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**CITY OF KIRKLAND PUBLIC WORKS DEPARTMENT  
KING COUNTY DEPARTMENT OF TRANSPORTATION,  
ROAD SERVICES DIVISION  
MEMORANDUM OF AGREEMENT**

This memorandum of agreement (MOA) references an agreement between the City of Kirkland and King County on their partnership to construct the Northeast 124th Street Intelligent Transportation System (ITS). The ITS project includes interconnection of eleven traffic signals, installation of five cameras, and ability to monitor and operate the signals and cameras from the King County Traffic Control Center (KCTCC) along with a workstation at Kirkland City Hall (City Hall).

The signatures below acknowledge that the following agreement will be in place until a more formal agreement is deemed necessary, or until either party, or their designee, indicates in writing that this MOA will be terminated. This MOA clarifies the agreed upon responsibilities for the King County Road Services Division (County) and the City of Kirkland Public Works Department (City) regarding the workstation being installed at City Hall.

1. The City will assume responsibility for providing, installing, and maintaining the workstation (client PC) at City Hall. For the purposes of this MOA, the workstation shall include an operating system appropriate for the systems applications and up-to-date and current antivirus software. The City will also assume the responsibility for providing, installing and maintaining the data path and network equipment necessary to establish and support the INET connection to the workstation.
2. The workstation will be directly connected to the King County Traffic Isolated Network (KCTIN) that operates the traffic signals and cameras along the Northeast 124th Street ITS corridor. The KCTIN is isolated from all wide area (WAN) and local area networks. The City will ensure that its connection to the KCTIN is secured so that only the dedicated workstation runs on the isolated network.
3. The County will assume responsibility for the maintenance of the traffic control central system and camera control software programs on the City's workstation. The County will be responsible for maintaining the KCTIN to the City demarcation of the INET connection and for ensuring that it remains isolated from the County WAN. If the County is to link the KCTIN to another network, the City and the County shall work together to provide security for the KCTIN and City's workstation.
4. Each of the parties to this MOA shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that party's negligent acts or omissions in performing under this agreement. No party will be required to defend, indemnify or hold the other party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of the other

party. Where such claims, suits or actions result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the parties, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

5. This MOA contains the entire agreement of the parties. Any oral or written representations or understandings not included herein are excluded. This MOA may be amended at any time by written agreement of the authorized representatives of both parties.
6. This MOA will become effective upon signature by both parties and may be terminated at any time by either party on 30 days notice.



Brenda Cooper, CIO  
City of Kirkland



Linda Dougherty, Division Director  
King County Department of Transportation  
Road Services Division

12/17/07  
Date

12/19/07  
Date