



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 7/12/2011

**Report Type:** Consent

**Title:** Interagency Agreement: City-Regional Transit (RT) Fiber Optic Network Sharing

**Report ID:** 2011-00587

**Location:** Citywide

**Recommendation:** Adopt a Resolution authorizing the City Manager or designee to execute an Interagency Agreement between City and Sacramento Regional Transit District for sharing of the fiber optic network communication resource for an initial five year term with an option to extend the agreement for three additional five year terms.

**Contact:** Darin Arcolino, Information Technology Manager, (916) 808-8512, Xavier Covarrubias, Information Technology Supervisor, (916) 808-8512, Information Technology Department

**Presenter:** None

**Department:** Technology

**Division:** Technology Administration

**Dept ID:** 07001011

## **Attachments:**

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- 1-Description/Analysis
- 2-Resolution
- 3-Exhibit A - Contract.pdf

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### **City Attorney Review**

Approved as to Form  
Janeth D. San Pedro  
7/5/2011 9:02:58 AM

### **City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
6/28/2011 1:20:56 PM

## **Approvals/Acknowledgements**

Department Director or Designee: Gary Cook - 6/30/2011 10:50:30 AM

Assistant City Manager: Cassandra Jennings - 7/1/2011 11:29:21 AM



## Description/Analysis

**Issue:** The City of Sacramento currently maintains a fiber network within the Sacramento city limits. This proposed interagency agreement will allow Sacramento Regional Transit District (RT) to use approximately 5,400 lineal feet of the City's existing fiber conduit to install 144 strands or 259,200 feet of fiber optic cable to an RT facility at RT's sole expense. In exchange, the City will be given 144 strands or 259,200 feet of fiber optic cable for City use. This shared fiber cable will run from the intersection of Del Paso Blvd. and Globe Ave. to the intersection of Del Paso Blvd. and Arden way.

**Policy Considerations:** The interagency agreement provides for an initial term of five years, automatically renewable for three consecutive five-year terms. As part of the agreement, the City and RT will also mutually indemnify each other in case of negligent, intentional acts, or omissions caused by either party. Although there is no up-front cost to the City for entering into this agreement, staff is requesting Council authorization to proceed with the agreement.

**Environmental Considerations:** Approval of the interagency agreement is exempt under Section 15301 of the CEQA Guidelines which exempts the permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities. The City's existing fiber conduit has the capacity to house RT fiber strands. RT will obtain all the necessary and required permits to install the fiber strands.

**Sustainability:** N/A

**Commission/Committee Action:** N/A

**Rationale for Recommendation:** The City and RT acknowledge that sharing communications facilities benefits each party, and provides each party with improved access to information through their respective networks. Cooperation between the City and RT will minimize disruption to City streets and public rights of way, reduce/eliminate trenching costs, and contribute to the City's fiber infrastructure for traffic control and network connectivity.

**Financial Considerations:** There is no financial obligation to the City with this agreement. RT will fund all construction related costs.

**Emerging Small Business Development (ESBD):** N/A



**RESOLUTION NO.**

Adopted by the Sacramento City Council

**AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT FOR SHARING OF FIBER OPTIC COMMUNICATION NETWORK RESOURCE**

**BACKGROUND**

- A. The City owns a fiber optic conduit located along Del Paso Blvd. and Globe Ave. to Del Paso Blvd. and Arden Way for a total of 5,400 lineal feet of conduit.
- B. Sacramento Regional Transit (RT) desires to use the City’s conduit to install 144 strands of fiber optic cable to an RT facility. The proposed interagency agreement will allow RT to use the City’s existing fiber optic conduit. In exchange, the City will be given 144 strands of fiber optic cable for City’s use. Also, the City will be allowed to install one fiber optic cable from RT’s vault located at the northeast corner of 7<sup>th</sup> Street and I Street to the intersection of 7<sup>th</sup> Street and L Street.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. The City Manager or designee is hereby authorized to execute an interagency agreement with Sacramento Regional Transit, attached as Exhibit A, for sharing of the fiber optic communication network resource.

Exhibit A – Interagency Agreement



## MEMORANDUM OF UNDERSTANDING Conduit Sharing – Del Paso/Globe and Downtown

**THIS MEMORANDUM OF UNDERSTANDING** (the “Agreement”) is made as of \_\_\_\_\_, 2011 (“Effective Date”), by and between **CITY OF SACRAMENTO**, a charter municipal corporation (hereinafter “City”) and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation (hereinafter “RT”). This Agreement is made with reference to the following facts:

### RECITALS

**WHEREAS**, City and RT acknowledge that sharing communications facilities will benefit each party, and will provide each party with improved access to information through their respective networks; and

**WHEREAS**, cooperation between City and RT to install a shared fiber optic network will:

1. Minimize disruption to City streets and public rights-of-way;
2. Reduce or eliminate trenching cost substantially, through the joint construction and shared communication facilities and projects;
3. Contribute to RT’s high-speed interconnections among its Light Rail Control Center, Bus Dispatch Center, facilities and networks;
4. Contribute to City fiber infrastructure for traffic control, network connectivity, and communication among its various facilities; and

**WHEREAS**, City and RT each desire to allow the other party to use, improve, or connect certain facilities under the terms and the conditions contained in this Agreement; and

**WHEREAS**, City owns four 2” conduits (“Conduits A”) located at the communications vault located at the intersection of Del Paso Blvd and Globe Ave and continuing to the North West corner of Acoma Street and Del Paso Blvd. (approximately 5,400 linear feet of conduit) that are presently not used by City; and

**WHEREAS**, City owns two 3” conduits (“Conduits B”) running from the intersection of Del Paso Blvd and Grove Ave to the traffic island (pork chop) located at the intersection of Arden Blvd and Del Paso Blvd; and

**WHEREAS**, City owns one 4” conduit (“Conduit C”) located along Del Paso Boulevard at Arden Way, from the far east traffic island (pork chop) continuing west to the southeast corner of Canterbury Rd and Del Paso Boulevard; and

**WHEREAS**, RT owns one 4” conduit (“Conduit D”) located along 7th Street between I Street and L Street (approximately 1,270 linear feet); and

**WHEREAS**, RT desires to use City's conduit infrastructure (Conduits A, B, and C) to house one 144 strand cable running from RT's Globe Light Rail Station to its Arden/Del Paso Station and is willing to install an additional 144 strand cable for City use within the same conduits (Cables A and B); and

**WHEREAS**, City desires to use RT's conduit infrastructure (Conduit D) to install one fiber optic cable (Cable C, not to exceed a diameter of 1") from RT's Low Voltage Communication vault located at the northeast corner of the intersection of 7<sup>th</sup> St and I St streets to the intersection of 7th and L Streets; and

**WHEREAS**, the newly-installed fiber optic cables can and will coexist with traffic control electrical wires that may be installed in the same conduit.

**NOW THEREFORE**, in consideration for the promises, terms, and conditions contained herein, City and RT hereby agree to the following:

**1. IMPROVEMENTS.**

- A. RT may use space in Conduits A, B, and C as part of the RT Arden/Del Paso project "FIBER OPTIC CABLE INSTALLATION – DEL PASO/GLOBE TO ARDEN/DEL PASO." The space in Conduits A, B, and C is for RT's use only and may not be used by any other entity without the written consent of City. RT's use of the space in Conduits A, B, and C shall not be exclusive and City may elect to use Conduits A, B, and C for pulling additional cables for its fiber use.
- B. RT may install two 144-strand single mode fiber optic cables (Cable A and Cable B) in Conduits A, B, and C. Prior to installing the fiber optic cables, RT must obtain City's review and written approval of the fiber optic cable materials. RT must leave a minimum of 30 feet of slack in each pull box along Conduit A. RT may splice cables in, on, or into City facilities along Conduits A, B, and C, as approved in writing by City. RT may place splice cases and splice bays on City walls or may use City rack space, at City's option. RT must permit CITY to use one of the 144-strand single fiber optic cables installed within Conduits A, B, and C.
- C. RT is solely responsible for testing Conduits A, B, and C before pulling fiber optic cable. City does not guarantee that the conduits are appropriate for fiber placement.
- D. RT will permit City to use space in Conduit D for improvement of its traffic control systems. The space in Conduit D is for City's use only and may not be used by any other entity without RT's written consent.
- E. City may install a single fiber cable (Cable C) in Conduit D of any strand count with an outside diameter not to exceed 1".
- F. RT and City agree that each derives benefits from and assumes certain burdens under the terms and conditions of this Agreement, and that the same constitute

mutual and sufficient consideration to and for each party, and, accordingly, that there will be no monetary compensation paid by either party to the other.

2. **TERM.** The term of this Agreement commences on the Effective Date and terminates 60 months from the Effective Date, unless sooner terminated by either party pursuant to Section 6 of this Agreement. Upon completion of its initial 60-month term, this Agreement will automatically renew for up to 3 consecutive 5-year terms unless terminated by either party pursuant to Section 6 of this Agreement.

3. **MAINTENANCE.**

A. Except as specified in paragraph C. below, each party must repair any damage to and maintain its fiber optic cables. Either party, as applicable, may recover the cost of repair from responsible parties, but the inability to obtain such recovery will not excuse each party's repair obligations hereunder. Any maintenance or repair work performed by either party on the 144 strands of Cables A or B under this Agreement must comply with City specifications and requirements. RT must obtain City's prior written approval of such repair work, which approval may not be unreasonably withheld.

B. Except as specified in paragraph C. below, each party must repair any damage to its own conduit and vault infrastructure. Either party, as applicable, may recover the cost of repair from responsible parties, but the inability to obtain such recovery does not excuse that party's repair obligations hereunder. Any maintenance or repair work performed by City on Conduits A, B or C must comply with City specifications and requirements, and City must obtain RT's approval of such work prior to its commencement, which approval may not be unreasonably withheld.

C. City must undertake all Underground Utilities Signal Alert ("USA") markings related to Conduits A, B, and C. City must bear all costs for all repairs of damage to all or any portion of Conduits A, B, or C or Cables A and B caused by City's improper placement of USA markings. RT must undertake all USA markings related to Conduit D. RT must bear all costs for all repairs of damage to any portion of Conduit D or Cable C caused by RT's improper placement of USA markings.

D. In no event shall either party be responsible for incidental or consequential damages of the other party resulting from the failure or damage of Conduit A, B, C, or D or Cable A, B, or C or any related or supporting infrastructure, whether or not that party is the sole or partial cause of such failure or damage.

4. **PERMITS AND CONSTRUCTION STANDARDS.**

A. Each party performing work under this Agreement must obtain, at its sole expense, all required and necessary local, state and/or federal permits, and must observe all applicable laws in performing such work and obligations under this

Agreement. Nothing in this Agreement may be construed as a waiver of any requirement, fee, or procedure required to obtain any such permit or approval.

- B. Except as otherwise provided in Section 3.A. above, each party, in performing maintenance or repair work as provided by this Agreement, may follow such party's specifications, policies, procedures and protocols for the work, without the approval of the other party. However, each party agrees that, prior to the commencement of any such work, it will notify the other party in writing, as provided for in Section 9 of this Agreement, of any work that may impact the placement or operation of Cables A, B, or C.

- 5. **OBLIGATIONS UPON TERMINATION.** Within 180 days following the termination or expiration of this Agreement: (a) RT will relinquish use of Conduits A, B and C to City; (b) City will relinquish use of Conduit D to RT; (c) RT will disconnect and remove Cables A and B from Conduits A, B and C at its sole cost and expense; and (d) City will disconnect and remove Cable C from Conduit D at its sole cost and expense. The obligations set forth in this section will survive the termination or expiration of this Agreement.

6. **TERMINATION.**

- A. This Agreement may be terminated for convenience by either party at any time by delivering written notice to the other party at least 30 days in advance of the termination.
- B. City or RT may terminate this Agreement if the other party is in breach of any material term or condition of this Agreement if: (a) the non-defaulting party has given the breaching party written notice of default ("Default Notice") containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 60 days after receipt of the Default Notice; provided that if such default is capable of cure but cannot be cured during such 60-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party. Notwithstanding the foregoing, if the default constitutes or creates a risk to public health, safety, and welfare, then the non-defaulting party has the right to immediately and unilaterally cure the default and bill the defaulting party for the cost to cure the default. Failure to pay for the cost incurred by the non-defaulting party to cure the default within 30 days of the bill will be considered a material breach and will be grounds for termination of this Agreement.
- C. Upon termination of this Agreement, each Cable owner may elect to either remove its Cable(s) or abandon the Cable(s) in place; provided that if the Conduit owner provides written notice, on or before the effective date of the termination, that abandonment in place will interfere with the Conduit owner's planned use of the Conduit, the Cable owner must remove the Cable within 30 days after the date of such notice.

7. **INDEMNITY.** Each party hereto (hereafter "Indemnifying Party") must indemnify, defend and hold harmless the other party, and their respective officers, elected officials, agents and employees, from and against any and all loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or intentional act or omission of the Indemnifying Party, its officers, agents or employees that occurs in the performance of or otherwise in connection with this Agreement, but only in proportion to and to the extent caused by the negligent or intentional acts or omissions of Indemnifying Party, its officers, agents or employees.
8. **INSURANCE.** Each party, at its sole cost and expense, shall carry insurance or self insure its activities in connection with this Agreement, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property and professional liability to cover its potential liabilities hereunder. Each Party agrees to provide 30 days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement will be considered a material breach and will be grounds for termination of this Agreement.
9. **NOTICES.** All notices and other communications under this Agreement must be in writing and are deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Section.

City Representative:  
Chief Information Officer  
Gary Cook  
1000 I Street, Suite 120  
Sacramento, CA 95814  
Tel: (916) 808-8600  
Fax: (916) 808-5087

RT Representative:  
Director of Information Technology  
P.O. Box 2110  
Sacramento, CA 95812-2110  
Tel. (916) 556-0138  
Email [rthorn@sacrt.com](mailto:rthorn@sacrt.com)

10. **ENTIRE AGREEMENT.** This document contains the entire agreement between City and RT with respect to the matters described herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.
11. **GOVERNING LAW.** The interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the state in which the

Agreement is signed. The parties agree to submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

12. **SEVERABILITY.** If any portion of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and may be enforced to the greatest extent permitted by law.
13. **WAIVER.** Waiver by any party of any default, breach or condition precedent will not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
14. **MODIFICATION.** No waiver, alteration, modification, or termination of this Agreement is valid unless made in a written amendment to this Agreement signed by the authorized City and RT representative.
15. **CAPTIONS.** The headings or captions to the Sections of this Agreement are not a part of the Agreement and have no effect upon the construction or interpretation of any part thereof.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together constitute but one and the same instrument.
17. **ASSIGNMENT.** No party may assign its interest in this Agreement without the prior written consent of the other Party.
18. **EFFECTIVE DATE.** This Agreement is effective upon its full execution by both City and RT.
19. **CONSTRUCTION.** City and RT have had the opportunity to participate in the drafting of, and have legal review of, this document. No portion of the document will be construed against any party to this Agreement.
20. **INTERPRETATION.** Unless otherwise explicitly stated, a standard of reasonableness will be applied to all terms of this agreement, including but not limited to obligations and actions by any party.

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IN WITNESS WHEREOF, City and RT have executed this Agreement on the day and year first above written.

CITY OF SACRAMENTO

Attest:

\_\_\_\_\_  
Gary Cook                      Date  
CIO

\_\_\_\_\_  
City Clerk                      Date

APPROVED AS TO FORM:

Janeth Sanpedro                      6/16/11  
City Attorney                      Date

SACRAMENTO REGIONAL TRANSIT DISTRICT

Michael R. Wiley                      5/19/11  
MICHAEL R. WILEY                      Date  
General Manager/CEO

Approved as to Content:

Mike Mattos  
MIKE MATTOS  
Chief of Facilities and Business Support  
Services

Approved as to Legal Form:

Bruce A. Behrens  
BRUCE A. BEHRENS  
Chief Legal Counsel