



CONTRACT FACE SHEET

- Document Type: [] Contract, [] MOU, [x] Interlocal agreement, [] Notice of Acceptance, [] Retainage, [] Franchise Agreement, [] Right of Way Use Agreement, [] Lien, [] Correspondence, [] Collective Bargaining Agreement
Status: [x] New Amendment, [] Change Order, [] Renewal, [] Cancellation

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Site Name:
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* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

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CR# 34607

~~03-647~~

06-382

City Clerk's Office

MEMORANDUM

Memorandum

To: King County Recorder's Office
 From: Michael Tomow, Records Coordinator
 Date: 4/23/04
 Re: Interlocal Agreement Filing

The following legislation and attached agreement are included for filing with the King County Record's Office per RCW 39.34.040:

Resolution No. 6911

Agreement Clerk's Receiving No.

ORIG 34607

PAGE 4
35531

Ordinance No. _____

Agreement Clerk's Receiving No. _____

CONFORMED COPY

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KING COUNTY KCCA 0.00
 PAGE 001 OF 001
 06/01/2004 12:54
 KING COUNTY, WA

550214-000

REC NO. 34607
CITY OF BELLEVUE

DATE 10/21/09

M. TOMNOW
CITY CLERK'S OFFICE

CCO FILE # ~~23-691~~ 06-382

256911

ORIGINAL

Interlocal Agreement

GENERAL TERMS and CONDITIONS
For Sharing of Fiber Optic Installation Projects

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I. RECITALS

WHEREAS, the Lake Washington School District plans to construct a fiber optic network among its schools for the purpose of improving overall learning and achievement by increasing the availability and diversity of training and educational material; and

WHEREAS, the City of Kirkland requires a fiber optic network amongst its' facilities to provide services to its constituents, including but not limited to: traffic, SCADA systems, economic development, business support, and

WHEREAS, the City of Kirkland and the City of Bellevue desire a direct fiber connection to enhance internal governmental cooperation, extend communications to other local governments, and achieve efficiencies through shared resources, and

WHEREAS, the University of Washington desires a pathway for fiber optic cables North to South through the City of Kirkland, and

WHEREAS, each of the Parties have a portion of what is required to build a fiber network but do not want to duplicate efforts, and

WHEREAS, the Parties and their respective 'citizens' have a vested interest in supporting and improving educational opportunities, community communications; and infrastructure, and

WHEREAS, the City of Kirkland, City of Bellevue, and the University of Washington have conduit plant available that can serve all the Parties; and

WHEREAS, the Lake Washington School District has signed the City of Kirkland's Franchise Agreement allowing the Lake Washington School District use of the City of Kirkland's Right of Way.

Therefore, the parties agree as follows:

II. PURPOSE OF AGREEMENT

This interlocal agreement outlines how the parties will work together on fiber optic projects for the benefit of all the Parties. This document also outlines the roles and responsibilities of all the Parties and use of the fiber cables today and into the future.

III. DEFINITIONS

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings, unless the context clearly requires a different meaning:

- A. **Agreement**
Refers to this document, General Terms and Conditions for Sharing Fiber Optic Projects
- B. **Building Entrance**
Conduit or Conduits usually connecting a Vault, Handhole, or Maintenance Hole in the public right-of-way to a building.
- C. **Common Fiber Spares**
Fiber strands installed as part of a Fiber Optic Project held in reserve solely for replacement of disabled fibers.
- D. **Conduit or Duct**
Enclosed runway or tube designed to house cables for their protection.
- E. **Dark Fiber**
An optical fiber strand not coupled to an optical light source.
- F. **Demarcation Point**
A point agreed to between the facility owner and lead agency that documents where one party's responsibilities end and the other begins and is required to be documented, agreed to and approved in the Fiber Optic Project Agreement.
- G. **Indirect Costs**
Indirect costs are costs determined in accordance with a Participating Agency's standard methodology for computing indirect costs. Indirect costs shall include costs of labor, benefits, equipment usage, miscellaneous materials, material handling, and administrative and general charges. This definition also applies to Facility Owner indirect costs.
- H. **Facility or Facilities**
A structure including but not limited to: Buildings, Vaults, Maintenance Holes, Handholes, Conduit, Building Entrances.
- I. **Facility Manager**
The person designated by the Facility Owner to manage the Facility, including granting access, determining and approving its use and terms and conditions for such use.

- J. **Facility Owner**
The Participating Agency that is the legal owner of a Facility or Facilities or the Participating Agency holding the legal right to grant permission to occupy, use or modify Facilities.
- K. **Fiber Optic Cable**
A cable installed by the Participating Agencies pursuant to this Agreement that is composed of strands of glass fiber, each strand which is designed to conduct signals of modulated light (optical signals) from one end to the other.
- L. **Fiber Optic Project**
The Work associated with the installation of fiber optic transmission materials, pursuant to a Fiber Optic Project Agreement.
- M. **Fiber Optic Project Agreement**
An agreement for a specific Fiber Optic Project with Participating Agencies that specifies the contractual relationships between and among the participants.
- N. **Fiber Strand or Strand of Fiber**
A single thin transparent fiber of glass enclosed by a material of a lower index of refraction that reflects light throughout its length by internal reflections.
- O. **Handhole**
An underground structure (usually concrete) providing an opening in a Conduit in which workers may reach into but usually do not enter for the purposes of installation and maintenance of cable.
- P. **Lead Agency**
The Participating Agency designated by mutual consent in a Fiber Optic Project Agreement that is responsible for managing Fiber Optic Project related Work, including entering into construction contracts and overseeing the construction work for the Participating Agencies and ongoing maintenance of the Fiber Optic Project(s).
- Q. **Make-Ready Work**
Any and all planning, analysis, design, review, adjustment to equipment, construction, and/or other activities (such as tree trimming) necessary to prepare existing Facilities for use by the Lead Agency as determined by the Facility Owner.
- R. **Participating Agency**
A public agency that is a signatory to this Agreement for the purpose of engaging in the shared Fiber Optic Project(s).
- S. **Participating Agency Facilities**
Those Facilities owned, managed, occupied, by a Participating Agency Department or Division.
- T. **Pathway**
Aerial or underground Facilities used for the purpose of placing fiber optic cables, splice cases, trace wire, etc.
- U. **Project Budget(s)**

A required section of all Fiber Optic Project Agreements which identifies the total anticipated costs for Work performed as part of that agreement, including contingency, and allocates responsibility for those costs, including ongoing maintenance, to all parties to that Fiber Optic Project Agreement.

V. Splice

The point where two separate optical fiber strands are joined together either mechanically or by fusion to make one continuous optical fiber strand.

W. Telecommunications Service(s)

Telecommunications service(s) is the transmission of information over Fiber Strands from one location to another (not including services provided between two areas within the same building) meeting industry accepted transmission standards, their equivalent or replacement service. Such information includes but is not limited to voice, video, data, pictures, and facsimile. Telecommunication service(s) does not include Dark Fiber or services other than transmission services.

X. Work

All activities related to the planning, right-of-way acquisition, scheduling, analysis, design, engineering, preparation, construction, installation, evaluation, maintenance, repair and operation of a Fiber Optic Project as provided for in this Agreement or a Fiber Optic Project Agreement including Make-Ready Work but not including work done prior to the execution of a Fiber Optic Project Agreement.

IV. RELATIONSHIPS AMONG PARTICIPATING AGENCIES

A. PRINCIPLES

Agreements among the Participating Agencies for sharing of Fiber Optic Projects shall conform to the following principles:

1. Participation in Fiber Optic Projects is voluntary and can depend on specific cable routes.
2. Arrangements for cooperation should be fair and equitable among Participating Agencies. Any special configuration, such as a routing change to accommodate a particular Participating Agency, should be paid for in whole by that Participating Agency.
3. If a Facility Owner requires a route change due to the requirements for optimal Facility access, the costs of such a change shall be considered general project costs of the affected Participating Agencies and not the sole responsibility of the Facility Owner as a Participating Agency.
4. Participating Agencies may have varying amounts of financial and other responsibilities on different projects. One or more Fiber Optic Project Agreement(s) will define and document those responsibilities. As a general principle, Participating Agencies should share maintenance proportionately based on each Participating Agency's share of the Fiber Strands deployed or as described in the Fiber Project Agreement(s).
5. Participating Agencies may, from time to time, act variously and simultaneously as Lead Agencies and/or Facility Owners.
6. The Lead Agency for a specific Fiber Optic Project may be changed with the mutual consent of all Participating Agencies that are party to that specific Fiber Optic Project.

B. TERM

This Agreement shall become effective upon the execution of all Participating Agencies, and unless terminated sooner in accordance with the provisions of this Agreement, shall continue for a period of ten (10) years, and automatically renew for an additional ten (10) years upon the agreement of the parties.

As a starting point for negotiations of a renewal Agreement, the Participating Agencies will use this Agreement as the framework for further negotiations. Under the terms of any renewal agreement, the Participating Agencies shall continue to make payments as specified in any applicable Fiber Optic Project Agreement(s).

C. FIBER OPTIC PROJECT

All Fiber Optic Projects among Participating Agencies shall have a Fiber Optic Project Agreement specifying the following, including contact names and addresses where appropriate.

- Participating Agencies
- Lead Agency and Project Manager
- Route
- Facilities to be Used; Facility Owners; and the Facility Manager(s)
- Project Budget, including Contingency and Terms of Cost Sharing
- Apportionment of Liability
- Project Schedule
- Changes or Addenda to General Terms and Conditions
- Bond and Insurance Requirements for Contracting and Participating Agencies
- Fiber Allocation including Spares.
- Maintenance Responsibilities and Costs, including Ongoing Maintenance and Responsibilities for Moves.
- Points of Demarcation

Each Fiber Optic Project Agreement shall be an attachment to and run concurrent with this Interlocal Agreement, General Terms and Conditions For Sharing of Fiber Optic Installation Projects.

D. GENERAL PLANNING, ENGINEERING AND DESIGN CONSIDERATIONS

Upon execution of a Fiber Optic Project Agreement, the Participating Agencies shall develop, review and/or revise the planning, engineering, design, installation, and maintenance procedures for the Fiber Optic Project. The procedures will be subject to the approval of the Participating Agencies and of the Facility Owners as specified in Section IV and in related Exhibits and Addenda. The procedures will be substantially similar to the following:

1. Perform Feasibility Review

A Participating Agency with an interest in a shared Fiber Optic

Project will undertake a feasibility review to determine which of the Participating Agencies has an interest in participating in the Fiber Optic Project, the possible routes, the availability of Facilities, the approximate cost and the time frame required for installation. Prospective Facility Owners shall be included in the feasibility review process.

2. **Execute Fiber Optic Project Agreement**

The Fiber Optic Project Agreement must ensure that approval by the appropriate authority is granted for Facilities to be used and shall specify the information listed in Section IV.C.

3. **Perform Detailed Engineering Design**

The Lead Agency shall work with Facility Owners to complete routing, obtain permission for use of Facilities, etc. Any changes exceeding the approved Project Budget (see definitions above) shall require approval by the Participating Agencies; such approval shall not be unreasonably withheld.

4. **Install Project**

The Lead Agency shall be responsible to ensure compliance with all reasonable requirements of the Facility Owner.

Facility Owner staff shall be authorized to stop Work on an installation that is being conducted by the Lead Agency and its contractors on the Fiber Optic Project if Facility Owner or Participating Agency reasonably determines that the Work in question is inadequate, unsafe or would or could potentially cause a problem.

5. **Complete Acceptance of Fiber Optic Project**

The Lead Agency shall formally accept installation of the Fiber Optic Project by issuing a formal letter to the contractor(s) and the Participating Agencies stating that the Work has been completed in accordance with contract specifications, final test documentation has been received, and all punch-list items have been resolved to the satisfaction of the Lead Agency and Facility Owner(s). Such acceptance shall authorize final payment(s) to contractor(s). The Lead Agency shall also document and identify ownership of Fiber Strands, providing a copy of such documentation to all Participating

Agencies.

6. **Establish Maintenance Plan**

The Lead Agency shall develop a maintenance plan for the Fiber Optic Project, and upon acceptance of the maintenance plan by the Participating Agencies, the Participating Agencies will, by mutual consent, appoint a maintenance manager, usually the Lead Agency.

7. **Keep Records**

The Lead Agency shall provide Participating Agencies and/or Facility Owners with whatever documents are required by the Facility Manager(s) so Facility Owner(s) can maintain accurate records of where and how the Participating Agencies installed equipment within or on Facilities, and where and how the Participating Agencies modified any Facility. Among the materials that must be provided to Facility Owner are computerized records and archival quality drawings that document installation or modification Work performed by the Lead Agency or its contractors. The Lead Agency shall not charge the Facility Owner for providing any necessary documentation required by the Facility Manager. Such costs, however, shall be included as part of the Project Budget (see definitions above).

8. **Provide Access to Records**

All Participating Agencies shall provide access to relevant records with respect to design, installation and maintenance of components of the Fiber Optic System located within or on Facilities to Facility Owner(s) when requested by the Facility Manager(s). The Participating Agencies shall not charge the Facility Owner for either access to, such information or for obtaining copies of any portion of the information. Such costs, however, shall be included as part of the Project Budget. The records to which the Participating Agencies shall provide the Facility Owner access include, but are not limited to computerized records and design drawings, equipment and fiber specifications, route maps, manufacturer's test reports on fibers and on other equipment, documentation of the installation of Fiber Optic Cable and other equipment, and documentation of maintenance done on fibers and other equipment.

E. CHANGES

Participating Agencies shall have the right to propose changes to the Fiber Optic Project Agreement which must first be approved by all Participating Agencies, including replacing the Lead Agency and adjusting Project Budgets. Changes that impact Facility Owners shall be subject to approval by the Facility Owners.

The costs of any changes proposed by and beneficial to an individual Participating Agency made after the signing of a Fiber Optic Project Agreement shall be borne by that Participating Agency. However, if a Facility Owner requires a route relocation due to the requirements for optimal Facility access, the costs of such a relocation shall be considered general project costs and not the sole responsibility of the Facility Owner as a Participating Agency. The costs of other changes that are approved by the Participating Agencies because they are deemed necessary to complete the Fiber Optic Project shall become part of the total project cost.

F. ALLOCATION AND OWNERSHIP OF FIBER OPTIC CABLE

All Fiber Optic Cable and Fiber Strands installed as part of a Fiber Optic Project shall be allocated to the individual Participating Agency, or Agencies, as specified in the Fiber Optic Project Agreement. The Participating Agency shall own all right and title to these allocated Fiber Strands.

G. USE OF FIBERS

A Participating Agency shall have complete free and unrestricted use of the Fiber Strands installed and allocated to it under a Fiber Optic Project Agreement for any lawful purpose subject to applicable agreements, approvals, permission and permits.

Common Fiber Spares, if provided for in a Fiber Optic Project Agreement, shall be shared in common among the Participating Agencies only. Identified Common Fiber Spares shall be used only as replacements for disabled Fibers Strands unless documented and agreed to in a Fiber Optic Project Document. Use of spare fibers shall be implemented by the Lead Agency, with notification to all Participating Agencies.

H. SALE OF FIBERS

Participating Agencies who wish to sell or otherwise transfer their allocated

fibers to any other party must obtain written and unanimous approval from all Participating Agencies, who are also granted right of first refusal regardless of circumstances of the sale.

I. PARTICIPATING AGENCIES RIGHT OF FIRST REFUSAL

Before any allocated fibers held by a Participating Agency may be sold or otherwise transferred (including transfer by gift or operation of law), the other Participating Agencies, either individually or collectively, shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this section.

(a) **Notice of Proposed Transfer.** The selling Participating Agency shall deliver to all Participating Agencies a written notice stating: (i) the bona fide intention to sell or otherwise transfer such allocated fibers; (ii) the name of each proposed purchaser or other transferee; (iii) the number of fibers to be transferred to each proposed transferee; (iv) the bona fide cash price or other consideration for which the selling Participating Agency proposes to transfer the allocated fibers and the material terms and conditions of the proposed transfer (the "Offered Terms") and (b) offer the allocated fibers at the Offered Terms to the other Participating Agencies.

(b) **Exercise of Right of First Refusal.** At any time within 60 days after receipt of the notice, the other Participating Agencies, either individually or collectively, may, by giving written notice to the selling Participating Agency, elect to purchase all, but not less than all, of the allocated fibers proposed to be transferred to any one or more of the proposed transferees, at the purchase price and on the terms determined in accordance with subsection (c) below.

(c) **Purchase Price.** The purchase of the allocated fibers by the other Participating Agencies, either individually or collectively, under this section shall be identical in all material respects to the Offered Terms.

(d) **Payment.** Payment of the purchase price shall be made in accordance with the Offered Terms, within ninety (90) days after delivery of the written notice by the other Participating Agencies, either individually or collectively, as set forth in (b) above.

(e) **Right to Transfer.** If all allocated fibers proposed in the notice to be transferred to a given proposed transferee are not purchased by the other Participating Agencies, either individually or collectively, the Participating Agency may sell or otherwise transfer such allocated fibers to that proposed

transferee, provided that such sale or other transfer is consummated within sixty (60) days after the date of the notice and provided further that any such sale or other transfer is affected in accordance with Offered Terms as presented to the other Participating Agencies. If the allocated fibers described in the notice are not transferred to the proposed transferee within such period, a new notice shall be required and the other Participating Agencies, either individually or collectively, shall again be offered the Right of First Refusal before any allocated fibers held by the may be sold or otherwise transferred.

(f) Any entity purchasing the right to use fibers installed under a Fiber Optic Project Agreement must agree to all the terms and conditions of this Agreement, including the General Terms and Conditions, Exhibits and Addenda as specified in this document and shall notify the Facility Owner(s) of any such purchase.

Participating Agencies may grant the right to use their fiber allocation to any other party provided the sale or lease is approved by a majority of the other Participating Agencies. Such approval shall not be reasonably withheld.

J. FUTURE USE OF FIBER OPTIC CABLE ALREADY OWNED BY INDIVIDUAL PUBLIC AGENCIES

Nothing in this document precludes Participating Agencies from entering into separate agreements with other Participating Agencies to utilize fiber optic cable other than the Fiber Optic Cable installed pursuant to a Fiber Optic Project Agreement.

K. TAXES

The Participating Agencies shall pay, before delinquency, all applicable taxes, levies, and assessments arising from their joint installations and undertakings under a Fiber Optic Project Agreement

L. PAYMENTS

Participating Agencies shall pay all amounts owed to the Lead Agency within forty-five (45) days of receipt of the billing. If a Participating Agency disputes all or a part of the payment owed to the Lead Agency, then such dispute shall be resolved through the Dispute Resolution process identified in this Agreement.

If the Participating Agency fails to make payment as required, after receiving a written notice in compliance with Section IX.M, providing twenty (20) business days to cure the default in payment, then its allocated Fiber Strands shall become the property of the other Participating Agencies and those Participating Agencies may either reallocate the Fiber Strands amongst themselves or sell the Fiber Strands pursuant to the provision of Section III. H and Section III. I above.

V. LEAD AGENCY RESPONSIBILITIES

A. GENERAL RESPONSIBILITY OF LEAD AGENCY

The Lead Agency shall be responsible for the overall management of the Work necessary for the successful completion of the Fiber Optic Project, as the agent of the Participating Agencies in the Fiber Optic Project, pursuant to the terms and condition of the applicable Fiber Optic Project Agreement. The Lead Agency shall have the authority and be responsible for negotiating and entering into such separate contract agreements as are necessary with Facility Owners for the specific use of their Facilities in furtherance of the Fiber Optic Project. The Lead Agency will also have the authority to enter into and manage such separate contract agreements with contractors as are necessary to perform all or part of the Work associated with the Fiber Optic Project.

The Lead Agency is responsible for ensuring that all applicable terms and conditions of the Fiber Optic Project Agreement(s), General Terms and Conditions, exhibits and addenda are included in the contract agreements with Facility Owners and contractors.

Prior to execution of any contract agreements with Facility Owners or contractors, the Lead Agency shall provide an opportunity for the Participating Agencies to review and comment on such agreements. In the event there is a dispute regarding any of the provisions or lack of provisions of any agreement, such dispute shall be resolved through the Dispute Resolution process identified in this Agreement.

The Lead Agency shall keep the Participating Agencies informed as to the status of the Fiber Optic Project.

B. AGREEMENTS, APPROVALS, PERMISSIONS AND PERMITS

The Lead Agency shall be responsible for obtaining all necessary agreements, approvals, permissions and permits and any other documents required or necessary for the successful completion of the Fiber Optic Project and to keep them in place and current.

C. NOTICE OF INSTALLATION AND TESTING

The Lead Agency shall notify the Participating Agencies when initial installation of the Fiber Optic Cable and acceptance testing of all of the Fiber Strands have been completed.

D. MAINTENANCE AND REPAIR RESPONSIBILITIES

1. Maintenance and Repair of Fiber Optic Cable, Fiber Strands, and Pathway

Maintenance of the Fiber Optic Cable and Fiber Strands within Fiber Optic Cable installed pursuant to a Fiber Optic Project Agreement shall be the responsibility of the Lead Agency as agent for the Participating Agencies up to the Demarcation Point. Lead Agency maintenance responsibility shall continue for the term of the Fiber Optic Project Agreement and for any extensions or renewals.

In instances where service to any of the Participating Agencies has been interrupted on the Lead Agency side of the Demarcation Point, the Lead Agency, at the Participating Agencies' request, will make a reasonable effort to complete repairs of the Fiber Optic Cable as soon as practicably possible provided that all necessary permissions to effect the repairs has been obtained from the Facility Owner(s).

Restoration of telecommunications, traffic control, and public safety services shall be given the highest priority in the event that any of these services and the Participating Agencies' telecommunications services are interrupted at the same time, unless otherwise agreed to by the Participating Agencies at the time of restoration. In the event of an outage, the Participating Agencies shall promptly work to restore the functionality of the Fiber Optic Cable as soon as reasonably possible and practical after restoration of any other necessary services. The Participating Agencies shall not cut or otherwise damage Fiber Optic Cable unless absolutely necessary for the safe and prompt restoration of telecommunications, traffic control and street lighting systems.

2. Maintenance and Repair Expenses

The Participating Agencies shall be responsible for the expense of maintenance and repair of the Fiber Optic Cable and Fiber Strands for the duration of the Fiber Optic Project Agreement and any extensions or renewals thereof on a basis proportional to the ownership of Fibers Strands allocated to each Participating Agency or by such other method as may be specified in the applicable Fiber Optic Project Agreement(s). The designated maintenance manager shall review ongoing maintenance expenses with Participating Agencies as reasonably requested, but at least on an annual basis.

The Lead Agency shall contract with a vendor capable of making any necessary repairs. The contract shall provide for around the clock service, defined response times and supply guarantees.

E. FINANCIAL REIMBURSEMENTS AND OTHER PAYMENTS TO BE PROVIDED TO THE LEAD AGENCY

All reasonable and necessary costs and expenses incurred by the Lead Agency in performance of any Work to successfully complete a Fiber Optic Project shall be actual and verifiable. The Lead Agency shall provide documentation of its methodology for computing any Indirect Costs, including Indirect Costs for Facility Owners. The Participating Agencies shall reimburse the Lead Agency within forty-five (45) days of receipt of the Lead Agency's statement of charges.

F. LEAD AGENCY'S NONCOMPLIANCE

The Lead Agency shall make its best good faith effort to adhere to the terms, conditions, and requirements of the Work as provided in the Fiber Optic Project Agreement, and the required record keeping as provided in this Agreement. Absent negligence or other misconduct on the part of the Lead Agency, any additional Work necessary to conform the Work to requirements of the Fiber Optic Project Agreement will be a general project cost allocated to the Participating Agencies. Where there has been negligence or other misconduct on the part of the Lead Agency, and additional Work is necessary to conform the Work to requirements of the Fiber Optic Project Agreement, it shall be at the expense of the Lead Agency.

G. AUDIT

The Lead Agency shall permit Participating Agencies, or designated agent(s) thereof from time to time (including up to five years after the expiration or termination of a Fiber Optic Project Agreement) to inspect and audit all pertinent books and records of the Lead Agency, the subcontractors or any other person or entity in connection with or related to the Fiber Optic Project with respect to the services provided, costs thereof, and the compensation paid therefore. Such audit shall occur at such reasonable times and at such reasonable location(s) as mutually agreed to by the Participating Agencies and the Lead Agency.

VI. FACILITY OWNER RIGHTS AND RESPONSIBILITIES

A. PRINCIPLES FOR USE OF PARTICIPATING AGENCY FACILITIES

1. Use of and Facilities owned by a Participating Agency shall comply with all requirements of the Participating Agency that owns them. Use of a Facility shall be designed and constructed so as to maximize the reasonable additional future use of such Facility. The general project costs shall include all fees and charges for the use of the Facility.
2. This Agreement shall not be construed to authorize any Participating Agency to make use of any other Participating Agency's Facilities unless such use is specifically authorized by the Participating Agency in its capacity as a Facility Owner.
3. The Facility Owner has final approval of planning, engineering, design, material, and maintenance for all portions of a Fiber Optic Project on or within its Facilities.

B. APPROVALS

All contractors hired by the Lead Agency to Work within or on Facilities shall be subject to approval by Facility Owner(s), such approval not to be unreasonably withheld. In all agreements with contractors, the Facility Owner(s) may require the Lead Agency to specify that the contractors attend one or more pre-construction meetings with the appropriate Participating

Agencies and Facility Owners to review installation requirements for the Work and any restrictions or other requirements that must be adhered to, prior to any Work being performed in or on Facilities. The contractor agreement shall state that the Facility Owner or the Participating Agency has authority to stop inadequate or unsafe Work or require that inadequate or unsafe Work be corrected, as provided by this Agreement.

C. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS

1. Risk of Co-location

In choosing to co-locate any components of a Fiber Optic Project in any Facilities, the Participating Agencies acknowledge and accept all risks that are associated with having components of the Fiber Optic Project co-located with in any such Facility.

2. Easements

Participating Agencies acknowledge that existing easements may not be sufficient and are not warranted to be available for the purpose of this Agreement and/or any Fiber Optic Project Agreement. Additional easements may be required.

D. ACCESS TO AND USE OF FACILITIES

The Lead Agency shall obtain access to and use of Facilities from Facility Owners for the purpose of installing, maintaining and repairing components of the Fiber Optic Project, including all agreements, approvals, permissions, and permits required. Such Access shall be subject to Facility availability as reasonably determined by the Facility Manager, and any and all reasonable conditions specified by the Facility Owner.

1. Permission to Enter

Access to Facilities shall be allowed only after the Facility Owner has been notified per item 2., below, and permission has been granted by the Facility Owner.

2. Requests for Access

All requests for access to Facilities must be made through the

appropriate Facility Manager or designee in writing (facsimile or email acceptable), and shall be subject to the restrictions and conditions in this Agreement.

In the event of an emergency, requests for access may be made in person or by telephone. In such cases, prompt written documentation of the request will follow.

3. Buildings

If the Lead Agency desires to utilize space in any building, the Lead Agency shall comply with the restrictions and conditions specified by the designated building manager.

4. Conformance to Regulations

Access to and use of any Facility shall be in conformance with all codes, regulations and requirements.

E. BUILDING ENTRANCES

In the event that an existing Building Entrance that is owned or controlled by one of the Participating Agencies is not usable or is inadequate, unsafe or would or could potentially cause a problem for either entering a building or for providing access to the location in a building where the Participating Agencies have installed Fiber Optic Project components, then the Lead Agency will have the responsibility for making alternative arrangements for Building Entrance with the Facility Owner.

The expense associated with any required alternative Building Entrance because the Existing Building Entrance is not usable or is inadequate, unsafe or would or could potentially cause a problem for either entering a building or for providing access to the location in a building where the Participating Agencies have installed Fiber Optic Project components shall be borne by the Participating Agencies utilizing the building as a general project cost.

F. MODIFICATIONS TO FACILITIES

At the Lead Agency's request, the Facility Owner shall make reasonable and necessary modifications to any existing Facilities or the Building Entrance to facilitate building access for the Fiber Optic Project. Any requests by the Lead Agency for such modifications shall be made to the Facility Owner

and/or Manager. Costs for such modifications shall be paid as allocated in the Fiber Optic Project Agreement.

The design and construction of any required modifications to any Facility or Building Entrance shall be subject to the review and approval by the Facility Owner and Participating Agencies. Any unauthorized modifications must be corrected at the expense of the Lead Agency.

G. RELOCATION OF FIBER OPTIC CABLE

The Lead Agency will work with the Facility Owner to make a good faith effort to ensure that the Fiber Optic Cable within or on Facilities is designed and constructed so as to minimize the likelihood of future relocation. However, upon notice from the Facility Owner that relocation is required, the Lead Agency shall work with the Facility Owner to ensure timely relocation of such Fiber Optic Cable. The Facility Owner has the right of pre-approval and post-construction acceptance of any work required either to remove cable from within or on Facilities or to place cable within or on alternative Facilities.

1. All relocations of Fiber Optic Cable, regardless of reason, will be managed by the Lead Agency. All relocations will be managed as a part of and under the terms and conditions of existing Fiber Optic Project Agreement that controlled the original construction and installation.

2. Notice

Except for emergency situations, the Facility Owner will give the Lead Agency at least ninety (90) days notice of the need to relocate any components of the Fiber Optic Project located within or on Facilities.

2. Relocation

When relocation is required, the Facility Owner shall, when possible, provide substitute Facilities within or on which the Participating Agencies may relocate the components of the Fiber Optic Project.

H. PROPERTY RIGHTS

Nothing in the General Terms and Conditions, Exhibits and/or Addenda shall be construed to convey to the Participating Agencies any property rights in existing Facilities of a Facility Owner. Nothing in the General Terms and Conditions, Exhibits and/or Addenda shall be construed to compel a Facility Owner to maintain any of its Facilities for a period longer than is necessary for its own service requirements. In the event that Facilities are abandoned by the Facility Owner, the Participating Agencies may remain in such Facilities at their own risk, subject to the approval of the Facility Owner. Any property rights in Facilities created or constructed as part of a Fiber Optic Project Agreement will be allocated per the Fiber Optic Project Agreement.

I. DEFAULT AND DISPUTE RESOLUTION

The Participating Agencies desire, if possible, to resolve disputes, controversies and claims ("Disputes") arising out of this Agreement or any Fiber Optic Project Agreement without litigation.

To that end, if any Participating Agency believes that another Participating Agency, whether as a Participating Agency, Facility Owner, or Lead Agency, has failed to perform any obligation under this Agreement or any Fiber Optic Project Agreement or has performed such obligation in a manner inconsistent with this Agreement or any Fiber Optic Project Agreement, then the Participating Agency shall provide written notice to all Participating Agencies, stating with reasonable specificity the nature of the Dispute.

Thereafter, each Participating Agency shall appoint a knowledgeable, responsible management representative to meet within thirty (30) days of the date of the written notice and negotiate in good faith to resolve any Dispute. The Participating Agencies intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives.

The Participating Agencies agree that the discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any action or proceeding arising under or concerning this Agreement or any Fiber Optic Project Agreement, without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in any such action or proceeding.

If the negotiations between the Participating Agencies do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties or, in the absence of such agreement, with Judicial Dispute Resolution, LLC.

Each Participating Agency shall bear its own cost of these Dispute resolution procedures. The Participating Agencies that are party to the mediation shall equally share the fees of the mediation and the mediator.

Nothing in this paragraph precludes any Participating Agency from seeking relief from King County Superior Court should mediation efforts be unsuccessful.

VII. RELATIONSHIP BETWEEN LEAD AGENCY AND CONTRACTORS

A. RESPONSIBILITY

The Lead Agency is responsible for ensuring that the applicable terms and conditions of the Project Agreement, General Terms and Conditions, exhibits and addenda are included in Agreements with Facility Owners and contractors. However, each contractor shall be held liable for any negligence caused by its performance or failure to perform the work under the Project Agreement or any contracts with the Lead Agency.

B. APPROVALS

All contractors hired by the Lead Agency to work within or on Facilities shall be subject to approval by Facility Owner(s). In all agreements with contractors, the Facility Owner(s) may require the Lead Agency to require such contractors to attend a pre-construction meeting with the appropriate authority to review installation requirements and Work restrictions prior to any Work being performed in or on Facilities. The contractor's agreement shall state that the Facility Owner or the jurisdiction having rights-of-way has authority to stop Work or require that inadequate Work be corrected.

C. **INSURANCE**

Prior to undertaking any work under any Fiber Optic Project Agreement, the Lead Agency shall ensure that all contractors, at no expense to the Lead Agency, Participating Agencies and Facility Owner(s), have obtained and filed with the Lead Agency, acceptable evidence of a policy or policies of insurance as enumerated in the applicable Fiber Optic Project Agreement.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. **LIMITATION OF LIABILITY AND INDEMNITY—LEAD AGENCY**

The Lead Agency, when acting in that capacity, shall not be liable, in law or in equity, to the Facility Owner, Participating Agencies, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the negligence or willful misconduct of the Lead Agency. The Facility Owners and Participating Agencies shall indemnify and save harmless the Lead Agency, its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of negligence or willful misconduct by the Lead Agency in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies who shall not unreasonably withhold such consent.

THE LEAD AGENCY SHALL NOT BE LIABLE TO THE FACILITY OWNER, PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

B. LIMITATION OF LIABILITY AND INDEMNITY—FACILITY OWNERS

Facility Owners, when acting in that capacity, shall not be liable, in law or in equity, to the Lead Agency, Participating Agencies, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the negligence or willful misconduct of the Facility Owner. The Lead Agency and Participating Agencies shall indemnify and save harmless Facility Owners, their officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of negligence or willful misconduct by the Facility Owner in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies who shall not unreasonably withhold such consent.

THE FACILITY OWNER SHALL NOT BE LIABLE TO THE PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

C. LIMITATION OF LIABILITY AND INDEMNITY—PARTICIPATING AGENCIES

A Participating Agency, when acting in that capacity, shall not be liable, in law or in equity, to the Lead Agency, the Facility Owners or any other Participating Agency, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the negligence or willful misconduct of that Participating Agency. The Lead Agency, the Facility Owner and the other Participating Agencies shall indemnify and save harmless a Participating Agency and its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of negligence or willful misconduct by that Participating Agency in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies who shall not unreasonably withhold such consent.

A PARTICIPATING AGENCY SHALL NOT BE LIABLE TO THE LEAD AGENCY, THE FACILITY OWNER, OR OTHER PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

IX. ADDITIONAL TERMS AND CONDITIONS

A. LAWS, LICENSES, AND PERMITS

1. General Requirement

All Work done under this Agreement or any Fiber Optic Project Agreement shall comply with all applicable federal, state, and local laws, and all rules, regulations, orders, and directives of the administrative agencies and officers thereof.

2. Licenses, Permits and Similar Authorizations

The Participating Agencies shall have and maintain in effect at all times all necessary franchises, licenses, permits, consents and easements from federal, state and local authorities and the owners of rights-of-way and private property. The Participating Agencies will comply with all requirements thereof to install, construct, maintain, operate and remove any fiber optic installation(s).

B. PERFORMANCE

Each Participating Agency will perform all of its obligations under this Agreement or any Fiber Optic Project Agreement in a reasonable and timely manner. The standard for such performance will be the normal industry

standard in the relevant market. Where any Participating Agency's approval, satisfaction, authorization, or similar approbation is required, such approval, satisfaction, authorization, or similar approbation will be forthcoming in a timely manner and will not be unreasonably withheld.

C. SUBJECT TO LAWS

This Agreement and any Fiber Optic Project Agreements are subject to all applicable federal, state, and local laws, and regulations, rulings and orders of governmental agencies. Any Participating Agency may terminate its obligations under this Agreement or any Fiber Optic Project Agreement if ordered to do so by the final order or filing of a court or other governmental agency or if such order or ruling would make it impossible for any Participating Agency to carry out its obligations.. In addition, if at any time during the term of this Agreement or any Fiber Optic Project Agreement, the action of a governmental agency requires modification of any terms and conditions in order to meet legal requirements, or renders performance by any Participating Agency unreasonable, the Participating Agencies will enter into negotiations to achieve an equitable adjustment and accounting of any increased costs or liabilities incurred by any Participating Agency as a result of such required modification. The preceding section shall not apply to a court order determining that the Participating Agencies' use violates a private easement.

The Participating Agencies, in their capacity as Facility Owners, have no actual knowledge of any restriction in their agreements with third parties which would prohibit the Participating Agencies' use of Facilities as contemplated herein. The Participating Agencies recognize that the Facility Owners have done no special searches or investigations with respect to restrictions in their agreements with third parties that may affect the use of Facilities as contemplated this Agreement or by any Fiber Optic Project Agreement.

D. FORCE MAJEURE

Any Participating Agency may suspend performance under this Agreement or any Fiber Optic Project Agreement and such non-performance will be excused where performance is rendered impossible or impracticable for reasons beyond such Participating Agency's reasonable control, such as, but not limited to, acts of nature, war or warlike operations, civil commotion, riot, labor dispute including strike, walkout, or lockout, sabotage, or superior

governmental regulation or control. Upon removal or termination of the force majeure event, the Participating Agency claiming force majeure shall promptly perform the affected obligations in an orderly and expedited manner or procure a substitute for such obligation. The Participating Agencies shall use all reasonable efforts to eliminate or minimize any delay caused by a force majeure event.

E. NO WAIVER

No term or provision hereof shall be deemed waived or consented to, and no breach excused unless such waiver or consent shall be in writing and signed by the Participating Agency claimed to have waived or consented.

Failure of any one more Participating Agencies to insist upon strict performance of, or that Participating Agency's waiver of, any of the terms, conditions, or obligations of either the General Terms and Conditions or a specific Fiber Optic Project Agreement, shall not be a waiver of any other term, condition, covenant or obligation, or of any subsequent default by breach of the same or other term, condition, covenant or obligation contained herein by any one or more particular Participating Agencies, nor shall such action or inaction by any one or more Participating Agencies be constructed as to bind or prejudice any other Participating Agency.

F. SEVERABILITY

In the event any section, sentence, clause, or phrase of the General Terms and Conditions or a specific Fiber Optic Project Agreement is adjudicated to be invalid or illegal by a court of last resort and of competent jurisdiction, the remainder of the General Terms and Conditions or of a specific Fiber Optic Project Agreement shall be unaffected by such adjudication and all other provisions shall remain in full force and effect as though the section, clause, or phrase so adjudicated to be invalid had not been included herein. The Participating Agencies agree to then negotiate, in good faith, a replacement section, sentence, clause, or phrase which is legal and most closely represents the original intent of the Participating Agencies.

G. RIGHTS CUMULATIVE

The rights and remedies of the Participating Agencies provided for under the General Terms and Conditions or under a specific Fiber Optic Project

Agreement are in addition to any other rights and remedies provided by law. The failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

H. CONTRACTUAL RELATIONSHIP

The General Terms and Conditions do not constitute the Participating Agencies as the agent or legal representative of a Facility Owner for any purpose whatsoever. The Participating Agencies are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Facility Owner or to bind the Facility Owner in any manner or thing whatsoever.

I. HEADINGS

The titles of sections are for convenience only and do not define or limit the contents.

J. APPLICABLE LAW AND VENUE

This Agreement and any Fiber Optic Project Agreements among the Participating Agencies shall be construed and interpreted in accordance with the laws of the State of Washington, and venue of any action brought hereunder shall be in the Superior Court for King County.

K. BINDING EFFECTS

The provisions, covenants and conditions in the General Terms and Conditions and in any specific Fiber Optic Project Agreement apply to bind the Participating Agencies, their legal heirs, representatives, successors, and assigns.

L. ASSIGNMENT

No Participating Agency or Lead Agency shall assign its rights or assign its duties under this Agreement or any Fiber Optic Project Agreement without the prior written consent of the other Participating Agencies, which consent shall not be unreasonably withheld.

M. NOTICES

All notices and other materials to be delivered hereunder, shall be in writing and shall be delivered or mailed to addresses as identified in Exhibit A to this Agreement and in any Fiber Optic Project Agreement.

N. MODIFICATION OR AMENDMENT

No modification to or amendment of the provisions of the General Terms and Conditions or of any specific Fiber Optic Project Agreement shall be effective unless in writing and signed by authorized representatives of the Participating Agencies to this Agreement and the Fiber Optic Project Agreement. The Participating Agencies expressly reserve the right to modify any agreement, from time to time, by mutual agreement.

O. EXECUTED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

P. SUPERCEDES CITY OF KIRKLAND FRANCHISE

This Agreement and any Fiber Optic Project Agreements supersedes the Franchise granted to the Lake Washington School District for purposes of its fiber optic cable to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of the Franchise.

Exhibit A

Participating Agencies, Approvals, and Contacts

Notices under the Agreement shall be as follows:

To the City of Kirkland:

Donna Gaw
Network and Operations Division
Manager
City of Kirkland
123 5th Avenue
Kirkland, WA
98033
dgaw@ci.kirkland.wa.us
425 828 2227

To the Lake Washington School District:

Robert Collard
Assistant Superintendent
Lake Washington School District No. 414
PO Box 97039
Redmond, WA
98073-9739
425-702-3222

With a Copy to:

David A. Alskog
Livengood, Fitzgerald & Alskog, PLLC
PO Box 908
Kirkland, WA 98083-0908
425-822-9281

To the City of Bellevue:

Gary Clesson
City of Bellevue
Senior Technology Architect
301 116th Ave SE
Suite 450
Bellevue, WA 98004

To the University of Washington:

Weldon Ihrig
Executive Vice President
Office of the Executive Vice President
University of Washington
306 Gerberding Hall
Box 351235
Seattle, WA 98195

Any Party may change the person(s) to be notified or the address for the notification by giving written notice of the change, in writing, to the persons then designated to receive routine notices.

34607



City of Bellevue
City Clerk's Office

CONTRACTUAL ROUTING/APPROVAL

The originating Department must complete the form, obtain the signature of the Dept. Head and route the document to the City Attorney's Office. Upon City Attorney's approval as to form, the contract is routed to the Risk Manager, the Grant Accountants Payable and the City Manager for review and approval and then to the City Clerk for Recording.

CONTRACT TITLE: General Terms and Conditions for Sharing of Fiber Optic Installation Projects
ORIGINATING DEPT: Information Technology

RECEIVED
CITY OF BELLEVUE
OCT 21 2003

FUND/DEPT/DIV: _____
(Account #'s) 92C
STAFF CONTACT: Gary Clesson, Tom Cramer
TELEPHONE: (425) 452-6899

REC NO. 34607
CITY OF BELLEVUE
DATE _____
CITY CLERK'S OFFICE

DATE October 2, 2003
DEPT HEAD SIGNATURE: _____

ROUTING PROCESS:
TO: _____
LEGAL
RISK MANAGER
CITY MANAGER (if required).....
CITY CLERK.....
RETURN TO WHOM?

SIGNATURE:
BY: [Signature]
BY: [Signature]

BY: [Signature]
BY: [Signature]
BY: MT 10/22/03

Information Technology c/o Kathy Owens
X 4396

REQUIRED INFORMATION

Incomplete form will be returned to staff contact.

Vendor #: _____ Vendor Name: _____
Expiration Date: _____ Fund / Dept / Div: _____
Type: F I P N B L O
F - formal PW B - building maint.
I - informal PW L - landscape
P - professional services O - other
N - non-professional services
Bid #: _____ Amendment: Yes No
Per Ordinance/Resolution #: 6911
Dated: Oct 20, 2003
Contract Amount: _____
CC File Locator: 03-641 Tax ID: _____

Contract Description: An interlocal agreement between the City of Bellevue, City of Kirkland, University of Washington, and Lake Washington School District. The agreement outlines how the parties will work together on fiber optic projects for the benefit of all the parties.

RECEIVED
OCT 22 2003
CITY MANAGERS OFFICE



CONTRACTUAL ROUTING/APPROVAL

The originating Department must complete the form, obtain the signature of the Dept. Head and route the document to the City Attorney's Office. Upon City Attorney's approval as to form, the contract is routed to the Risk Manager, the Grant Accountant, Accounts Payable and the City Manager for review and approval and then to the City Clerk for Recording.

CONTRACT TITLE: FIBER OPTIC INTERLOCAL

ORIGINATING DEPT: ITD

FUND/DEPT/DIV:
(Account #'s)

STAFF CONTACT:
Gary Clesson
TELEPHONE:
x5899

DATE: December 03, 2003

DEPT HEAD SIGNATURE: [Signature]

ROUTING PROCESS:

- TO:
- LEGAL
- RISK MANAGER
- ~~GRANT ACCOUNTANT (if applicable)~~
- ACCOUNTS PAYABLE
- CITY MANAGER (if required)
- CITY CLERK
- RETURN TO WHOM?

SIGNATURE:

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: MT 12/8/03

INFORMATION TECHNOLOGY c/o Kathy Owens, x4396

REQUIRED INFORMATION

Incomplete form will be returned to staff contact.

Vendor #: _____

Vendor Name: _____

Expiration Date: _____

Fund / Dept / Div: _____

Type: F I P N B L O

Bid #: _____ Amendment: Yes No

F - formal PW
I - informal PW
P - professional services
N - non-professional services
B - building maint.
L - landscape
O - other

Per Ordinance / Resolution #: 6911

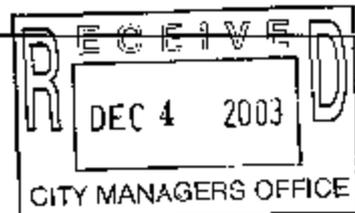
Dated: _____

Contract Amount: _____

CC File Locator: 03-544

Tax ID: _____

Contract Description: Interlocal agreement between the City of Bellevue, City of Kirkland, University of Washington, and Lake Washington School District for sharing fiber optic installation projects.



ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6911

A RESOLUTION authorizing the City Manager or designee to execute an Interlocal Agreement with the City of Kirkland, University of Washington, and the Lake Washington School District for sharing fiber optic installation projects.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or designee is authorized to execute, on behalf of the City, an Interlocal Agreement with the City of Kirkland, University of Washington, and the Lake Washington School District for sharing fiber optic installation projects, a copy of which has been given Clerk's Receiving No. 34607.

Passed by the City Council this 20th day of October, 2003, and signed in authentication of its passage this 20th day of October, 2003.

(SEAL)

Connie B. Marshall
Connie B. Marshall, Mayor

Attest:

Myma L. Basich
Myma L. Basich, City Clerk