



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 4, 2005

Ordinance 15294

Proposed No. 2005-0399.1

Sponsors Pelz

1 AN ORDINANCE authorizing the King County executive
2 to execute an interlocal agreement with the cities of Renton
3 and Tukwila regarding the transfer of ownership and the
4 operation of city-owned traffic signals and related
5 intelligent transportation system equipment by the King
6 County road services division.

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STATEMENT OF THE FACTS

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1. The Trans-Valley corridor, defined as starting from SE 151st Street on
11 Petrovitsky Road and follows along on SE 176th Street, Carr Road, SW
12 43rd Street, and onto S 180th Street where it ends at Southcenter Parkway,
13 is a regional arterial that serves both unincorporated King County and city
14 residents.

15

2. The county's intelligent transportation system ("ITS") project, which is
16 identified in the road services division adopted six-year capital
17 improvement plan as CIP #400400, will improve traffic flow by

18 interconnecting and coordinating the signal system and providing transit
19 signal priority along the corridor.

20 3. The operation of the city-owned traffic signals along the corridor by the
21 King County road services division is vital to the implementation of the
22 county's project.

23 4. Chapter 39.34 RCW authorizes the county and the city to enter into an
24 interlocal cooperation agreement such as Attachment A to this ordinance.

25 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

26 SECTION 1. The county executive is hereby authorized to execute an interlocal
27 agreement, substantially in the form of Attachment A to this ordinance, with the cities of
28 Renton and Tukwila regarding the transfer of ownership and the operation of city-owned

Ordinance 15294

29 traffic signals and related intelligent transportation system ("ITS") equipment by the King
30 County road services division.
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Ordinance 15294 was introduced on 9/26/2005 and passed by the Metropolitan King County Council on 10/3/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine

No: 0

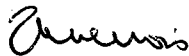
Excused: 1 - Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 13 day of OCTOBER, 2005.



Ron Sims, County Executive

RECEIVED
2005 OCT 14 PM 3:24
CLERK
KING COUNTY COUNCIL

Attachments

A. Interlocal Agreement for the Transfer of Ownership and the Operation and Maintenance of traffic Signals and Related Equipment Along the Trans-Valley Corridor

**INTERLOCAL AGREEMENT FOR THE TRANSFER OF OWNERSHIP AND
THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS AND RELATED
EQUIPMENT ALONG THE TRANS-VALLEY CORRIDOR**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington ("the County"), the City of Renton ("Renton"), and the City of Tukwila ("Tukwila"). The County and the Cities are referred to collectively as "the Parties," and Renton and Tukwila are referred to collectively as "the Cities" and individually as "City."

RECITALS

- A. The County has a Capital Improvement Project (CIP #400400) to interconnect the traffic signal system along the Trans-Valley Corridor ("the Corridor"). The Parties have entered into a separate agreement regarding the design and construction of CIP #400400.
- B. The Corridor is defined as starting from SE 151st Street on Petrovitsky Road and follows along on SE 176th Street, Carr Road, SW 43rd Street, and onto S 180th Street where it ends at Southcenter Parkway. Portions of the Corridor are located in Renton, Tukwila and unincorporated King County.
- C. Renton and Tukwila own certain traffic signals along the Corridor listed on Exhibit A.
- D. CIP #400400 includes 1) installing closed circuit television (CCTV) cameras; 2) installing an Intelligent Transportation System (ITS) comprised of fiber optic communications equipment and fiber optic communication cable; 3) replacing City signal equipment including signal controllers and some cabinets; and 4) installing transit priority request (TPR) equipment, as itemized in Exhibit B, to support the operation of transit signal priority (TSP).
- E. The Parties find that it would be mutually beneficial for the Cities to maintain their respective CCTV cameras, ITS equipment and cable, City signals, and TPR equipment located within their jurisdictions and for the County to operate the City signals at County expense for two years, in coordination with related County, City and State equipment.
- F. The Parties are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal governmental cooperative agreement of this nature.

AGREEMENT

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

1. Applicability. This Agreement applies to the transfer of ownership and operation and maintenance of CCTV cameras, ITS equipment and cable, City signal equipment and TPR equipment that the County installs as part of CIP #400400 within the Cities' corporate limits.

2. Transfer of Ownership
 - 2.1 Following final inspection and acceptance of CIP #400400 by the County, ownership of the CCTV cameras, ITS equipment and cable, City signal equipment, TPR equipment and fiber optic cable, all as listed in Exhibits A, B, and C, shall automatically transfer to the City within whose corporate limits they are located.

 - 2.2 For the purpose of documenting this transfer, the County shall send each City a letter indicating the date of acceptance of CIP #400400 which is also the official date of the transfer of ownership as described in Section 2.1.

3. County Responsibilities
 - 3.1 The County shall pay for the initial purchase, installation, integration, testing and acceptance of CCTV cameras, ITS equipment and cable, City signal equipment, and TPR equipment related to this Agreement as part of the construction of CIP #400400.
 - 3.1.1 Prior to acceptance of CIP #400400, the County, at its expense, shall provide training to the Cities for maintenance of the City signal equipment and central system software.

 - 3.2 The County shall own and maintain, at its sole cost, the modem connection to the TPR management server, the TPR management server, the TPR application software, and each City's access to the County's wide area network where the TPR application is housed.

 - 3.3 The County shall operate the CCTV cameras, ITS equipment and cable, City signals, and TPR equipment and shall be responsible for all costs associated with their operation. This shall include signal timing generation and implementation, TSP settings, citizen requests for timing information, and annual signal timing review. The County shall provide this service, at the County's expense, to the Cities for a period of two years following final acceptance of CIP #400400 and as described in Section 9.1.

 - 3.4 The County shall prepare signal timing plans for the operation and coordination of City signals and shall provide the signal timing plans inclusive of TSP settings to the Cities for their review, modification, and acceptance. The County shall not implement signal timing plans without first obtaining written authority from the Cities to proceed.

- 3.5 The County, in the event of an emergency, such as caused by acts of nature or vandalism or traffic accidents, shall have the ability to modify the operation of the signal timing plans to reduce resultant traffic hazards without written authority from the Cities. When practicable, the County shall notify the Cities of this signal timing operation modification.
- 3.6 The Cities grant the County right of entry into the respective corporate limits of each City for the purpose of carrying out the terms of this Agreement. The County agrees to perform any work within the Cities consistent with all current City practices. The County will notify the City prior to performing any work within the City.
- 3.7 The County shall own and maintain the fiber optic cable that is within the unincorporated King County right-of-way. The fiber usage shall be available to the Cities, County and the Washington State Department of Transportation (WSDOT), as described in Exhibit C, Trans-Valley ITS construction plans, sheet CH-1, Sheet 82 of 99 including the thirty-six strands of fiber installed as part of the Green River Valley Signal Interconnect project.

4. Cities Responsibilities

- 4.1 The Cities shall perform all routine and ordinary maintenance and repair on their respective City signals, as well as the CCTV cameras, ITS equipment and cable, and the TPR equipment installed by the County pursuant to this Agreement and shall be responsible for all associated costs. Each City shall provide records of the foregoing maintenance and repair to the County upon request by the County.
- 4.2 Following County acceptance of CIP #400400, each City shall own and maintain, at its sole cost, County-installed CCTV, ITS, City signal and TPR equipment within each City's corporate limits. Each City shall be responsible for pole attachment agreements and utility costs, if applicable.
- 4.3 The Cities shall receive full access rights to the Cities' signal systems via the County's Advanced Transportation Management System (ATMS), to remotely monitor the traffic signal timing and traffic flow information for City signals. The Cities shall receive read only access to the County's ATMS to monitor the traffic signals owned by the County.
- 4.4 The Cities shall be provided with the County's operational signal timing plans and shall review the plans, suggest modifications if necessary, and approve the plans in writing before implementation. The Cities shall have the ability to make further recommendations after initial approval and shall work with the County before the County implements any additional modifications.
- 4.5 Each City shall pay for replacement of CCTV cameras and City signals when

cameras, City signals, or signal components deteriorate to the point of imminent failure or can no longer be cost effectively maintained as determined by the County and the City. The City may fund additional improvements to the intersection and traffic system within its corporate limits at its discretion as technology and traffic patterns change.

4.5.1 The County shall provide each City with necessary documentation of the City signals' deficiencies as they become apparent during operation of City signals. The County shall provide this information to each City as soon as practicable.

4.6 Each City shall notify the County of modifications the City intends to make to City signals that, in the opinion of the City, could impact the operation of the signal at that intersection or impact the operation of the corridor prior to implementation of those changes. In the event a condition exists resulting from acts of nature, third party damage, unknown third party damage, or other reasons, the City may remove any obvious and immediate traffic hazards before notification to the County. Each City shall have access to City signals in the event of an emergency .

4.7 Each City shall own and maintain the fiber optic cable that is within its corporate limits. The fiber usage shall be available to the Cities, the County and WSDOT, as described in Exhibit C, Trans-Valley ITS construction plans, sheet CH-1, Sheet 82 of 99 including the thirty-six strands of fiber installed as part of the Green River Valley Signal Interconnect project.

5. Coordination

5.1 The County and the Cities shall cooperate with each other in good faith and take into consideration the comments of the State as to the operation of the ITS, City signals and TPR.

5.2 The County and the Cities shall cooperate with each other in good faith to monitor and evaluate the operation of the signal timing plans to address any problems as they develop. The Parties shall meet quarterly or at any other time upon request by any Party to review traffic pattern changes, detour routes, coordination issues, system changes, and maintenance and operation issues, regarding the City signals, ITS, and TPR equipment.

5.3 The County and the Cities shall support the implementation of priority treatment for transit where it is determined to be effective. The Cities shall have the final say on where transit priority treatment is implemented within their respective jurisdictions.

5.4 The County and the Cities will jointly agree upon hardware requirements for the TPR equipment that is required to implement TSP and on the operational

parameters for the implementation of transit priority treatments.

- 5.5 Within 120 days following the execution of this Agreement, the Metro Transit Division of the County and the City of Tukwila shall jointly develop and adopt TSP maintenance guidelines consistent with this Agreement, that outline the specific work processes the parties will employ to operate and maintain the TPR equipment.
- 5.6 Within 120 days following the execution of this Agreement, the Road Services Division of the County and the Cities shall jointly develop equipment maintenance guidelines and timelines. These guidelines and timelines will assist each Party in routine maintenance as well as emergency repair procedures and timelines for the ITS equipment, and City and County signals.

6. Data and Information Exchange

- 6.1 The County and the Cities shall make available to each other such information and data, if available, that may be useful in coordinating the operation and maintenance of the Corridor. This information and/or data includes, but is not limited to, traffic counts, signal status, detector occupancy, timing plans, and video signals. The Parties recognize that certain information and/or data may be time sensitive and should be provided as quickly as practicable to the other party.
- 6.2 The County and the Cities shall agree upon how to configure the data exchange network server to control what information is available to each party. The County and the Cities agree that all data should be made available to each party, unless there is a legal, operational or proprietary reason for withholding the data or information.

7. Signal Addition or Deletion

Exhibits A and B may be modified by adding or deleting CCTV cameras, ITS, signal, or TPR equipment upon written modification, signed by the City Public Works Administrator for Renton, by the City Engineer for Tukwila and by the Director of the County's Department of Transportation. Such modification shall be appended to this Agreement.

8. Fiber Usage Modification

Exhibit C may be modified with regard to fiber use authority along the corridor upon written modification, signed by the City Public Works Administrator for Renton, by the City Engineer for Tukwila and by the Director of the County's Department of Transportation. Such modification shall be appended to this Agreement.

9. Term of Agreement and Termination

- 9.1 The term of this Agreement shall begin on the date this Agreement is executed and expire on the date that is two years from the acceptance date of CIP #400400, subject to the early termination provisions below in this Section. The term may be extended beyond the expiration date if the Parties execute an amendment to this Agreement that provides that the Cities shall pay the County for the cost of operation services, as described in Section 3.3.
- 9.2 Funding for this Agreement beyond the County's current appropriation year is conditional upon appropriation by the Metropolitan King County Council of sufficient funds to support the County's obligations described herein. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.
- 9.3 The County or either of the Cities may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Parties. If one City terminates this Agreement, this Agreement shall be terminated as to that City, and the County and the other City shall continue to maintain and operate the CCTV cameras, ITS equipment and cables, City signals and TPR equipment under the terms of this Agreement.
- 9.4 Expiration or termination of this Agreement shall constitute termination of all signal assignment documents as well. Upon expiration or termination the following shall apply:
- 9.4.1 The County shall provide the City with sufficient documentation and training on the control equipment as deemed necessary by the City for the continued operation of the signal plan should the City decide to operate the signal plan.
- 9.4.2 The County shall release operating access to the City-owned CCTV cameras to the City. The County may maintain read only access to the City-owned cameras.
- 9.4.3 The City and the Metro Transit Division of the County shall enter into a separate agreement if the City elects to continue the transit signal priority function. If the City elects to discontinue the transit signal priority function, the City shall relinquish its ownership of all TPR equipment as described in Exhibit B. The City shall collect this equipment from the field and deliver it to a location designated by the Metro Transit Division of the County.
- 9.4.4 The Road Services Division of the County and the Cities shall enter into a separate agreement for maintenance and usage of the fiber optic cable that runs throughout the limits of CIP #400400 to maintain communication between signals and between the corridor and the Traffic Management

Centers of each jurisdiction.

9.5 The County or either of the Cities may partially terminate this Agreement by terminating the TSP element of this Agreement by providing sixty (60) days written notice to the other party. Should a City exercise its right of partial termination, it shall be responsible for the cost of collecting all of the TPR equipment from the field and delivering it to the County at the location requested by the Metro Transit Division of the County.

10. Liability

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

11. 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 Cities during the term of this Agreement and three years after expiration or termination.

12. Exhibits

- A. Traffic Signal System
- B. TPR Equipment
- C. Fiber Usage Plan. TransValley ITS Plan Sheet 82, CH-1

13. Other Provisions

- 13.1 The County shall be deemed an independent contractor for all purposes, and the employees of the County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees of either City.
- 13.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of each City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 13.3 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 13.4 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Parties.

- 13.5 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 13.6 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 13.7 This Agreement may be amended only by an instrument in writing, duly executed by the Parties, provided that Exhibits A, B, and C may be modified as set forth in Section 7, Signal Addition or Deletion and Section 8, Fiber Usage Modification.

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

CITY OF RENTON

CITY OF TUKWILA

 Title: _____

 Title: _____

 Date

 Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 City Attorney

 City Attorney

KING COUNTY

 King County Executive

 Date

APPROVED AS TO FORM:

 Deputy Prosecuting Attorney

EXHIBIT "A"

TRAFFIC SIGNAL SYSTEM

Category A: Traffic Signal System operated by the **COUNTY** and owned and maintained by **TUKWILA**.

Southcenter Parkway/South 180th Street: Traffic Signal system, ITS

Andover Park West/South 180th Street: Traffic Signal system, TPR Equipment, ITS

Andover Park East/South 180th Street: Traffic Signal system, TPR equipment, CCTV, ITS

Sperry Drive/South 180th Street: Traffic Signal system, ITS

West Valley Highway/South 180th Street: Traffic Signal system, CCTV, TPR, and ITS equipment

72nd Ave South: Traffic Signal system, ITS

Fiber Optic Cable along South 180th Street between Southcenter Parkway and 72nd Ave South, per Exhibit "C"

Category B: Traffic Signal System operated by the **COUNTY** and owned and maintained by **RENTON**.

Oaksdale Avenue Southwest/South 43rd Street: Traffic Signal System, CCTV, ITS.

Lind Ave Southwest/South 43rd Street: Traffic Signal System, ITS

East Valley Highway/South 43rd Street: Traffic Signal System, ITS, CCTV

East Valley Highway/South 41st Street: Traffic Signal System, ITS

Talbot Road/South 43rd Street: Traffic Signal System, ITS, CCTV

98th Avenue South/Carr Road: Traffic Signal System, ITS

SR 167 NB Ramps: Traffic Signal System, ITS

Fiber Optic Cable along South 180th Street/SW 43rd St. between 72nd Ave South and Mill Ave, per Exhibit "C".

EXHIBIT B

Transit Priority Request Equipment	Quantity
Reader Assembly	4
Yagi Antenna	7
Interface Panel	3
Vilink VK230 fiberoptic modem	3
Transit Priority Request Generator.	3

<u>Reader Node Number</u>	<u>Location</u>	<u>Direction</u>
12002	W. Valley/S. 180 th St	Northbound on W. Valley Hwy.
12004	W. Valley/S. 180 th St	Eastbound on S. 180 th St.
12011	Andover Park W./S. 180 th St.	Southbound on Andover Park W.
12013	Andover Park W./S. 180 th St.	Westbound on S. 180 th St.
<u>TPRG Node Number</u>	<u>Location</u>	
12000	S. 180 th St/W. Valley Hwy.	
12010	S. 180 th St./Andover Park W.	
12020	S. 180 th St./Andover Park E.	