

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MUKILTEO**

THIS INTERAGENCY AGREEMENT NO. K589 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WSDOT" and the City of Mukilteo, hereinafter referred to as "COM."

1 RECITALS

- A. WHEREAS, WSDOT has fiber optic cable and conduit at along SR 525 in Mukilteo can provide 2 strands dark fiber from Harbour Point Blvd to 2 locations near SR 525.
- B. WHEREAS, WSDOT has the fiber optic cable, personnel, and expertise to install, operate, and maintain fiber optic cable;
- C. WHEREAS, WSDOT has a contract with a qualified Vendor to install fiber optic;
- D. WHEREAS, COM has need for dark fiber connection from their City Hall location to the Community Center and Police Department facility in Mukilteo.
- E. WHEREAS, it is in the interest of COM and WSDOT to enter into this Agreement and COM and WSDOT are authorized to enter into this Agreement pursuant to RCW 39.34.030.
- F. WHEREAS, Maintenance costs of fiber to be shared by COM and WSDOT are to include damage/repair of conduit, locate fees, pull boxes, vaults, any other equipment intended for fiber connectivity in the right of way, future pole transfers, any undergrounding of utilities by municipalities in which COM and WSDOT own/use fiber, utility fees, permit fees or miscellaneous expenses related to maintenance of fiber on poles, in conduit or in pull boxes and vaults.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

2 PURPOSE

It is the purpose of this Agreement to share fiber strands as specified below in the Statement of Work.

3 STATEMENT OF WORK

- A. WSDOT and COM mutually agree:
 - (1) The Parties shall work cooperative to resolve problems or issues arising under this Agreement in a timely manner
- B. WSDOT agrees to:
 - (1) Install fiber within the City of Mukilteo in 3 segments, Mukilteo Police Station (\$12,162.00), Mukilteo Community Center (\$22,265.00), and Mukilteo City Hall (\$53,261.00) for a total of \$87,688 plus tax per attached quote in Exhibit B. This will provide the city with 2 strands single mode fiber from City Hall to the police station and 2 strands single mode fiber from City Hall to the Community Center in Mukilteo.

(2) Maintain and repair the fiber optic cable as needed and per Section 4 Maintenance and Repair.

C. COM agrees to:

(1) Provide WSDOT with a lump sum reimbursement of approximately \$87,688 + tax and 15% administration fee, any pole rental agreement / attachment fees with Snohomish PUD as well as pole transfer fees.

4 MAINTENANCE AND REPAIR

Fiber installed and maintained by WSDOT will be kept and maintained in a safe manner and in good order and repair. WSDOT will notify COM within five (5) business days for any scheduled maintenance and/or repairs. For emergency repairs, WSDOT will inform COM as soon as possible of any emergency work performed, and will provide all relevant information such as, but not limited to, the nature of the emergency, the locations where repairs were performed, and whether continuing work is required. Repair costs will be based on total cost of repair split between strands / user (as identified in Section 3.B) plus WSDOT 15% administration fee.

5 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 3 Statement of Work will require a written amendment to this Agreement as specified in Section 14 Agreement Alterations and Amendments.

6 OWNERSHIP OF IMPROVEMENTS

WSDOT shall own the Fiber. Should WSDOT abandon the fiber, ownership of the fiber strands as identified in Section 2 Subsection B number (2) shall revert to COM. Any such abandonment shall be agreed upon in writing by both parties.

7 PERIOD OF PERFORMANCE

The initial period of performance shall be twenty (20) years, commencing upon the last signature date and every three (3) years a performance update will be submitted. The performance update is a mutually cooperative effort by both WSDOT and the City of Mukilteo. The performance update shall contain the current contact information for all parties associated with this contract, all outage issues and the response to outages. The total term of this Agreement shall not exceed twenty (20) years.

8 OVERHEAD / INDIRECT / ADMINISTRATIVE FEES

Unless otherwise indicated in this Agreement, there will be no other overhead, indirect or administrative fees assessed for this Agreement by either party. There will be no further compensation between WSDOT and COM, unless otherwise agreed to in writing and amended per the terms of Section 14 Agreement Alterations and Amendments.

9 BILLING PROCEDURE

WSDOT shall invoice COM for the installation and maintenance payment under this Agreement. COM shall remit payment to WSDOT. Payments must be made to WSDOT within 30 days of receipt of the invoice.

In no event will the total amount of the initial investment and monthly payments exceed the value of this Agreement without the parties mutually agreeing to amend this Agreement

Invoices shall reference the WSDOT contract number and be forwarded to the Invoicing contact identified in Exhibit A.

10 FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to completion of the work in the Agreement, the Agency may:

- (1) Terminate this Agreement with five (5) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- (2) Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- (3) Pursue such other alternative as the parties mutually agree to in writing.

11 CONTRACT COMPLIANCE

At no time will COM cause WSDOT to be in breach of any contract in connection with the Fiber. Should such a breach occur, COM will be responsible for reimbursing WSDOT for all costs and damages associated with resolving any breach, including reasonable attorney's fees and costs.

12 RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the work described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

13 INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

14 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

15 TERMINATION

15.1 Termination for Convenience

Either party may terminate this Agreement upon ninety (90) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Should termination be within the initial three year term, all unamortized costs incurred as part of any fiber installation prior to the termination effective date will be reimbursed to WSDOT by COM.

15.2 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

16 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

17 GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;
- (2) Statement of work; and
- (3) Any other provisions of the Agreement, including materials incorporated by reference.

18 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

19 WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

20 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

21 CONTRACT MANAGEMENT.

21.1 Contact Information

All contact information for the management of this agreement shall be identified in Exhibit A, attached hereto and by this reference made a part hereof. Attachment A may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Attachment A shall state the effective date of said update.

21.2 Contract Managers

The Contract Managers for both WSDOT and COM, identified in Exhibit A shall be the primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and COM.

21.3 Project Managers

The WSDOT Project Manager identified in Exhibit A shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the COM Project Manager for any interagency technical communications and/or coordination necessary with this Agreement.

The COM Project Manager identified in Exhibit A shall be lead for COM on all technical and troubleshooting issues regarding the performance of this Agreement. COM Project Manager shall be responsible for facilitating with the WSDOT Project Manager any interagency technical communications and/or coordination necessary with this Agreement.

22 GENERAL

A. Exhibits and Attachments.

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

B. Agreement Execution.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement

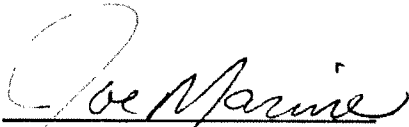
23 ALL WRITINGS CONTAINED HEREIN.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

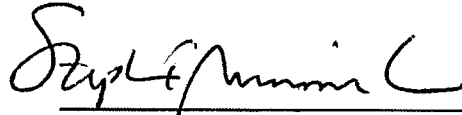
IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Mukilteo
City of Mukilteo

State of Washington
Department of Transportation



Joe Marine, Mayor



Stephen T. Reinmuth, Chief of Staff

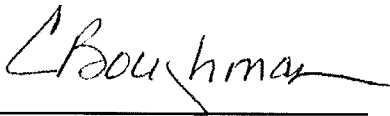
1.30.12

Date

2/23/12

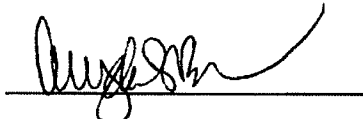
Date

ATTEST/AUTHENTICATED:



Christina J. Boughman, City Clerk

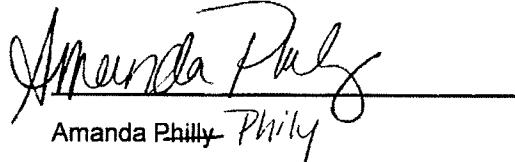
APPROVAL AS TO FORM:



Angela S. Belbeck

Office of the City Attorney

APPROVAL AS TO FORM:



Amanda Philly
Assistant Attorney General

Interagency Agreement Contact Information

WSDOT Contract Number: K589

City of Mukilteo Contract Number:

Effective Date: Date of last signature of either party to this Agreement

Washington State Department of Transportation

Only the Contract Signature Authority 1 and 2 identified below are authorized to bind WSDOT.

| | |
|--|---|
| Contract Signature Authority 1: (under \$250,000 and single year) | Grant Rodeheaver, Director Office of Information Technology PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 rodeheg@wsdot.wa.gov |
| Contract Signature Authority 2: (over \$250,000 or multi-year) | Stephen T Reinmuth, Chief of Staff PO Box 47316 Olympia, WA 98504 (360) 705-7027 reinmus@wsdot.wa.gov |
| Contract / Project Manager: | Randy Baker, Network Services Manager Office of Information Technology PO Box 47430 Olympia, WA 98504-7430 (360) 705-7787 bakerra@wsdot.wa.gov |
| Technical Contact: | Todd Turner, Network Operations Supervisor Office of Information Technology PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov |
| Contract Administrator: | Carol Kirsch, Contracts Administrator Administrative Services Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7595 kirschc@wsdot.wa.gov |

Department of Information Services

| | |
|---|--|
| Contract Signature Authority 1: | Joe Hannan, City Administrator City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 425.263.8001 jhannan@ci.mukilteo.wa.us |
| Contract Manager: | Scott James, Finance Director Finance Department City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 425.263.8030 sjames@ci.mukilteo.wa.us |
| Technical Lead: | Dave Varga, IT Manager Information Technology City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 425.263.8037 dvarga@ci.mukilteo.wa.us |
| Local Contact: | Dave Varga, IT Manager Information Technology City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 425.263.8037 dvarga@ci.mukilteo.wa.us |
| Contract Administrator: | Scott James, Finance Director Finance Department City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 425.263.8030 sjames@ci.mukilteo.wa.us |
| Invoicing (DOR submittal address per Section 9) | Dave Varga, IT Manager Information Technology City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 425.263.8037 dvarga@ci.mukilteo.wa.us |



417 101st Ave SW - Olympia WA 98512
 (360) 705-0511 - (360) 754-1537 fax
 admin.wiseman@comcast.net

Job Location: Mukilteo Police Station

Scope of Work: Install 1 each 2 inch conduit at SR 525 (Mukilteo Speedway) from WSDOT fiber vault to pole line west on Harbour Pointe Blvd (approximately 10 feet). Attach to 7 Snohomish PUD poles, down last pole before 48th Ave in existing conduit through pull box to police station.

Restore all grounds. Conduit work: 2 inch conduit approximately 10 feet, 1 riser. Fiber installation - 12 strand fiber. Pole attachment length 1200 feet, in existing conduit 750 feet, new conduit 10 feet, slack loops 500 feet for a total of 2460 feet. Splice and terminate 4 strands in vault, police station 19 inch rack mount, back to city hall server room.

Total **\$12,162.00**

Job Location: SR 525, 76th ST SW, 44th Ave W & 78th St SW, Mukilteo, WA

Job Location: Lincoln Ave & 5th St., Mukilteo, WA

Scope of Work Community Center: Install fiber from WSDOT splice case at SR525 & 5th Ave along 5th Ave to community center/fire station. Overlash 3 poles, 2 new poles, (1) 2" riser, (1) 2" conduit (approx. 50'), pull box, intercept existing 4" conduit and pull fiber into center. Overlash from splice case 2 spans/3 poles, then North at fire station for 2 poles, new riser down and conduit from pole to 4" conduit that must be intercepted near the power transformer and into facility.

Conduit work: 2" conduit approx. 250', 1 riser. Fiber work: 250' into facility from pole, 680' overlash, 350' new pole attachment, total footage 1500'. Aerial lash 1030' of 12ct fiber and 350' of 1/4" strand. Total fiber installation approx. 1500' (12 strand fiber). Splice and terminate 6 strands in the community center and 2 strands in the aerial splice case. Note: The existing Coyote Runt ports may be full, if 3 ports are used a new Coyote PUP will be needed.

Total **\$ 22,265.00**

Job Location: Harbour Point Blvd SW & Cyprus Way, Mukilteo, WA



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 admin.wiseman@comcast.net

Scope of Work City Hall: Install 1 each 2" conduit at SR525 (Mukilteo Speedway) from WSDOT fiber vault to pole line East on Harbour Pointe Blvd (approx. 250'). Attach to 4 Snohomish PUD poles, down last pole before Cyrus Way and install 2 each 2" conduit to signal pull box (approx. 50'). Use existing signal conduits under Harbour Point Blvd and under Cyrus Way. New 2" conduit from pull box in front of building to signal pull box at intersection (approx. 50'). Restore all grounds. Place one span (296') of strand across Cyrus Way to the next pole South in order to guy the run. Conduit work: 2" conduit approximately 350', 2 risers. Aerial lash 725' of 24ct fiber and 1021' of 1/4" strand. Place 8500' of fiber in existing conduit. Total fiber installation approx. 10,000 ft. (24 strand fiber). Splice and terminate 6 strands in signal cabinet and city hall server room.

Total **\$ 53,261.00**

Excludes: WSST (3114 Mukilteo 9.5%)

Prevailing Wage Classifications for Snohomish County:

Effective date 10/21/11

- Telephone Line Construction – Outside
- Flagger \$33.93 per hour
- Telecommunications Technicians Journey Level \$22.38 per hour
- Hole Digger/Ground Person \$18.72 per hour
- Telephone Equipment Operator (Heavy) \$34.21 per hour
- Telephone Equipment Operator (Light) \$31.81 per hour
- Television Ground Person \$18.16 per hour
- Television Lineperson/Installer \$24.09 per hour

Subcontractor Information:



417 101st Ave SW - Olympia WA 98512
(360) 705-0511 - (360) 754-1537 fax
admin.wiseman@comcast.net

Name: Lane Communications
L&I #: 994,728-00
UBI #: 602038727
Employ Sec # 118976 00 9
Contractor # LANECI*001MP

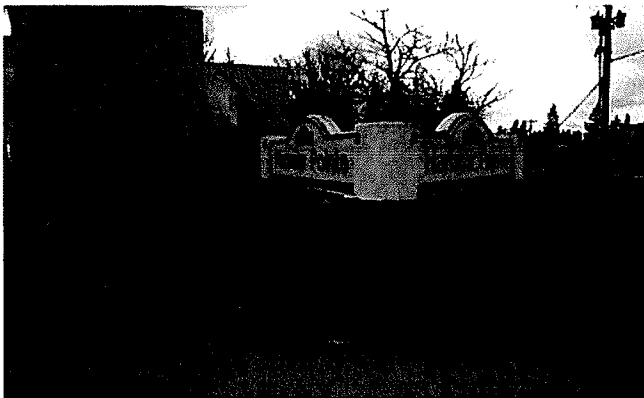
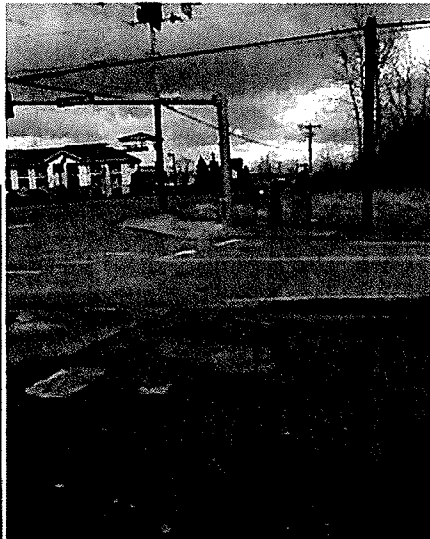
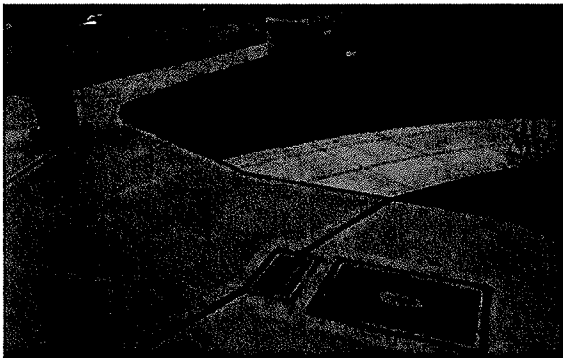
Name: INSI
UBI # 600 638 285
L&I # 545,945-00
Employ Sec # 622 584 001
Contractor's License # INTRANS994JL

City of Mukilteo Fiber Installations

City Hall:

Install 1 each 2 inch conduit at SR 525 (Mukilteo Speedway) from WSDOT fiber vault to pole line east on Harbour Pointe Blvd (approximately 250 feet). Attach to 4 Snohomish PUD poles, down last pole before Cyrus Way and install 1 each 2 inch conduit to signal pull box (approximately 50 feet). Use existing signal conduits under Harbour Point Blvd and under Cyrus Way. New 2 inch conduit from pull box in front of building to signal pull box at intersection (approximately 50 feet). Restore all grounds.

- Conduit work: 2 inch conduit approximately 350 feet, 2 risers.
- Fiber installation approximately 1500 feet (24 strand fiber)
- Splice and terminate 6 strands in signal cabinet and city hall server room.





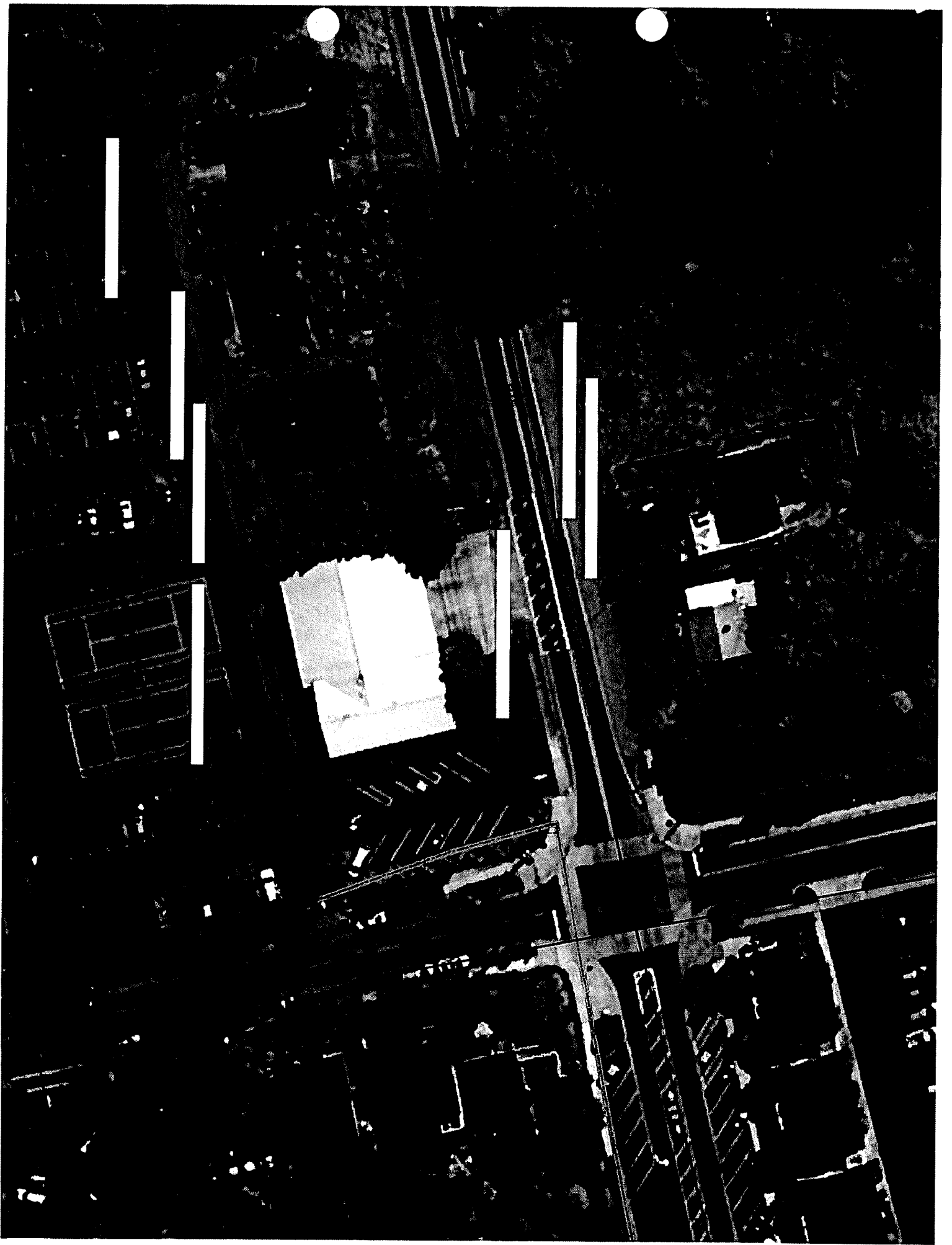
Community Center:

Install fiber from WSDOT splice case at SR 525 & 5th ave along 5th ave to Community Center / Fire Station. Over lash 3 poles, 2 new poles 1 2 inch riser 1 2 inch conduit approximately 50 feet, pull box, intercept existing 4 inch conduit pull fiber into Center.

Over lash from splice case 2 spans / 3 poles, then north at fire station for 2 poles, new riser down and conduit from pole to 4 inch conduit that must be intercepted near the power transformer and into facility.

- Conduit work: 2 inch conduit approximately 50 feet, 1 riser
- Fiber Work: 250 feet into facility from pole, 680 ft over lash, 350 feet new pole attachment, total footage 1500 feet.





City of Mukilteo

Fiber Installations

Police Station:

Install 1 each 2 inch conduit at SR 525 (Mukilteo Speedway) from WSDOT fiber vault to pole line west on Harbour Pointe Blvd (approximately 10 feet). Attach to 7 Snohomish PUD poles, down last pole before 48th ave in existing conduit through pull box to police station. Restore all grounds.

- Conduit work: 2 inch conduit approximately 10 feet, 1 riser.
- Fiber installation - 12 strand fiber
- Pole attachment length 1200 feet, in existing conduit 750 feet, new conduit 10 feet, slack loops 500 feet for a total of 2460 feet.
- Splice and terminate 4 strands in vault, police station 19 inch rack mount, back to city hall server room.

