency terminating this Agreement to the others not less than 45 Days prior to the effective date of termination.

E. FORCE MAJEURE
   The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, and industrial, civil or public disturbances causing the inability to perform the requirements of this Agreement. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party’s control, to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In
the event that any party ceases to be excused pursuant to this provision, then the other parties, including the County as Lead Agency, shall be entitled to exercise any remedies otherwise provided for in this Agreement. Whenever a force majeure event causes a party to allocate limited resources between or among a party’s other obligations, the Work under this Agreement shall receive no less priority in respect to such allocation than any of the Participating Agencies’ other projects.

F. NO WAIVER

No term or provision hereof shall be deemed waived or consented to, and no breach excused unless such waiver or consent shall be in writing and signed by the Participating Agency claimed to have waived or consented.

Failure of any one or more Participating Agencies to insist upon strict performance of, or a Participating Agency’s waiver of, any of the terms, conditions, or obligations of this Agreement, shall not be a waiver of any other term, condition, covenant, or obligation, or of any subsequent default by breach of the same or other term, condition, covenant or obligation contained herein by any one or more Participating Agencies, nor shall such action or inaction by any one or more Participating Agencies be construed as to bind or prejudice any other Participating Agency.

G. SEVERABILITY

In the event any section, sentence, clause, or phrase of this Agreement is adjudicated to be invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall be unaffected by such adjudication and all other provisions shall remain in full force and effect as though the section, clause, or phrase so adjudicated to be invalid had not been included herein. The Participating Agencies agree to negotiate a replacement section, sentence, clause, or phrase that is legal and most closely represents the original intent of the Participating Agencies.

H. RIGHTS CUMULATIVE

The rights and remedies of the Participating Agencies provided for under this Agreement are in addition to any other rights and remedies provided by law. The failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

I. CONTRACTUAL RELATIONSHIP

This Agreement does not constitute the Participating Agencies as the agent or legal representative of a Facility Owner for any purpose whatsoever. The Participating Agencies are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Facility Owner or to bind the Facility Owner in any manner or thing whatsoever.

J. HEADINGS

The titles of sections are for convenience only and do not define or limit the contents.

K. APPLICABLE LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and venue of any action brought hereunder shall be in the Superior Court for King County.
L. BINDING EFFECTS
The provisions, covenants, and conditions in the General Terms and Conditions apply to bind
the Participating Agencies and their legal heirs, representatives, successors, and assigns.

M. ASSIGNMENT
No Participating Agency shall assign its rights or assign its duties under this Agreement
without the prior written consent of the other Participating Agencies, which consent shall not
be unreasonably withheld.

N. NOTICES
All notices and other materials to be delivered hereunder shall be in writing and shall be
delivered or mailed to the addresses as identified in this Agreement.

O. MODIFICATION OR AMENDMENT
No modification to or amendment of the provisions of the General Terms and Conditions
shall be effective unless in writing and signed by authorized representatives of the
Participating Agencies to this Agreement. The Participating Agencies expressly reserve the
right to modify any agreement, from time to time, by mutual agreement.

P. EXECUTED IN COUNTERPARTS
This Agreement may be executed in any number of counterparts, each of which shall be an
original, but all of which together shall constitute but one instrument.
IN WITNESS WHEREOF, the Participating Agencies hereto have executed this Agreement on the respective dates indicated below.

Approved as to Form

Kevin Desmond
General Manager, King County Metro Transit

Marcine Anderson
Prosecuting Attorney

Approved as to Form

Todd Cutts
Acting City Manager, City of SeaTac

Mary Mirante-Bartolo
City Attorney

Approved as to Form

Anthony Piasecki
City Manager, City of Des Moines

Pat Bosmans
City Attorney

Approved as to Form

Suzette Cook
Mayor, City of Kent

Tom Brubaker
City Attorney

Approved as to Form

Brian Wilson
Interim City Manager, City of Federal Way

Patricia A. Richardson
City Attorney
Attachment 1
Project Elements: A-Line RapidRide Fiber Optic Project

Element 1 (Trunk: State Route 518 to South 216th Street)

The installation of a 72-strand fiber trunk line with fiber distribution as follows:

- King County RapidRide: 24 Strands (1-24)
- Local Agency Communication (City of SeaTac): 24 Strands (25-48)
- Interagency Communications: 24 Strands (49-72)

Element 2 (TSC Laterals: State Route 518 Street to South 208th Street)

The installation of 12-strand fiber laterals, from trunk to traffic signal control cabinets.

Element 3 (ITS Laterals: State Route 518 to South 208th Street)

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets.

Element 4 (Trunk: South 216th Street to Kent Des Moines Road)

The installation of a 72-strand trunk line with fiber distribution as follows:

- King County RapidRide: 24 Strands (1-24)
- Local Agency Communication (City of Des Moines): 24 Strands (25-48)
- Interagency Communications: 24 Strands (49-72)

Element 5 (TSC Laterals: South 216th to Kent Des Moines Road)

The installation of 12-strand fiber laterals, from trunk to traffic signal control cabinets.

Element 6 (ITS Laterals: South 216th to Kent Des Moines Road)

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets.

Element 7 (Trunk: Kent Des Moines Road to South 272nd Street)

The installation of a 72-strand trunk line with fiber distribution as follows:

- King County RapidRide: 24 strands (1-24)
- Local Agency Communication (City of Kent): 24 strands (25-48)
- Interagency Communications: 24 strands (48-72)

Element 8 (TSC Laterals: South 240th Street to South 272nd Street)

The installation of 12-strand fiber laterals, from trunk to traffic signal control cabinets.

Element 9 (ITS Laterals: South 240th Street to South 272nd Street)

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets.
Element 10 (Trunk: South 272nd Street to South 320th Street)

The installation of a 72-strand fiber trunk line along Pacific Highway South with fiber distribution as follows:

- **King County RapidRide:** 24 Strands (1-24)
- **Local Agency Communication (City of Federal Way):** 24 Strands (25-48)
- **Interagency Communication:** 24 strands (49-72)

Element 11 (South 320th Street Trunk: Pacific Highway South to 25th Avenue South)

The installation of a 48-strand fiber trunk line along South 320th Street with fiber distribution as follows:

- **King County RapidRide:** 24 Strands (1-24)
- **Local Agency Communication (City of Federal Way):** 24 Strands (25-48)

Element 12 (23rd Avenue South Trunk: South 316th Street to South 320th Street)

The installation of a 48-strand fiber trunk line along 23rd Avenue South with fiber distribution as follows:

- **King County RapidRide:** 24 Strands (1-24)
- **Local Agency Communication (City of Federal Way):** 24 Strands (25-48)

Element 13 (ITS Laterals: South 276th Street to South 320th Street on Pacific Highway South and South 316th Street and South 317th Street on 23rd Avenue South)

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets.

Element 14 (TSC Laterals: 20th Avenue South, 23rd Avenue South, and 25th Avenue South on South 320th Street; and South 316th Street and South 317th Street on 23rd Avenue South)

The installation of 12-strand fiber laterals, from trunk to traffic signal control cabinets.

Element 15 (Fiber Termination Cabinets)

The installation of five (5) fiber termination cabinets at the following locations:

State Route 518, South 188th Street, South 216th Street, Kent-Des Moines Road, and South 320th Street

Element 16 (Fiber Connections to Fiber Termination Cabinets)

The installation of a 144-count fiber connection from the 72-count trunk to the termination cabinets (State Route 518, South 188th Street, South 216th Street, Kent-Des Moines Road, and South 320th Street).

Element 17 (Fiber Connection to WSDOT at South 320th Street/Interstate 5)

The installation of a 12-strand fiber cable from the splice vault at South 320th Street/25th Avenue South to the closed circuit television (CCTV) cabinet (CC-016) in the southwest quadrant of the South 320th Street/Interstate 5 interchange.
Element 18 (Fiber Connection to the WSDOT Mini-Hub at State Route 518)

The installation of a 12-strand fiber cable from the fiber termination cabinet to the WSDOT fiber mini-hub at State Route 518.

Elements Constructed by Others:

For a portion of Element 10, (72-strand fiber trunk cable: South 272nd Street to South 320th Street), King County will enter into an agreement with the City of Federal Way. The City of Federal Way will design and install the portion of this project from South Dash Point Road to South 308th Street. The City of Federal Way will design and construct this work as part of Pacific Highway South - HOV Lanes Phase IV.
A-LINE RAPIDRIDE
Fiber Route Schematic

Legend
- Traffic Signal Controller & Communication Cabinet Location
- Existing Conduit for Fiber Route (Empty 2")
- Lighting Conduit Route (2")
- New Conduit (2")
- Connection to WSDOT Traffic Busters/Network

Note: Drawing is not to scale

72CT Rapid Ride Fiber Optic Route
- Allocated as follows:
  - 24CT King County Metro RapidRide (Fibers 1-24)
  - 24CT Local Agency Communication (Fibers 25-48)
  - 24CT Inter-Agency Communication (Fibers 49-72)

48CT Rapid Ride Fiber Optic Route
- Allocated as follows:
  - 24CT King County Metro RapidRide (Fibers 1-24)
  - 24CT Local Agency Communication (Fibers 25-48)
  - 12CT Inter-Agency Connection to WSDOT (Fibers 1-12)
## Fiber Optic Project Cost Estimate

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Attachment 4: Schematic of Typical RapidRide Fiber Optic Components
### Project Element 1 (State Route 518 to S 216th St): 72-strand fiber trunk cable

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### Project Element 2 (State Route 518 St to S 208th St): 12-strand fiber laterals, trunk to traffic signal control cabinets

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### Project Element 3 (State Route 518 to S 208th St): 12-strand fiber laterals, trunk line to ITS cabinets

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### Project Element 4 (S 216th St to Kent Des Moines Rd): 72-strand fiber trunk cable

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### Project Element 5 (S 216th St to Kent Des Moines Rd): 12-strand fiber laterals, trunk to traffic signal control cabinets

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Des Moines</td>
<td>City of Des Moines</td>
<td>City of Des Moines (100%)</td>
</tr>
</tbody>
</table>

### Project Element 6 (S 216th St to Kent Des Moines Rd): 12-strand fiber laterals, trunk line to ITS cabinets

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>King County</td>
<td>King County</td>
<td>King County (100%)</td>
</tr>
</tbody>
</table>

### Project Element 7 (Kent Des Moines Road to S 272nd St): 72-strand fiber trunk cable

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>King County RapidRide: 24 Strands (1-24)</td>
<td>King County</td>
<td>King County (50%)</td>
</tr>
<tr>
<td>City of Federal Way Communication: 24 Strands (25-48)</td>
<td>City of Federal Way</td>
<td>City of Federal Way (50%)</td>
</tr>
<tr>
<td>Interagency Communications: 24 Strands (49-72)</td>
<td>King County</td>
<td>King County</td>
</tr>
</tbody>
</table>

### Project Element 8 (S 230th St to S 272nd St): 12-strand fiber laterals, trunk to traffic signal control cabinets

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
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</tr>
</thead>
<tbody>
<tr>
<td>City of Kent</td>
<td>City of Kent</td>
<td>City of Kent (100%)</td>
</tr>
</tbody>
</table>

### Project Element 9 (S 240th St to S 272nd St): 12-strand fiber laterals, trunk to ITS cabinets

<table>
<thead>
<tr>
<th>Agency</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>King County</td>
<td>King County (100%)</td>
</tr>
</tbody>
</table>

### Project Element 10 (S 272nd St to S 320th St): 72-strand fiber trunk cable

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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<td>King County</td>
<td>King County (50%)</td>
</tr>
<tr>
<td>City of Federal Way Communication: 24 Strands (25-48)</td>
<td>City of Federal Way</td>
<td>City of Federal Way (50%)</td>
</tr>
<tr>
<td>Interagency Communications: 24 Strands (49-72)</td>
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<td>King County</td>
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</table>

### Project Element 11 (Pacific Highway S to 25th Ave S): S 320th St 48-strand fiber trunk cable

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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<tbody>
<tr>
<td>King County RapidRide: 24 Strands (1-24)</td>
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<td>King County (50%)</td>
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<tr>
<td>City of Federal Way Communication: 24 Strands (25-48)</td>
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<td>City of Federal Way (50%)</td>
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### Project Element 12 (S 316th St to S 320th St): 23rd Ave S 48-strand fiber trunk cable

<table>
<thead>
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<td>King County</td>
<td>King County (50%)</td>
</tr>
<tr>
<td>City of Federal Way Communication: 24 Strands (25-48)</td>
<td>City of Federal Way</td>
<td>City of Federal Way (50%)</td>
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</tbody>
</table>

### Project Element 13 (S 276th St to S 320th St on Pacific Highway S, and S 316th St and S 317th St on 23rd Ave S): 12-strand fiber laterals, trunk to ITS cabinets

<table>
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<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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</thead>
<tbody>
<tr>
<td>King County</td>
<td>King County</td>
<td>King County (100%)</td>
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</tbody>
</table>

### Project Element 14 (20th Ave S, 23rd Ave S, and 25th Ave S on S 320th St; and S 316th St and S 317th St on 23rd Ave S): 12-strand fiber laterals, trunk to traffic signal control cabinets

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Federal Way</td>
<td>City of Federal Way</td>
<td>City of Federal Way (100%)</td>
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</tbody>
</table>

### Project Element 15 (Fiber Termination Cabinets): Five (5) fiber termination cabinets at State Route 518, S 188th St, S 216th St, Kent Des Moines Road, and S 320th St

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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<tbody>
<tr>
<td>King County</td>
<td>King County</td>
<td>King County (100%)</td>
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</table>

### Project Element 16 (Connections to Fiber Termination Cabinets): 144-count fiber connection from the 72-count trunk to the termination cabinets at State Route 518, S 188th St, S 216th St, Kent Des Moines Road, and S 320th St

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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<tbody>
<tr>
<td>King County</td>
<td>King County</td>
<td>King County (100%)</td>
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</tbody>
</table>

### Project Element 17 (Fiber Connection to WSDOT at S 320th St/5th Ave S on Pacific Highway S): 12-strand fiber cable from splice vault at S 320th St/5th Ave S to CCTV cabinet at I-5.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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</thead>
<tbody>
<tr>
<td>King County</td>
<td>King County</td>
<td>King County (50%)</td>
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</tbody>
</table>

### Project Element 18 (Fiber Connection to WSDOT at State Route 518): 12-strand fiber cable to WSDOT mini-hub at State Route 518

<table>
<thead>
<tr>
<th>Agency</th>
<th>Ownership</th>
<th>Maintenance</th>
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</thead>
<tbody>
<tr>
<td>King County</td>
<td>King County</td>
<td>King County (100%)</td>
</tr>
</tbody>
</table>
Agreement between the City of Federal Way and King County for the Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project

This AGREEMENT is made and entered into this ___ day of __________, 2009 by and between the City of Federal Way, hereinafter referred to as the “City,” and King County, hereinafter referred to as the “County,” both of which may be collectively referred to as the “Parties.”

WHEREAS, the King County Ordinance No. 15582 (Transit Now Ordinance) identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through Transit Now that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, one of the programs specifically identified in the Transit Now Ordinance was the development and implementation of a bus rapid transit program in five distinct corridors, including new bus rapid transit services connecting the Tukwila International Boulevard Link Station and the Federal Way Transit Center; and

WHEREAS, the key elements of bus rapid transit include new, low floor, hybrid diesel-electric buses; improved frequency of bus service; improved traffic operations; and transit stations with real time passenger information signs; and

WHEREAS, mutually beneficial contractual arrangements with other public entities that leverage public funds to provide both new and better bus service to cities employers is a key strategy identified in the Transit Now Ordinance approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the County, along with the City of Des Moines, the City of Kent, and the City of Federal Way developed the Pacific Highway South/International Boulevard RapidRide Proposal, dated December 18, 2007 (“RapidRide Proposal”) which identified a set of capital improvements to improve the speed, safety, and reliability of transit service along the corridor; and

WHEREAS, the County’s bus rapid transit along this corridor is named A-Line RapidRide and the Parties are interested in advancing the implementation of this project; and

WHEREAS, the approved King County transit capital program includes funding to support these investments in traffic signal systems and communication necessary to implement A-Line RapidRide; and

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:
Section 1. Purpose

The purpose of this Agreement is to establish the roles and responsibilities of the Parties regarding the construction the A-Line RapidRide Intelligent Transportation Systems (ITS) Improvements (the “A-Line ITS Improvements”). The Parties accept the RapidRide Proposal as the guiding document for project design of the Improvements. The A-Line ITS Improvements will be constructed in 2 phases. Phase 1 (Phase 1 Improvements) will be designed and constructed by the County. Phase 2 (Phase 2 Improvements) will be designed and incorporated into Pacific Highway S HOV Phase 4. The City shall be responsible for the design construction of the Phase 2 Improvements.

Section 2. County Responsibilities for Phase 1 Improvements

2.1 The County shall be responsible for all work activities required to design, construct, and inspect the Phase 1 Improvements. A summary of the Phase 1 Improvements is provided in Attachment A. The estimated cost for the Phase 1 Improvements is $731,114.

2.2 The County shall submit to the City plans implementing the Phase 1 Improvements for the City’s review and approval before initiating construction. The City will have the opportunity to review and provide written comments on the plans for consistency with the recommended Phase 1 Improvements. The County shall submit these plans to the City in electronic form.

2.3 The County shall be responsible for the administration of any contracts it enters into for the performance of its responsibilities under this Agreement. The County shall provide the City with quarterly progress reports to identify work progress and other matters of significance in the performance of this Agreement. Before the issuance of a change order or any acceptance of contractor’s work, the County shall notify the City and provide the City with the opportunity to comment on and inspect the work.

2.4 However, neither the City’s comments on, nor inspection of, the Phase 1 Improvements constructed pursuant to this Agreement will relieve the County of its responsibility for said improvements.

2.5 The County shall develop new traffic signal timing plans for signal coordination and transit signal priority consistent with the RapidRide Proposal. The City shall review and approve the new traffic signal timing plans.

Section 3. City Responsibilities for Phase 1 Improvements

3.1 Upon notification by the County of completion of the Phase 1 Improvements identified in Section 2, the City shall review the Phase 1 Improvements. If the City finds that any work does not meet the terms of the final plans, specifications, and approved change orders, the City will prepare a punch list of such items and submit it to the County. The work shall be promptly corrected by the County at no cost to the City. Notice of acceptance will not constitute acceptance of any unauthorized or defective work or material.
3.2 The City shall implement new traffic signal coordination and transit signal priority timing plans consistent with the RapidRide Proposal. The principles for the implementation and on-going operations of transit signal priority and other signal operation elements are provided in Attachment C.

3.3 The City agrees to permit the County to install in its traffic signal controller cabinets an interface panel that is pre-wired to accept connections to transit priority request generator. The interface panel will be jointly approved and located by the Parties. The following intersections on Pacific Highway South will be equipped with the interface panels:
   S 276th St
   S 288th St
   S Dash Point Road
   S 312th St
   S 316th St

3.4 The City shall permit the County to install new County-owned Intelligent Transportation System (ITS) communications and terminate the ITS cabinet power conductors to a new 20 amp breaker installed in the existing service cabinet.

Section 4. City Responsibilities for Phase 2 Improvements

4.1 The City shall be responsible for all work activities required to design, construct, and inspect the Phase 2 Improvements. A summary of the Phase 2 Improvements is included in Attachment A. The cost estimate for Phase 2 Improvements is provided in Attachment B.

4.2 The City shall submit to the County plans implementing the Phase 2 Improvements for the County’s review and approval before initiating construction. The County will have the opportunity to review and provide written comments on the plans for consistency with the recommended Phase 2 Improvements. The City shall submit these plans to the County in electronic form.

4.3 The City shall be responsible for the administration of any contracts it enters into for the performance of its responsibilities under this Agreement. Before the issuance of a change order or any acceptance of contractor’s work, the City shall notify the County and provide the County with the opportunity to comment on and inspect the work.

4.4 The City shall implement new traffic signal coordination and transit signal priority timing plans consistent with the RapidRide Proposal. The principles for the implementation and on-going operations of transit signal priority and other signal operation elements are provided in Attachment C.
4.5 The City agrees to install in its traffic signal controller cabinets an interface panel that is pre-wired to accept connections to transit priority request generator. The interface panel will be jointly approved and located by the Parties. The following intersections on Pacific Highway South will be equipped with the interface panels:
   S 304<sup>th</sup> St
   S 308<sup>th</sup> St

4.6 The City shall permit the County to install new County-owned Intelligent Transportation System (ITS) communications and terminate the ITS cabinet power conductors to a new 20 amp breaker installed in the existing service cabinet.

Section 5. County Responsibilities for Phase 2 Improvements

5.1 Upon notification by the City of the completion of the Phase 2 Improvements, the County shall review the Phase 2 Improvements. If the County finds that any work does not meet the terms of the final plans, specifications, and approved change orders, the County will prepare a punch list of such items and submit it to the City. The work shall be promptly corrected by the City at no cost to the County. Notice of acceptance will not constitute acceptance of any unauthorized or defective work or material.

5.2 However, neither the County’s comments on, nor inspection of, the Phase 2 Improvements constructed pursuant to this Agreement will relieve the City of its responsibility for said improvements.

5.3 The County shall develop new traffic signal timing plans for signal coordination and transit signal priority consistent with the RapidRide Proposal. The City shall review and approve the new traffic signal timing plans

Section 6. Fiber Optic Cable Installed on Pacific Highway South and on S 320<sup>th</sup> St

6.1 With the Phase 1 Improvements, the County shall install a 72-count fiber cable on Pacific Highway S as a part of the A-Line ITS Improvements. This cable size will provide future communication capacity which could be used by the local agencies for other purposes.

6.2 With the Phase 2 Improvements, the City shall install a 72-count fiber cable on Pacific Highway S as a part of the A-Line ITS Improvements, in addition to a City-owned 24-count fiber cable. This cable size will provide future communication capacity which could be used by the local agencies for other purposes. The distribution of the fiber discussed in Sections 6.1 and 6.2 is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fiber Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>King County Metro Rapid Ride</td>
<td>24 strands</td>
</tr>
<tr>
<td>City of Federal Way Communications</td>
<td>24 strands</td>
</tr>
<tr>
<td>Inter-agency Communications</td>
<td>24 strands</td>
</tr>
</tbody>
</table>

6.3 With the Phase 1 Improvements, the County shall install a 48-count fiber cable on S 320<sup>th</sup> St as part of the A-Line ITS Improvements. This cable size will provide future
communication capacity which could be used by the City local agencies for other purposes. The City’s strands will be terminated in the City Of Federal Way’s signal controller cabinets at the following intersections:
Pacific Highway S at S 320th Street
20th Avenue S at S 320th Street
23rd Avenue S at S 320th Street
25th Avenue S at S 320th Street
23rd Avenue S at S 317th Street
23rd Avenue S at S 316th Street

The distribution of the fiber is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Strands</th>
</tr>
</thead>
<tbody>
<tr>
<td>King County Metro Rapid Ride</td>
<td>24</td>
</tr>
<tr>
<td>City of Federal Way Communications</td>
<td>24</td>
</tr>
</tbody>
</table>

6.4 Concurrent with this Agreement, the Parties will enter into a separate fiber optic project agreement to establish the terms and conditions for the ownership and maintenance of the 72-count fiber cable and the 48-count fiber cable.

6.5 The City shall permit the County to use city-owned conduit in order to route the fiber optic cable associated with the A-Line ITS Improvements.

6.5 The City and County will work jointly to encourage WSDOT to complete a 24-count fiber connection between Federal Way City Hall and the intersection of Pacific Highway and S 320th Street by June 10, 2010 to facilitate RapidRide communications. The distribution of the fiber is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Strands</th>
</tr>
</thead>
<tbody>
<tr>
<td>King County Metro Rapid Ride</td>
<td>2</td>
</tr>
<tr>
<td>City of Federal Way Communications</td>
<td>20</td>
</tr>
<tr>
<td>WSDOT / King County / Federal Way</td>
<td>2</td>
</tr>
</tbody>
</table>

The City will own the 24-count fiber connection and shall allow County use of the 4 strands.

Section 7. Financing

7.1 **Total Project Budget.** The total project budget for Phase 1 and Phase 2 Improvements is $828,916.

7.2 **County Contribution for Phase 2 Improvements Installed by the City.** Upon completion of the Phase 2 Improvements, the City will invoice the County for the actual cost of this work. The County will make payment to the City within (30) days of receipt of an invoice for work determined to be performed in accordance with the terms of this Agreement.
7.3 **County Contribution for King County Road Services Performed Work.** The County will pay for the work performed by King County Road Services for work performed on behalf of the City in direct support during the construction and acceptance of the Phase 1 and Phase 2 Improvements. The County will arrange for King County Road Services to bill the A-Line ITS Project directly for this work. The estimated budget for King County Road Services work is $10,000.

**Section 8. Schedule**

8.1 The scheduled date to begin construction of the Phase 1 Improvements is January 15, 2010.

8.2 The scheduled date for completion of the Phase 1 Improvements is July 31, 2010.

8.3 The scheduled date for beginning RapidRide service is summer 2010.

8.4 The scheduled date to begin construction of the Phase 2 Improvements is February 2011.

8.5 The scheduled date for completion of the Phase 2 Improvements is November 2011.

**Section 9. Ownership and Maintenance of Completed Improvements**

9.1 The A-line ITS Improvements to existing City-owned conduit, junction boxes, and traffic signal control equipment shall become the property of the City upon their completion and final acceptance. The separate, concurrent agreement on the terms and conditions for the sharing of fiber optic installation projects will establish the ownership and maintenance responsibilities for the 72 strand and 48 strand fiber optic cables.

**Section 10. Insurance and Indemnification**

10.1 **Insurance Requirements for Phase 1 Improvements.** If the County uses a contractor to perform work under this Agreement, after taking into account the scope of work and services which may be performed by its contractor(s), the County shall require that the County's contractor maintain Commercial General Liability, Professional Liability if professional services are required, Automobile Liability insurance, Statutory Workers Compensation, Employers Liability/Stop Gap and other insurance as may be required with prudent limits of liability as established by a County risk assessment.

10.2 Any such contractor insurance specified in Subsection 10.1 shall insure the County, its contractor, and the City and its officers, officials, agents and employees against loss arising out of or in connection with activities, performed in furtherance of this Agreement by the County's contractor. Contractor's general and automobile liability insurance and other liability insurance as may be required shall include the City and its officers, officials, agents and employees as an additional insured and shall contain standard
separation of insureds language. The County's contractor's insurance shall be primary to and not contributing with any insurance or self insurance that may be carried by the City.

10.3 **Insurance Requirements for Phase 2 Improvements.** If the City uses a contractor to perform work under this Agreement, after taking into account the scope of work and services which may be performed by its contractor(s), the City shall require that the City's contractor maintain Commercial General Liability, Professional Liability if professional services are required, Automobile Liability insurance, Statutory Workers Compensation, Employers Liability/Stop and other insurance as may be required with prudent limits of liability as established by a City risk assessment.

10.4 Any such contractor insurance specified in Subsection 10.4 shall insure the City, its contractor, and the County and its officers, officials, agents and employees against loss arising out of or in connection with activities, performed in furtherance of this Agreement by the City's contractor. Contractor's general and automobile liability insurance and other liability insurance as may be required shall include the County and its officers, officials, agents and employees as an additional insured and shall contain standard separation of insureds language. The City's contractor's insurance shall be primary to and not contributing with any insurance or self insurance that may be carried by the County.

10.5 **Indemnification and Hold Harmless.** To the maximum extent permitted by law, each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitee's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Each Party shall require similar indemnification language in all Agreements with subcontractors entered into in conjunction with this Agreement.

11. **Effective Date and Term of Agreement**

This Agreement shall take effect upon the latest date on which one of the Parties executes this Agreement, and shall continue unless terminated pursuant to the terms of this Agreement.
12. Agreement Termination

Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Party not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty days in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.

13. Entire Agreement and Amendments

13.1 Entire Agreement. This document contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment.

13.2 Amendments. Except as otherwise provided for in this Agreement, amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its City Manager, and for and on behalf of the County by its General Manager of the Transit Division and shall be in writing and executed by such duly authorized representative of each Party. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

14. Notification and Identification of Contacts

14.1 Notice. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 14.2 of this Agreement unless otherwise indicated by the Parties in writing.

14.2 Contact Persons and Addresses. The contact persons for the administration of this Agreement are as follows:

**City of Federal Way**

- Rick Perez, PE
- City Traffic Engineer
- City of Federal Way
- P.O. Box 9718
- Federal Way, WA 98063-9718

**King County, Metro Transit:**

- David Cantey, Transit Speed & Reliability
- 201 S Jackson Street
- KSC-TR-0411
- Seattle, Washington 98104-3856
- (206) 684-6794
15. **Dispute Resolution Process**

The Parties, through their designated representatives identified in Subsection 14.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible Project Directors of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of the Parties or their designees. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

16. **Records Retention and Audit**

During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

17. **Compliance with Applicable Laws**

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

18. **Legal Relations**

18.1 **No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

18.2 **No Third Party Beneficiaries.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

18.3 **Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

18.4 **Binding on Successors and Assigns.** This Agreement, and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter
made a part hereof, shall be binding on the Parties and their respective successors and assigns.

18.5 **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by both Parties.

18.6 **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default; as such, failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of any other provision thereafter. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.

18.7 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18.8 **Jurisdiction and Venue.** The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

18.9 **Rights and Remedies.** The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

18.10 **Severability.** If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if7such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

18.11 **Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

18.12 **Survival.** Each of the provisions of this Section 18 shall survive any expiration or termination of Agreement.

19. **Execution of Agreement — Counterparts**

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated under their signatures.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DIVISION

By: Kevin Desmond, General Manager
Dated: ____________________________

CITY OF FEDERAL WAY

By: Brian Wilson, Interim City Manager
Dated: ____________________________

APPROVED AS TO FORM:

By: Patricia Richardson, City Attorney
Dated: ____________________________
Attachment A  
A-Line ITS Improvements

<table>
<thead>
<tr>
<th>PHASE 1 IMPROVEMENTS</th>
<th>Cost of Improvements</th>
<th>Financial Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County</td>
<td>City</td>
</tr>
<tr>
<td>1.</td>
<td>$731,114</td>
<td>-0-</td>
</tr>
<tr>
<td>Install new ITS cabinets at signalized intersections.</td>
<td>$731,114</td>
<td>$731,114</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| The following intersections on Pacific Highway S will be equipped for TSP and include all of the required communications hardware:  
  • S 276th Street
  • S 288th Street
  • Dash Point Road
  • S 304th Street
  • S 308th Street
  • S 312th Street
  • S 316th Street | $731,114 | $731,114 |
| 3.                   |                      |               |
| Install antennas and wireless access points as indicated on the design drawings. Install fiber termination panel and Ethernet switch in each ITS cabinet. | $731,114 | $731,114 |
| 4.                   |                      |               |
| Install fiber termination panel in the traffic controller cabinet at the following intersections:  
  • (Rick: the fiber term cabinet will b in the City fiber vault at S 320th S 320th St and 20th Ave S
  • S 320th St and 23rd Ave S
  • S 320th St and 25th Ave S
  • S 316th St and 23rd Ave S
  • S 317th St and 23rd Ave S | $731,114 | $731,114 |
| 5.                   |                      |               |
| Install vaults for fiber splicing and cable storage. | $731,114 | $731,114 |
| 6.                   |                      |               |
| Install fiber from 25th Ave S to the WSDOT CCTV cabinet at I-5. | $731,114 | $731,114 |
| 7.                   |                      |               |
| Upgrade Type 1 junction boxes to Type 2 junction boxes to accommodate the fiber cable as indicated on the design drawings. | $731,114 | $731,114 |
| 8.                   |                      |               |
| Install small sections of new conduit at S 272nd Street and Pacific Highway S. S 320th and Pacific Highway S, and S 320th St and 25th Ave S. | $731,114 | $731,114 |
| 9.                   |                      |               |
| Develop and install new traffic signal timing to support corridor signal coordination and transit signal priority | $731,114 | $731,114 |
| **Subtotal**         | $731,114             | $731,114          |
| **PHASE 2 IMPROVEMENTS** |                      |               |
|                      | County               | City          |
| 1.                   | $97,802              | -0-           |
| Install approximately 7,000 feet of fiber cable between Dash Point Road and S 312th St. | $97,802 | $97,802 |
| 2.                   |                      |               |
| Install vaults for fiber splicing and cable storage | $97,802 | $97,802 |
| **Subtotal**         | $97,802              | $97,802          |
| **Total**            | $828,916             | $828,916        |
# Attachment B
## Phase 2 Improvements

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Sub Total</th>
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</thead>
<tbody>
<tr>
<td>Design (KPG, Inc.)</td>
<td></td>
<td></td>
<td></td>
<td>$22,000</td>
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<tr>
<td><strong>Lump sum breakdown of construction item:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>&quot;TRANSIT SIGNAL PRIORITY SYSTEM, COMPLETE&quot;</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Conduit, PVC, 2 in, Sch 40</td>
<td>LF</td>
<td>150.0</td>
<td>$15.00</td>
<td>$2,250</td>
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<tr>
<td>Splice Vault, 25TA</td>
<td>EA</td>
<td>2.0</td>
<td>$3,000.00</td>
<td>$6,000</td>
</tr>
<tr>
<td>Powerbar, rackmounted</td>
<td>EA</td>
<td>2.0</td>
<td>$50.00</td>
<td>$100</td>
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<tr>
<td>Antenna Cable, CAT5e</td>
<td>LF</td>
<td>200.0</td>
<td>$5.00</td>
<td>$1,000</td>
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<tr>
<td>RapidRide Communication Cabinet, 336A</td>
<td>EA</td>
<td>2.0</td>
<td>$5,100.00</td>
<td>$10,220</td>
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<tr>
<td>Fiber Optic Cable, 12 Count</td>
<td>LF</td>
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<td>$4.00</td>
<td>$500</td>
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<tr>
<td>Fiber Optic Cable, 72 Count</td>
<td>LF</td>
<td>5800.0</td>
<td>$6.00</td>
<td>$35,800</td>
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<tr>
<td><strong>Item Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$54,970</td>
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</tbody>
</table>

**Traffic Control Items**
- **Traffic Control Supervisor**
  - HR 40 $60.00 $2,400
- **Flaggers and Spotters**
  - HR 40 $48.00 $1,920
- **Other Temporary Traffic Control**
  - LS 0.015 $250,000.00 $3,750
- **Sequential Arrow Sign**
  - HR 40 $5.00 $200

**Traffic Control Subtotal**

$8,270

**Construction Subtotal**

$63,240

**Construction management (12.5%)**

$7,905

**Construction Total**

$71,145

**Project Subtotal**

$93,145

**Project Administration (5%)**

$4,657

**Phase 2 Total**

$97,802

**5 days/340 working days**
Attachment C

1. The Parties recognize that it will be necessary for the City to update signal timings in response to changing traffic conditions.

2. The City agrees to re-evaluate and comprehensively update signal timings along the corridor at least once every 3 to 5 years. City updates will include an analysis of transit signal priority (TSP) settings and modifications. The County will fund the initial signal timings installed by the A-Line RapidRide ITS Improvements.

3. The City agrees to make a good faith effort to sustain the travel time advantage for transit along the corridor that is at least equal to what was achieved with the initial TSP installation.

4. The Parties have established a goal of providing TSP for 80% of all RapidRide coaches that arrive at and benefit from transit signal priority either through a green extension or a red reduction.

5. The City agrees to assign a Traffic Engineer who will have responsibility for the operation of all TSP intersections in the City. If the City contracts for its traffic engineering services, it will include this work in its contract. The city employee or the approved city representative will be the primary liaison between the City and King County Metro. The Parties commit to work together to maintain and improve the operation of TSP as an ongoing element of the City’s traffic signal system.

6. The City agrees to notify King County Metro anytime it retimes or significantly adjusts signal timing along the corridor. In these instances, the Parties agree to cooperate in the development of signal timing and transit signal priority parameters in order to maintain or improve TSP operations.

7. The Parties agree to jointly prepare and issue an annual TSP evaluation report.

8. The Parties have agreed that the signal timings and TSP settings for the initial TSP installations and all other signal related improvements will be the same as or very close to what was submitted with the Proposal. The description of TSP tier level that is associated with the initial timing proposal will be used as a guide for any refinements or modifications made at the time of implementation.

Tier 1: With Tier 1, the green times for the non-transit movements are truncated by 15-percent or less of the programmed phase split time. This approach provides a minimal amount of travel time savings for transit, but also has virtually no impact to general purpose traffic.
Tier 2: Tier 2 will shorten the non-transit phases based on the level of service of the conflicting phases, rather than a specific percentage of the phase split time. This approach attempts to minimize the affect of TSP on heavy traffic movements and utilize time from movements with less delay. The non-transit green times are truncated as follows:

- **Level of Service (LOS) A or B:** If the conflicting phase has a level of service A or B, it is assumed that up to 30% of the total phase split could be allocated to TSP.
- **LOS C:** If the conflicting phase has a level of service C, it is assumed that up to 25% of the total phase split could be allocated to TSP.
- **LOS D:** If the conflicting phase has a level of service D, it is assumed that up to 20% of the total phase split could be allocated to TSP.
- **LOS E or F:** If the conflicting phase has a level of service E or F, it is assumed that only 10% to 15% of the total phase split could be allocated to TSP.
- **Tier Two** is similar to the level of TSP currently used by King County Metro on its TSP corridors.

Tier 3: Tier Three represents an approach whereby the non-transit movements are shortened to the minimum green times allowable for each phase. Tier Three provides a timing strategy that maximizes transit delay reduction while maintaining service to each non-TSP phase.

Tier 4: Tier Four would allow for non-transit vehicle and/or pedestrian phases to be resequenced or omitted in order to transition to the TSP phase as quickly as possible. Tier Four level of priority is similar to the priority strategy typically used for light rail service.