



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19676

Proposed No. 2023-0247.1

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the King County executive
 2 to execute an interlocal agreement with the City of Federal
 3 Way for the operation and maintenance of traffic signals
 4 and related equipment for the city's adaptive traffic control
 5 system.

6 STATEMENT OF FACTS:

- 7 1. The city has a series of projects to provide adaptive traffic control
 8 systems throughout the city.
- 9 2. The projects are proposed to extend beyond the limits of the city into
 10 unincorporated King County where they could improve traffic signal
 11 operations for their respective transportation corridors.
- 12 3. The projects include installing fiber optic communications cable and
 13 equipment, replacing county traffic signal equipment, including signal
 14 controllers and various components in the traffic signal controller cabinets,
 15 installing additional vehicle detection, and installing closed circuit
 16 television surveillance cameras.
- 17 4. The adaptive traffic control system is a system of traffic signals in
 18 which real-time traffic data is used to continuously optimize traffic signal
 19 timing to reduce traffic delays.

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20 5. It is in the best interest of King County and the City of Federal Way to
21 include certain county traffic signals as part of the city's adaptive traffic
22 control systems and for the city to operate the county signals included in
23 the city's projects to optimize traffic signal timing through the city's and
24 county's road corridors.

25 4. King County and the City of Federal Way are municipal corporations
26 under the laws of the State of Washington and are entitled to utilize
27 chapter 39.34 RCW to enter into an interlocal agreement to mutually carry
28 out statutory duties.

29 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

30 **SECTION 1.** The executive is hereby authorized to execute an interlocal
31 agreement with the City of Federal Way for the operation and maintenance of traffic

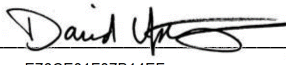
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- 32 signals and related equipment located in King County as part of the city's adaptive traffic
- 33 control system, substantially in the form of Attachment A to this ordinance.


Ordinance 19676 was introduced on 7/11/2023 and passed by the Metropolitan King County Council on 10/10/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


DocuSigned by:

 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

 8DE1BB375AD3422...

Melani Hay, Clerk of the Council

APPROVED this _____ day of 10/19/2023, _____.

DocuSigned by:

 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Interlocal Agreement for the Operation and Maintenance of Traffic Signals and Related Equipment for Federal Way's Adaptive Traffic Control System

**INTERLOCAL AGREEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS AND
RELATED EQUIPMENT FOR FEDERAL WAY'S ADAPTIVE TRAFFIC CONTROL SYSTEM**

This agreement is made and entered into by and between King County, a political subdivision of the State of Washington ("County") and the City of Federal Way ("City"), and hereinafter referred together as the ("Parties").

RECITALS

- A. The City has a series of Capital Improvement Projects ("Projects") to provide adaptive traffic control system throughout the City.
- B. The Projects are proposed to extend beyond the corporate limits of the City into unincorporated areas under the jurisdiction of the County where they could improve traffic signal operations for their respective corridors.
- C. The County owns and operates certain traffic signals, listed in Exhibit A, along corridors that would be addressed by the Projects.
- D. The Projects include providing fiber optic communications cable and equipment, replacing County traffic signal equipment, including signal controllers and various components in traffic signal controller cabinets, installing additional vehicle detection, and installing closed circuit television surveillance cameras.
- E. The Parties find that it would be mutually beneficial for the City and the County to maintain their respective traffic signals and their components, surveillance cameras, and fiber optic communications cable and associated equipment.
- F. The Parties find that it would be mutually beneficial for the City to manage and maintain the adaptive traffic control system utilized for city streets, and the County-owned traffic signals listed in Exhibit A.
- G. The Parties are authorized, pursuant to Chapter 39.34 RCW, 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 operation of signal timing and maintenance of City-installed and County-owned traffic signal equipment, communications cable and associated equipment, and surveillance cameras listed in Exhibit A.

2. Transfer of Ownership

Following final inspection and acceptance by the City and County of the Projects installing equipment within County rights-of-way, ownership of City-provided traffic signal equipment, communications cable and associated equipment, and surveillance cameras located within County rights-of-way shall automatically transfer to the County. However, due to federal procurement requirements, said equipment shall remain in service for the duration of its useful life.

3. City Responsibilities

- 3.1. The City shall pay for the initial purchase, installation, integration, testing, and acceptance of traffic signal equipment, communications cable and associated equipment, and surveillance cameras related to the Agreement as part of the construction of the Projects.
- 3.2. The City shall provide the County the adaptive traffic control timing parameters to review and approve prior to implementation.
- 3.3. The City shall operate the traffic signal equipment, communications cable and associated equipment, and surveillance equipment on County roads in accordance with the County-approved signal timing parameters and shall be responsible for all costs associated with their operation including but not limited to signal timing generation and implementation. In addition, the City shall respond to public records requests and citizen inquiries regarding traffic signal operations and periodic review of traffic signal timing.
- 3.4. The City shall not alter the County's clearance intervals at County-owned traffic signals subject to this Agreement without first obtaining written authority from the County to proceed.
- 3.5. The City may alter traffic signal phasing sequence, cycle lengths, splits, and offsets on a real-time basis to optimize traffic signal operations within the County-approved parameters set in the adaptive traffic control system. The City shall notify the County when alteration to the traffic signal phasing sequence, cycle lengths, splits, and offsets are made as soon as practicable.
- 3.6. The City shall provide the County with necessary documentation of the County traffic signals' deficiencies as they become apparent during operation of the County traffic signals. The City shall provide this information to the County as soon as practicable.
- 3.7. The County shall receive full access rights to the City's TACTICS system to remotely monitor and operate the traffic signal timing and traffic flow information for County signals. To that end, the City shall provide access via dedicated workstations at the County Signal Shop and Traffic Management Center and remote Internet access.
- 3.8. The City shall own and maintain the optic cable that is within the City right-of-way. The County shall own and maintain the optic cable that is within the County right-of-way. Use of the fiber optic cable shall be available to the City, County, and Washington State Department of Transportation as necessary to provide communication between the County and City Traffic Management Centers (TMCs) and allow access to County equipment from the County TMC.

4. County Responsibilities

- 4.1. The County shall own and maintain the fiber optic cable that is within the unincorporated King County right-of-way. The City, County, and Washington State Department of Transportation are permitted to utilize the fiber optic cable.

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Attachment A

- 4.2. The County shall continue to own and maintain the traffic signals located in unincorporated King County listed in Exhibit A. In accordance to Section 2, this includes the accepted and transferred equipment installed by the City's Projects.
- 4.3. The County, in the event of an emergency, such as acts of nature or vandalism or traffic collisions, shall have the ability to remove its traffic signals from adaptive traffic control system provided by the City to reduce resultant traffic hazards without written authority from the City. In such circumstances, the County shall notify the City of this signal control as soon as practicable.
- 4.4. The County shall notify the City of modifications the County intends to make to County signals that could impact the operation of the traffic signal at that intersection or impact the operation of the corridor(s) in which that intersection is located prior to the 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 County may remove any obvious and immediate traffic hazards before notifications to the City.

5. Coordination

- 5.1. The City and the County shall cooperate with each other in good faith as to the operation of the adaptive traffic control system.
- 5.2. The City and the County shall cooperate with each other in good faith to monitor and evaluate the operation of the signal timing 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 County signals and the adaptive traffic control system.

6. Data Information and Exchange

- 6.1. The City and County shall make available to each other such information and data, if available, that may be useful in coordinating the operation and maintenance of the intersections and corridors. 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 City and County shall agree upon how to configure the data exchange network server to control what information is available to each party. The City and County agree that all data should be made available to each party, unless there is a legal, operation, or proprietary reason for withholding the data or information.

7. Traffic Signal Addition or Deletion

Exhibit A may be modified by adding or deleting intersections applicable to this Agreement upon written modification, signed by the Public Works Director for the City and Director of the County's Road Services Division.

8. Terms of Agreement and Termination

- 8.1. The term of this Agreement shall begin on the date this Agreement is executed and shall be effective until terminated by either Party.
- 8.2. The City or the County may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Party.

8.3. The Roads Services Division of the County and the City shall enter into a separate agreement for maintenance and usage of the fiber optic cable that runs through the Parties' rights-of-way to maintain communication between traffic signals and the Traffic Management Centers of each Party.

9. Liability

If a claim, demand, or cause of action arises from the negligent act or failure to act or intentional wrongful act of one of the Parties hereto, or its officers, agents or employees, then that Party shall indemnify, defend, and save the other Party and its officers, agents, and employees harmless therefrom; provided, however, that such provision shall not apply to the extent that damage or injury arises from the fault of the other Party, its officers, agents, or employees. In the case of negligence of both the City and the County, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party. Each party hereby waives for itself and its employees any immunity to which it may be entitled under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the other party as provided herein, which waiver has been mutually negotiated by the Parties.

Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and 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. The City shall require each contractor engaged in installation, monitoring and/or other activities described in this Agreement to cover King County as an additional insured under such contractor's general and automobile liability policies, and to include King County as an indemnified party in each such agreement pertaining to activities described herein. City shall provide County certificates of insurance and additional insured endorsements evidencing the aforementioned coverage prior to commencement of any contractor's work described herein.

10. 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 City or the County during the term of this Agreement and three years after expiration or termination.

11. Other Provisions

11.1 The City shall be deemed an independent contractor for all purposes, and the employees of the City, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to employees of the County.

11.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.

11.3 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

11.4 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.

11.5 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

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Attachment A

- 11.6 This Agreement contains the entire Agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded. Nothing in this Agreement shall alter other agreements between the City and the County with respect to the County's provision of traffic signal maintenance services to the City or the shared use of fiber-optic cable for the operation of transit signal priority systems elsewhere in the City.
- 11.7 This Agreement may be amended only by an instrument in writing, duly executed by the Parties, provided that Exhibit A may be modified as set forth in Section 7, Traffic Signal Addition or Deletion.

[signature page follows]

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Attachment A

IN WITNESS, the Parties execute this Agreement below, effective the last date written below:

CITY OF FEDERAL WAY:

ATTEST:

Jim Ferrell, Mayor

Stephanie Courtney, CMC, City Clerk

APPROVED AS TO FORM:

DATE: _____

J. Ryan Call, City Attorney

KING COUNTY:

Dow Constantine, County Executive

DATE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Dow Constantine, to me known to be the County Executive of King County that executed the forgoing 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, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20____.

Notary's signature _____
Notary's printed name _____

Notary Public in and for the State of Washington.
My commission expires _____

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Attachment A

EXHIBIT "A"

TRAFFIC SIGNAL SYSTEM OPERATED BY THE CITY AND MAINTAINED BY THE COUNTY

S 320th Street / S Peasley Canyon Road at Military Road S

S 321st St at S Peasley Canyon Road

31st Avenue S at Military Road S

Certificate Of Completion

Envelope Id: 0041558B38B4462986FF6D14EBF19881	Status: Completed
Subject: Complete with DocuSign: Ordinance 19676.docx, Ordinance 19676 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 3
Supplemental Document Pages: 7	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


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Using IP Address: 67.160.80.216

Timestamp

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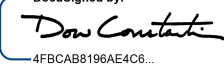
Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Signed: 10/11/2023 12:13:58 PM

Electronic Record and Signature Disclosure:
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ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 174.61.164.238

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Signed: 10/19/2023 4:05:53 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 10/11/2023 12:13:59 PM Viewed: 10/11/2023 3:59:40 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/19/2023 4:05:42 PM
Signing Complete	Security Checked	10/19/2023 4:05:53 PM
Completed	Security Checked	10/19/2023 4:05:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.