

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION
AND
CITY OF TACOMA

THIS INTERAGENCY AGREEMENT is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WSDOT," and the CITY OF TACOMA, hereinafter referred to as the "City."

RECITALS

- A. WHEREAS, WSDOT has fiber optic cable, personnel, and expertise to install, operate, and maintain fiber optic cable and has excess strands available to allow the City to use for the next five (5) years for specified City purposes:
- B. WHEREAS, the City of Tacoma has identified a need to use two strands of WSDOT owned fiber optic cable already installed from Cushman Tower to Tacoma Management Center.
- C. WHEREAS, it is in the interest of City and WSDOT to enter into this Agreement and the City and WSDOT are authorized to enter into this Agreement pursuant to RCW 39.34.030.

1 AGREEMENT

THEREFORE, IT IS MUTUALLY AGREED THAT:

PURPOSE

It is the purpose of this Agreement to provide the City of Tacoma with the use of two (2) fiber optic cable strands for the purpose of emergency and disaster management.

2 STATEMENT OF WORK

- 2.1 WSDOT and the City mutually agree the Parties shall work cooperative to resolve problems or issues arising under this Agreement in a timely manner.

- 2.2 WSDOT agrees to:

2.2.1 Provide the City with the use of two (2) strands of WSDOT owned fiber optic cable from Cushman Tower located 1453 Ernest S. Brazil Street; Tacoma, WA 98405 to the Tacoma Management Center located on 2502 112th East; Tacoma, WA 98445 for the purpose of emergency and disaster management. Strands shall be documented on **Exhibit C**, hereinafter incorporated by this reference, and hereinafter referred to as **Fiber Strands**.

2.2.2 Maintain and repair the Fiber Strands as needed and per Section 2.4 Maintenance and Repair.

- 2.3 The City agrees to:

2.3.1 Only use the Fiber Strands for the purpose stated above in Section 1.1 Purpose and shall not use or furnish the Fiber Strands to any other entity for the purpose of generating revenue.

2.3.2 Provide WSDOT with a lump sum payment in the amount of \$50,000 to be paid after the effective date of this Agreement to compensate WSDOT for the City's use of the Fiber Strands.

2.4 Maintenance and Repair

2.4.1 WSDOT will maintain, repair and keep the Fiber Strands in a safe manner and in good order and repair for all fiber within the State's Right of Way as indicated in green on **Exhibit C**.

WSDOT shall notify the City at least five (5) business days in advance for any scheduled maintenance.

2.4.2 The City will maintain, repair and keep all fiber located within the City Right of Way, as indicated in red on Exhibit C, in a safe manner and in good order and repair for all fiber within the City of Tacoma's Right of Way as indicated in red on **Exhibit C**.

The City shall notify WSDOT at least five (5) business days in advance for any scheduled maintenance of the fiber located within the City Right of Way, as indicated in red on Exhibit C.

3 OWNERSHIP OF IMPROVEMENTS

3.1 WSDOT shall own the Fiber.

3.2 Should WSDOT abandon the Fiber Strands located in the City Right of Way, ownership of the Fiber Strands located within the City Right of Way shall become the property of the City. Any such abandonment shall occur either (a) upon not less than thirty (30) days of WSDOT's written notice to the City that it is abandoning said Fiber Strands; or (b) upon not less agreed upon in writing by both parties.

4 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 2. Statement of Work will require a written amendment to this Agreement as specified in Section 12. Agreement Alterations and Amendments.

5 PERIOD OF PERFORMANCE

The initial period of performance shall be five (5) years, commencing upon September 1, 2009 regardless of the date of execution. This Agreement's term may be extended by one (1) additional five (5) year term by mutual written agreement of the parties. The total term of this Agreement shall not exceed ten (10) years.

6 OVERHEAD / INDIRECT / ADMINISTRATIVE FEES

Unless otherwise indicated in this Agreement, there will be no overhead, indirect or administrative fees assessed for this Agreement by either party.

7 PAYMENT

The City shall reimburse WSDOT a lump sum in the amount of fifty thousand dollars (\$50,000) for the initial investment, ongoing maintenance costs and the performance of all things necessary for, or incidental to the work to be performed by WSDOT as set forth in the Statement of Work.

There will be no further compensation between WSDOT and the City, unless otherwise agreed to in writing and amended per the terms of Section 12. Agreement Alterations and Amendments.

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8 ANNUAL PERFORMANCE REVIEW

Both agencies agree to an annual performance review of the Agreement on or about August 1 of each year for which this Agreement is in effect. These reviews shall be documented in substantially the same form as the Interagency Performance Report, attached hereto as Exhibit B. Any changes or alterations as a result of this review shall be executed in accordance with Section 12 Agreement Alterations and Amendments of this agreement. One (1) original countersigned copy of the Annual Performance Review by both agencies shall be sent to each the WSDOT Contract Administrator and City of Tacoma Contract Administrator for the official file.

9 CONTRACT COMPLIANCE

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

10 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.

11 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.

12 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.

13 TERMINATION

13.1 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 five

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(5) year term, all unamortized costs incurred as part of any fiber maintenance or additional work prior to the termination effective date will be reimbursed to WSDOT by City

13.2 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 fifteen (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.

14 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.

15 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:

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

16 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. Provided, that WSDOT is authorized to contract with third parties to perform the maintenance work WSDOT has agreed to perform in this Agreement.

17 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. 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.

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18 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.

19 CONTRACT MANAGEMENT

19.1 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 and to the Contract Administrators. Any update to Attachment A shall state the effective date of said update.

19.2 Contract Managers

The Contract Managers for both WSDOT and City 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 CITY.

19.3 Project Managers

19.3.1 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 City Project Manager on any interagency technical communications and/or coordination necessary regarding the business associated with this Agreement.

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

20 GENERAL

20.1 Exhibits and Attachments.

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

20.2 Agreement Execution.

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

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21 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 Tacoma

State of Washington

Department of Transportation


Eric Anderson, City Manager


Bill Ford, Assistant Secretary
Administrative Operations

3/1/10
Date

12-9-09
Date


Rey Arellano, Deputy City Manager & CIO


Michelle Lewis-Hodges, IT Deputy Director


Robert K Biles, Finance Director


Debbie Dahlstrom, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Elizabeth Pauli, City Attorney


Patricia Nightingale, Assistant Attorney General

12/15/09
Date

December 8, 2009
Date


Doris Sorum, City Clerk, ACTING

EXHIBIT A

Interagency Agreement Contact Information

WSDOT Contract Number: K190

City Contract Number:

Effective Date: 3/2/10

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 \$100,000 and single year)	Grant Rodeheaver, Director Office of Information Technology P.O. Box 47430 Tumwater, WA 98504-7430 (360) 705-7601 rodeheg@WSDOT.wa.gov
Contract Signature Authority 2: (over \$100,000 or multi-year)	Bill Ford, Assistant Secretary Administrative Operations P.O. Box 47400 Olympia, WA 98504-7400 (360) 705-7501 fordb@WSDOT.wa.gov
Contract Manager:	Steve Kim, Region Traffic Engineer Olympic Region Traffic P.O. Box 47440 Tumwater, WA 98504-7440 (360) 705-7787 KimS@WSDOT.wa.gov
Project Manager:	Tony Leingang, Freeway Operations Engineer Olympic Region Freeway Operations 2502 112nd St. E. Tacoma, WA 98445-5104 (253) 536-6020 LeingaA@wsdot.wa.gov
Contract Administrator:	Jaylene Barry, C.P.M., CPPB Administrative Services Contracts Office P.O. Box 47408 Olympia, WA 98504-7408 (360) 705-7547 barryja@wsdot.wa.gov

Invoicing	<p>Office of Information Technology Attn: Invoice Processing Business Unit 7345 Linderson Way S.W. P.O. Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 WSDOTOITVendorPayments@WSDOT.wa.gov The preferred method of submittal shall be electronic to the email address above.</p>
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City of Tacoma

Contract Signature Authority 1:	Eric Anderson, City Manager City of Tacoma 747 Market Street, Rm 1200 Tacoma, WA 98402 (253) 573-2500 Eric.Anderson@ci.tacoma.wa.us
Contract Signature Authority 2:	Rey Arellano, Deputy City Manager & CIO City of Tacoma 747 Market Street, Rm 1200 Tacoma, WA 98402 (253) 573-2500 Rey.Arellano@cityoftacoma.org
Contract Manager:	Steve Taylor City of Tacoma 733 Market Street, Rm 31 Tacoma, WA 98402 (253) 404-3791 STaylor2@cityoftacoma.org
Project Manager:	Rob Totten City of Tacoma 3639 S. Pine Street, Room F125B Tacoma, WA 98409 (253) 591-547-87 Robert.totten@cityoftacoma.org
Contract Administrator & Invoicing:	Jacque Robinson City of Tacoma 733 Market Street, Rm 31 Tacoma, WA 98402 (253) 404-3791 jacque.robinson@cityoftacoma.org
HR/Risk Management:	Debbie Dahlstrom, Risk Manager City of Tacoma 747 Market Street, Rm 1420 Tacoma, WA 98402 (253) 591-5443 DDalstro@ci.tacoma.wa.us
Legal Department: APPROVED AS TO FORM AND LEGALITY:	Elizabeth Pauli, City Attorney City of Tacoma 747 Market Street, Rm 1120 Tacoma, WA 98402 (253) 591-5627 EPauli@ci.tacoma.wa.us
Emergency Contact:	Network Transport (253) 502-2244

ORIGINAL

Interagency Performance Report

Agency Name

Contract
Number

WSDOT
Administration/Division/Office

City of Tacoma

WSDOT – K190

Olympic Region

Intelligent Transportation Systems

Contract Obligation Description

Frequency

WSDOT
Responsibility?

COT Responsibility?

- K190

8. Fiber Strands			
	WSDOT Strand Count	DNR Strand Count	Total Strand Count in Conduit
Baseline			
New Baseline			
9. Are there any changes or comments?			
10. Overall contract performance has been (1 = Poor, 3 = Satisfactory, and 5 = Outstanding):			
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5
11. Please elaborate on any areas rated 2 or less. (Attach additional sheets as necessary)			
<div>Additional Review Periods Required?</div> <div>Yes <input type="checkbox"/> No <input type="checkbox"/></div>			
<div>If yes, indicate new frequency</div>		<div>Permanent Review Frequency Change?</div> <div>Yes <input type="checkbox"/> No <input type="checkbox"/></div>	
WSDOT Contract Manager		DNR Contract Manager	
Signature		Signature	
Date		Date	

Submit completed Vendor Performance Report to the Contract Administrator below.

Name/Title:	Jaylene Barry		
Phone:	360-705-7547	Email:	barryja@wsdot.wa.gov
Fax:	360-705-6842		

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Cushman Building
1463 Ernest S. Brazill
Tacoma, Wa. 98405

City of Tacoma, Washington

70th Fiber Path - Pale Attached
Fiber Path - in Conduit

Matching see page 2

Official



RESOLUTION NO. 3798

A RESOLUTION relating to radio infrastructure equipment; authorizing the execution of an interagency agreement with the Washington State Department of Transportation ("WSDOT"), in the amount of \$50,000, budgeted from the General Fund, to provide the City with the use of two WSDOT fiber-optic cable strands, including ongoing maintenance, at a onetime cost of \$50,000, for the purpose of emergency and disaster management.

WHEREAS the City has the need to connect its radio infrastructure equipment, located within Washington State Patrol's ("WSP") District One facility with the City's existing radio network, located in Tacoma, and

WHEREAS the Washington State Department of Transportation ("WSDOT") and the Tacoma Management Control Center, co-located with WSP, has existing fiber-optic cable between WSDOT and the City that can be used for this purpose, and

WHEREAS the City and WSDOT wish to enter into a series of two renewable five-year agreements for the use of WSDOT's fiber, of which some modification of the existing fiber is necessary, and

WHEREAS, to offset this cost, the City will pay WSDOT a onetime amount of \$50,000, and

WHEREAS, to cover the City's payment, the City will receive that same amount from the 2007 Public Safety Interoperable Communications grant under a separate agreement with Pierce County, and

WHEREAS, on January 28, 2010, this was presented to the Public Safety, Human Services, and Education Committee, which gave it a "do pass";
Now, Therefore,



BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an interagency agreement with the Washington State Department of Transportation ("WSDOT"), in the amount of \$50,000, budgeted from the General Fund, to provide the City with the use of two WSDOT fiber-optic cable strands, including ongoing maintenance, at a onetime cost of \$50,000, for the purpose of emergency and disaster management, said document to be substantially in the form of the proposed interagency agreement on file in the office of the City Clerk.

Adopted **FEB 16 2010**

Mayor

Attest:

City Clerk

Approved as to form:



Deputy City Attorney

35



REQUEST FOR ~~RECEIVED~~

☐ ORDINANCE ☒ RESOLUTION

Request #:

12515

Ord./Res. #:

37987

JAN 29 2010

1. DATE: January 29, 2010

2. SPONSORED BY: COUNCIL MEMBER(S) N/A (If no sponsor, enter "N/A")

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM Information Technology	4a. CONTACT (for questions): Steve Taylor	PHONE: 253-404-3790
3b. "DO PASS" FROM PSHS&E Committee <input checked="" type="checkbox"/> Yes Scheduled: Jan 28, 2010 <input type="checkbox"/> No <input type="checkbox"/> To Committee as information only <input type="checkbox"/> Did not go before a Committee	4b. Person Presenting: Steve Taylor	PHONE: 253-404-3790
3c. DID THIS ITEM GO BEFORE THE PUBLIC UTILITY BOARD? <input type="checkbox"/> Yes, on [Date] <input checked="" type="checkbox"/> Not required	4c. ATTORNEY: Martha Lantz	PHONE: 253-591-5633
 Department Director/Utility Division	 Budget Officer/Finance Director	 City Manager/Director Utilities

5. REQUESTED COUNCIL DATE: February 16, 2010

(If a specific council meeting date is required, explain why; i.e., grant application deadline, contract expiration date, required contract execution date, public notice or hearing required, etc.)

This is the preferred date due to coordination with approval action by other State agencies

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Authorizing an Interagency Agreement between the State of Washington Department of Transportation (WSDOT) and City of Tacoma to provide the City of Tacoma with the use of two (2) WSDOT fiber optic cable strands, including ongoing maintenance, at a onetime cost of \$50,000 for the purpose of emergency and disaster management.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

The City of Tacoma has the need to connect its radio infrastructure equipment located in the Washington State Patrol District One (WSP) facility with the City's existing radio network located in Tacoma. WSDOT and Tacoma Management Control Center, co-located with WSP, has existing fiber optic cable between WSDOT and Tacoma that can be used for this purpose. Tacoma and WSDOT wish to enter into a series of 2 renewable 5-year agreements for the use of the WSDOT fiber. Some modification of the existing WSDOT fiber is necessary. To offset this cost the City will pay WSDOT a onetime amount of \$50,000. To cover the City's payment, the City will receive that same amount from the 2007 Public Safety Interoperable Communications grant under a separate agreement with Pierce County.

REQUEST (CONT)

CITY CLERK USE ONLY

Request #:

12515

Ord/Res #:

3708

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Interagency Agreement Between The State of Washington Department of Transportation and City of Tacoma	City Clerk's Office

9. WHICH OF THE CITY'S STRATEGIC GOALS DOES THIS ITEM SUPPORT? (CHECK THE GOAL THAT BEST APPLIES)

- A. ☒ A SAFE, CLEAN AND ATTRACTIVE COMMUNITY
B. ☐ A DIVERSE, PRODUCTIVE AND SUSTAINABLE ECONOMY
C. ☐ A HIGH-PERFORMING, OPEN AND ENGAGED GOVERNMENT

10. IF THIS CONTRACT IS FOR AN AMOUNT OF \$200,000 OR LESS, EXPLAIN WHY IT NEEDS LEGISLATIVE APPROVAL:

Municipal Code dictates that Interagency Agreements must have Council approval.

11. FINANCIAL IMPACT: ☒ EXPENDITURE ☐ REVENUE

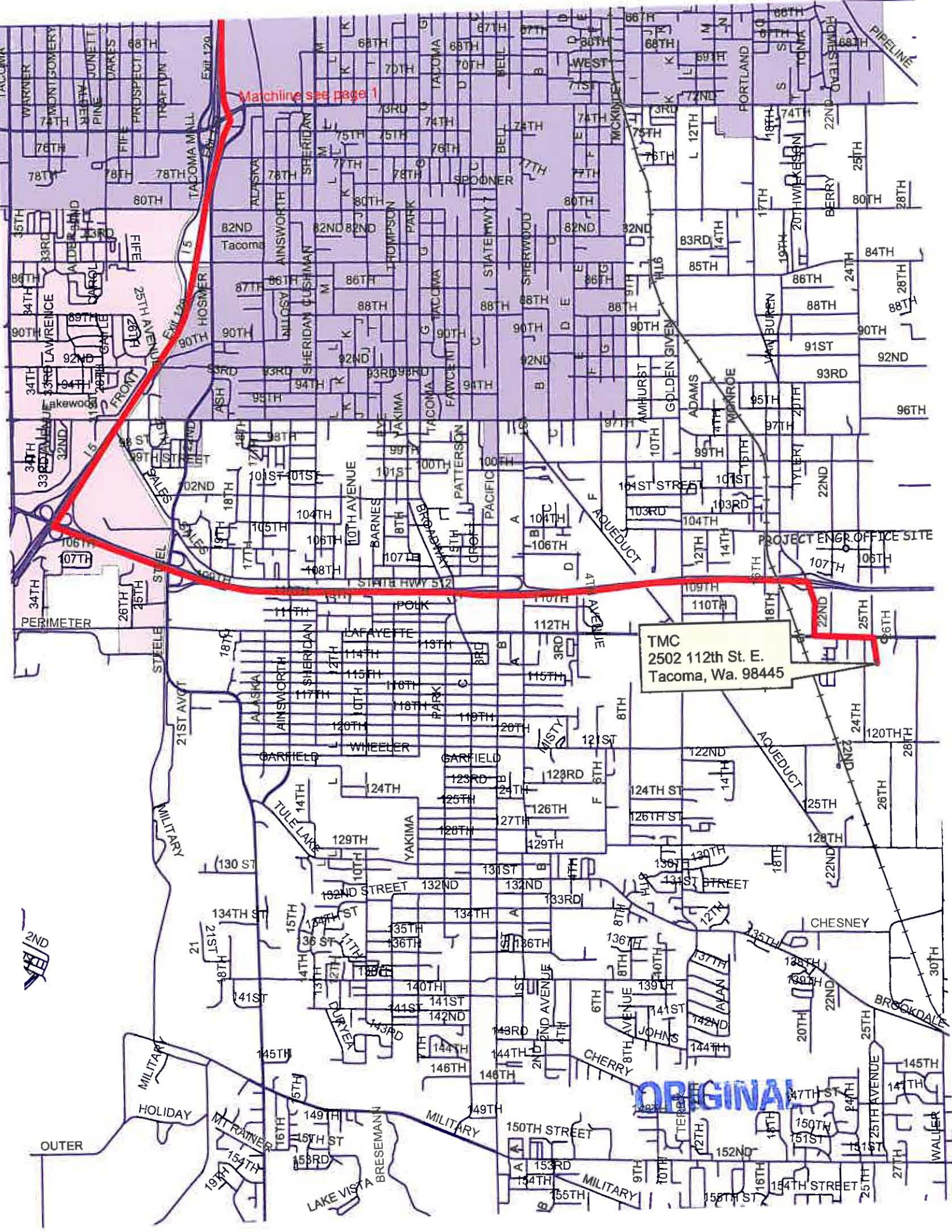
- A. ☐ NO IMPACT (NO FISCAL NOTE)
B. ☐ YES, OVER \$100,000, Fiscal Note Attached
C. ☒ YES, UNDER \$100,000, (NO FISCAL NOTE)

Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
0010 General Fund		\$50,000		\$50,000

If an expenditure, is it budgeted? ☐ Yes ☒ No Where? Cost Center: 822100
Acct #: 5210000



Marchline see page 1

TMC
2502 112th St. E.
Tacoma, Wa. 98445

PROJECT ENGR. OFFICE SITE

ORIGINAL