

2003-426
Exhibit 1

Attachment A

DRAFT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUBURN AND KING COUNTY
FOR THE DESIGN AND CONSTRUCTION OF
INTELLIGENT TRANSPORTATION SYSTEM IMPROVEMENTS**

11812

THIS AGREEMENT is entered into by and between the City of Auburn ("the City") and King County ("the County").

RECITALS

- A. The City is developing plans for intelligent transportation system (ITS) improvements throughout the City as described in Exhibit A. The improvements described in Exhibit A that are the subject of this Agreement are 1) interconnecting signals from State Route 18 to Dogwood Street Southeast on Auburn Way South and from Auburn Way North to West Valley Highway on South 277th Street to the City's traffic control center and 2) purchasing signal system software to support the ITS improvements ("the Project").
- B. The Project may be partially in unincorporated King County and will provide benefits to unincorporated King County residents by quickening commutes and reducing delays.
- C. The Project has regional significance as demonstrated by link analyses studies showing the Project will improve traffic flows along South 277th Street and Auburn Way South in unincorporated King County.
- D. The County desires to contribute to the design and construction of the City's ITS improvements, relative to the benefits that will be realized by residents of unincorporated King County traveling through these corridors.
- E. The County has agreed to provide \$50,000 in support of the Project in 2003 and \$450,000 in support of the Project in 2004.
- F. It is in the best interest of the City and the County to work together to acquire additional funding for the City's ITS improvements.
- G. The City and the County are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal government cooperative agreement of this nature.

NOW, THEREFORE, the City and the County agree as follows:

AGREEMENT

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1. PURPOSE

- 1.1. The purpose of this Agreement is to provide for the County's contribution to the Project and to provide for the development of a plan to obtain other grants in support of the City's intelligent transportation system improvements.

2. PROJECT DESCRIPTION

- 2.1. Work elements for the Project shall consist of installing modems at signal controllers and installing interconnect to complete the citywide network at the Project locations. ITS improvements shall not preclude the future incorporation of transit signal priority and other transit-related technologies.

3. GENERAL TERMS AND CONDITIONS

- 3.1. The City shall design or contract with a professional consulting engineering firm for the performance of all design and engineering services for the Project, in accordance with all applicable standards.
- 3.2. The City shall provide all engineering, administrative, inspection and clerical services necessary for the execution of the Project.
- 3.3. The County shall assist the City with developing a plan for obtaining other grants to support the program.
- 3.4. The City shall be responsible for incorporating the public information and involvement process if so required for the Project. The County shall be given the opportunity to attend and participate in any public meetings held.
- 3.5. The City Public Works Director or designee and the County Road Services Division Director or designee shall serve as liaison for the purpose of this Agreement. These contact persons shall meet quarterly, or more frequently as needed, to provide guidance for the Project and serve as a coordination body between the parties.
- 3.6. The County hereby grants the City right of entry into the jurisdiction of the County for the purpose of performing any and all tasks necessary to implement this Agreement.

4. CONSTRUCTION CONTRACT BIDDING

- 4.1. The City shall prepare the necessary contract bid documents for the Project.

- 4.2. The City shall advertise the contract in the official legal publication for the City and, if determined necessary by the City, other newspapers in the Seattle metropolitan area to provide the widest possible coverage.
- 4.3. The City shall provide to the County a copy of the plans and specifications advertised for bid.
- 4.4. The City shall open the bids. The City shall notify the County of the time and date of the opening of the bids, which is typically two to three weeks after the Project is advertised. The County may, but need not, attend the opening of the bids.
- 4.5. The City shall tabulate the bids. The City shall provide a dated copy of the bid tabulations to the County.
- 4.6. The City shall award the contract to the lowest responsible bidder as determined by the City for the Project subject to applicable laws and regulations.
- 4.7. The City shall be responsible for following all applicable Federal, State and local laws, rules and regulations in the expenditure of the funds to be paid by the County to the City in connection with the Project. The City assures the County that its procedures are consistent with applicable laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
- 4.8. In connection with this Agreement, neither the City nor any party contracting or subcontracting in connection with the Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of the delivery of services or any other benefits under this Agreement. The City shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations that prohibit such discrimination.
- 4.9. For Work within King County the City shall require that the County is included as an additional insured on the contractor(s) insurance policy(s), and that the County is included in the contract(s) indemnification provisions and receives the same protection as received by the City.
- 4.10. The City shall provide or contract for the provision of all services necessary for administration of the construction contract.

5. PAYMENT

- 5.1. The County shall reimburse the City for up to \$500,000 for direct costs for the Project as described in Exhibit B. The County shall reimburse up to \$50,000 in support of the Project in 2003 and the remainder in 2004.
- 5.2. The County shall reimburse the City quarterly for direct costs incurred for the project.
- 5.3. The City shall provide invoices not more frequently than quarterly. Invoices shall include appropriate documentation as required, and shall be submitted to the County prior to the County making payments.

6. DURATION/TERMINATION

- 6.1. This Agreement shall become effective upon signing of this Agreement by both parties and shall remain in effect until final acceptance of the Project and payment by the County of all moneys due from the County to the City, subject to the following.
- 6.2. In the event the City is unable to complete the Project:
 - 6.2.1. All direct and indirect phasing-out costs shall be paid by the City.
 - 6.2.2. The City shall reimburse the County for all County contributions related to the design and construction of any portion of the Project within the City.
 - 6.2.3. The County shall be released from any obligation to provide further contributions and assistance pursuant to this Agreement and this Agreement shall terminate.

7. LIABILITY

- 7.1. 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 this Agreement.

8. DISPUTE RESOLUTION

- 8.1. In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally at the staff level. If staff are unable to resolve the matter informally within 30 days, the matter shall be submitted to the City Public Works Director and County Road Services Division Director for joint resolution.

- 8.2. If the dispute involves a claimed breach of this Agreement and the City Public Works Director and the County Road Services Division Director are unable to resolve the matter, the party claiming breach may bring suit against the other party in the King County Superior Court.
- 8.3. The parties may also agree to an alternative dispute resolution process.

9. OTHER PROVISIONS

- 9.1. 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 be employees of the County.
- 9.2. 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.
- 9.3. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.4. The parties shall retain ownership and usual maintenance responsibility for the signal system and other property within their respective jurisdictions.
- 9.5. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 9.6. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 9.7. This Agreement may be amended only by an instrument in writing, duly executed by both parties.
- 9.8. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

10. AUDITS AND INSPECTIONS

- 10.1. 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.

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

CITY OF AUBURN

KING COUNTY

Mayor

King County Executive

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Deputy Prosecuting Attorney

Exhibit A

Auburn Intelligent Transportation System (ITS) Project Description

Project Summary

The Auburn ITS Project is a joint project with the City of Auburn, King County, the Washington State Department of Transportation (WSDOT), and the Muckleshoot Indian Tribe. It will look at planning, designing and constructing ITS elements along arterials of regional significance in the Auburn area. The key concept of this project will be to develop an integrated system. This system will provide for the sharing of information, hardware, and/or staff in such a manner that transportation networks passing through multiple jurisdictions are treated as a seamless entity. Integration not only benefits the users of these systems but can also provide economics in the installation, operation, and maintenance of ITS systems.

General Description

Advance Traffic Management System (ATMS) work elements for the project will consist of interconnect, cameras, "Center to Center" communications between King County's Traffic Control Center (TCC) and Auburn's Traffic Management Center (TMC), communications with the County's "My Commute" web page, integrated software, coordination of traffic signals, and traffic data/detection stations. The work will include equipment for Auburn, King County and WSDOT and will focus on the more important element, that of the development of an integrated system.

Work Description

Planning

Auburn ITS Strategic Plan

1. Evaluate the current signal system infrastructure; determine location for the Auburn TMC; determine signal control, communications and system software needs; prepare scope of work and cost estimates for design and construction.

Design and Construction

1. Install signal control equipment, detection/data collection equipment, communication systems and interconnect along the Auburn Way S and S 277th St corridors.
2. Connect the City signal system to the Auburn Way S and S 277th St corridor systems.
3. Connect the City signal system to the City's TMC at City's Operation and Maintenance facility.

4. Seek additional funding for transit improvements consisting of transit signal priority at three locations to be determined during the planning and preliminary design.
5. Purchase, install and make operational the ICONS central signal system software that will run the Auburn signal system and have communication capabilities between Auburn's TMC, King County's TCC, and WSDOT's TSMC.
6. Install video cameras along Auburn Way S and S 277th St.
7. Develop signal synchronization plans along the Auburn Way S and S 277th St corridors.

Exhibit B

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**Auburn ITS Project
Distribution of County Funds**

Summary

King County Ordinance 14517 makes provisions for the County to participate with the City of Auburn in the Auburn ITS project. The project is anticipated to start in 2003 with completion scheduled in 2004. Funds for the project will be distributed in the years 2003 and 2004. These funds will be distributed consistent with those activities occurring in each year. See the table below.

Table 1 – Activities & Distribution by Year

2003	2004
September – December • ITS Plan and Design	January – December • Auburn Way S • Signal Software • South 277th
Preliminary Planning and Design \$50,000	Design and Construction \$450,000