

**Community Connectivity Consortium  
Project Agreement 64**

<b>City of Bellevue 450 110<sup>th</sup> Ave NE Bellevue, WA 98009</b>	<b>City of Kirkland 123 Fifth Ave Kirkland, WA 98033</b>	<b>City of Renton 1055 S Grady Way Renton, WA 98057</b>
<b>City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188</b>	<b>University of Washington 4545 15<sup>th</sup> Ave NE Seattle, WA 98105</b>	

**Provide pathway, conduit and fiber to connect the SW Grady Way and Interurban Ave South meet me point in the City of Tukwila to Sabey Data Center Campus in the City of Tukwila.**

**Addendum to the  
Community Connectivity Consortium's  
Project Agreement Template Policy**

*1st of 3 ORIGINALS*

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***I. Project Description***

**A. Project Number**

64

**B. Project Name**

Connect the Fun Center and Sabey Data Center Campus.

**C. Project Description**

Provide a 288 count fiber optic cable for Consortium member use as a segment in the Consortium's Ring Around the Lake goal and install a 72 strand count fiber optic backbone cable for the exclusive use of the City of Tukwila from SW Grady Way/Interurban Ave S north on Interurban to South 133<sup>rd</sup> Street, west on South 133<sup>rd</sup> Street to South 120<sup>th</sup> Place and East Marginal Way and Sabey Data Center as generally illustrated in Exhibit A (Route Illustration).

**D. Lead Agency / Project Manager**

City of Bellevue

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

**E. Participating Agencies**

City of Bellevue  
City of Kirkland  
City of Renton  
City of Tukwila  
University of Washington

***II. Physical Description of Project***

**A. Project Route** (see Exhibit A)

Segment A: From the City of Tukwila manhole located in the traffic triangle on the east side of the intersection of Interurban Avenue South and SW Grady Way continue north in City of Tukwila conduit to 4x4 pull vault at the intersection of Interurban Avenue South and South 143<sup>rd</sup> Street.

Segment B: Continuing north on Interurban Avenue South to the intersection of Interurban Avenue South and South 133<sup>rd</sup> Street, turning west on South 133<sup>rd</sup> Street until the road transitions to East Marginal Way; continue in City of Tukwila conduit to the City of Tukwila manhole approximately 200 feet south of South 120<sup>th</sup> Street adjacent to the Sabey Data Center Campus property, entering Building 2.

Total estimated project length is approximately 25,000 feet.

## **B. Points of Demarcation**

Existing City of Tukwila TA-25 on the east side of Interurban Avenue South on the west side of the traffic island on the east side of the intersection of Interurban Avenue South and Southwest Grady Way; City of Tukwila manhole east of Building 2, Sabey Data Center – Intergate West.

## **C. Facilities to be Used, Owners and Managers**

Facilities to be used on this project are the existing underground pathway and conduit systems owned by the City of Tukwila, along with modifications and additions specified herein. All upgrades to conduit systems installed on City property and in the City right of way will be owned and maintained by the City where the modifications are installed.

## **D. Project Specifications and Scope of Work**

This project and all Work performed hereunder shall meet all requirements of the City of Tukwila Public Works Department Standards, including traffic control plans, street use permits, waiver of existing underground ordinance, city and county business license requirements, and any other applicable requirements, as appropriate. All improvements made in the right of way shall become an asset of the City of Tukwila.

Note: All construction instructions are subject to conditions that may not be known before proofing/locates are completed. The contractor performing the Work hereunder is responsible for all project conditions.

## **Route Preparation**

- **Work to be done during normal working hours:**

**Project Route:** Obtain the required permits and permissions before proceeding with the work.

- Using City of Tukwila provided drawings, the City will locate and install the following three (3) new 4' x 4' vaults, to City of Tukwila Public Works specifications and standards:
- The first vault/fiber storage location is approximately 700 feet north of the beginning City of Tukwila TA-25 located at Interurban Ave S and SW Grady Way, adjacent to the traffic cabinet at SW Grady Way
- The second vault/fiber storage location is approximately 1,500 feet north of the beginning TA-25, noted above, at SW Grady Way and Interurban Avenue South.

- The third vault shall be located approximately 6,300 feet north of the beginning TA-25 located at SW Grady Way and Interurban Avenue South, at 140th.
- The fourth vault will be installed as a part of this work and shall be located approximately 7,500 feet north (at South 140th St.) of the beginning City of Tukwila TA-25 at SW Grady Way and Interurban Avenue South.
- Project route has not been proofed. The Contractor performing the Work hereunder shall assume responsibility for proofing all conduit, handholds, pull boxes and vaults to be used by this project.

### **Infrastructure Improvements**

- **Work to be done during normal working hours:**
  1. Install one new manhole described as manhole number 4 above, placed adjacent to the city's 4" conduit. Uncover the city conduit and insert two 90 degree sweeps connected to the existing conduit, into the manhole. All work must be coordinated with the City of Tukwila, including specific placement of the manhole. The Contractor will contact Mr. Scott Bates, 206.571.6302, City of Tukwila Public Works Department, for specific placement instructions before beginning any work.
  2. Two manholes located at station 50 on McLeodUSA drawing sheet 21, have been paved over and will need to be uncovered and raised to road level as per the City of Tukwila Public Works requirements.

### **Underground Fiber Placement**

- **Work to be done during normal working hours:**
  1. Installation shall conform to generally accepted, industry standards.
  2. All fiber optic cable provided for this project shall meet the requirements of long haul, full spectrum, low water peak fiber including ITU-T G.652.
  3. All cabling will be labeled, as noted below, with UASI Project data and emergency contact information. The Contractor shall attach a weather-resistant, bright orange label with black machine generated lettering to each cable (288 and 72 strand) at each access point along the route reading:

288 Strand Cable  
**Purchased with 2010 UASI Funds**  
**Grant # E14-118**  
**Fiber Optic Cable**  
**Contact: City of Bellevue IT**  
**425.452.2886**

72 Strand Cable  
**Fiber Optic Cable**  
**Contact: City of Tukwila**  
**206-465-2062**

4. Fusion splices along the route shall be performed such that there are no breaks in the Consortium strands and that all Consortium strands are continuous between the identified points of demarcation.
5. Install four one inch, smooth wall, orange/blue innerduct with toneable mule/pull cord in City of Tukwila owned conduit designated by Mr. Scott Bates, 206.571.6302, City of Tukwila Public Works Department. There are multiple city owned conduits. The city will designate the appropriate conduit for use with this project. Four (4) one (1) inch innerduct will run the entire length of the project.
6. Install a 288 strand count OSP, single mode, full spectrum, loose tube, fiber optic cable meeting the requirements of ITU G652 and specifically meet ITU G652.D *Attributes for Zero Water Peak full spectrum Optical Cable*. The fibers shall support the transmission of wavelengths for Coarse Wavelength Division Multiplexing (CWDM) as defined in ITU G694.2. At each vault along the route, leave a 200 foot service loop for future access, maintenance and future splicing.
7. Install a 72 strand, single mode fiber optic cable, provided by the City of Tukwila, in separate innerduct along the project route leaving the identical service loops as with the 288 strand cable using the route specified above.

## Fiber Terminations and Splicing

- **Work to be done during normal working hours:**

**Important Note:** Confirm all splice details prior to undertaking any work in this section.

The items below will be detailed in a separate splice document. Where appropriate, each participating agency has provided the splice details for the fibers assigned in **E. Fiber Apportionment** below. Any splice diagrams/tables/details will be consistent with paragraph E. below and are noted in paragraph **F. Fiber Splice Details** below.

1. The TA-25 vault location adjacent at SW Grady Way and Interurban South is the starting point for this project. Install a water proof, sealed splice case of sufficient size to accommodate splicing 216 existing fiber optic strands to the newly installed 288 strand fiber optic backbone. Specific splice instructions are noted below. All splicing shall use the fusion method of splicing and shall be tested from the manhole meet me point at the Sabey Data Center campus, Tukwila through to the backbone end point at Coal Creek Parkway and Factoria Boulevard, Bellevue using fiber optic testing industry standards, acceptable to the Consortium. Label the splice case:

### **Community Connectivity Consortium**

**Purchased with 2010 UASI Funds**

**Grant # E14-118**

**Contact: City of Bellevue IT**

**425.452.2886**

**Contact must be made 24 hours prior to opening.**

Label shall be machine generated and water/weather resistant, attached with adhesive appropriate for the application.

2. At the City of Tukwila vault adjacent to Building 2, Sabey Data Center, splice a 48 strand SM cable into the Consortium's 288 strand backbone, as shown in the project splice table attached as Exhibit B to this agreement, leaving a service loop of 200 feet of both cables for future splicing. Install an appropriately sized splice case, labeled as noted above, to accommodate a future 288 strand fiber optic cable run going north.
3. The 72 strand cable shall be left unterminated in the City's manhole adjacent to Building 2, Sabey Data Center. This cable will also be left unterminated in the originating manhole at SW Grady Way and Interurban Avenue South.
4. Test procedures shall follow industry standards, specifically TIA/EIA-455 and shall be submitted to the Consortium for approval prior to final invoicing. Test results shall be submitted on DVD. Testing shall be coordinated with the Consortium such that all splices are tested.
5. Additional splice section requirements may be added to this Agreement by an addendum after the fiber topology and fiber count and ownership have been fully negotiated.

## **E. Fiber Apportionment**

One 288 count single-mode fiber optic cable will be installed for Consortium member use.

Fiber allocation will be as follows:

1. Fibers 1 - 12 (12 fibers) will be owned and maintained by the City of Tukwila.
2. Fibers 13 - 72 will be held in trust by the Consortium for future use of Consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.
3. Fibers 73 - 78 (6 fibers) will be owned and maintained by the City of Bellevue.
4. Fibers 79 - 80 (2 fibers) will be owned and maintained by the City of Renton.
5. Fibers 81 - 108 (28 fibers) will be held in trust by the Consortium for future use of Consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.
6. Fibers 109 - 120 (12 fibers) will be owned and maintained by the University of Washington.
7. Fibers 121 - 132 (12 Fibers) will be held in trust by the Consortium for future use of Consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.
8. Fibers 133 - 134 (2 Fibers) will be owned and maintained by the City of Kirkland.
9. Fibers 135 - 288 (154 Fibers) will be held in trust by the Consortium for future use of Consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.

One 72 count single-mode fiber optic cable, provided by the City of Tukwila, will be installed.

1. Fibers 1 - 72 will be owned and maintained by the City of Tukwila.

**F. Fiber Splice Details**

Splice details will be attached as Exhibit B of this agreement at a future date after approval of the project members.

**III. Project Budget**

**A. Construction Budget**

Estimated Construction Budget

Item Description	Quantity	Price	Extended
72 count Single Mode Fiber Optic Cable (to be supplied by the City of Tukwila)	25,000 ft.	\$ .00	\$0
288 count Single Mode Fiber Optic Cable (+20% slack)	25,000 ft.	\$5.00	\$125,000
Four 1" inner duct within Tukwila on Interurban Ave S.	100,000 ft.	\$0.50	\$50,000
One 4'x4' TA-25 vault, installed to city standards	1 each	\$20,000	\$20,000
Two manhole risers, installed to city standards	2 each	\$2,500	\$5,000
Consumables, bonds, misc.	1 each		\$4,530
Toneable Mule Tape	25,000 ft.	\$ 0.75	\$18,750
Fiber Installation Labor	25,000 ft.	\$ 1.50	\$67,500
Flagging Costs	1 each		\$10,500
Splicing and Termination Materials and Labor	4	\$ 2,500	\$10,000
Allowance for unanticipated work	10%		\$39,000
Tax		9.5 %	\$34,323
<b>Total</b>			<b>\$395,613</b>

**B. Construction Cost Apportionment**

Construction Cost Apportionment Table

Participating Agency	Cost
City of Bellevue (2010 UASI Grant Funding)	\$395,613
<b>Total</b>	<b>\$395,613</b>

**C. In-Kind Asset Contributions**

In-Kind Asset Contribution Table

Participating Agency	Cost
City of Bellevue (Project Management)	\$65,000
City of Tukwila, 25,000' 72 strand fiber Cable	\$81,250
City of Tukwila, 5 miles conduit	\$400,000
City of Bellevue, 2010 UASI Grant Funding	\$395,613



Total	\$941,863
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**D. Maintenance Responsibilities and Costs, including Ongoing Maintenance and Responsibilities for Repairs and Relocations.**

Expected future maintenance of project facilities has been broken down into the categories below. If a maintenance issue arises that is not listed below, those costs will be proportionately split based on fiber ownership in each fiber segment by the participating agencies.

**Splice Case Access**

Access to Consortium splice cases *must* be preceded by notification to the Consortium, 48 hours in advance of the opening, at 425.452.2886.

**Locates**

Each participating agency agrees to perform or pay for all locates required and requested through Underground Utilities Locate Center (UULC) for the fiber and conduit installed as a result of this agreement that is on property owned by the affected City, in the City right-of-way and in the right-of-way in potential annexation areas.

**Relocation**

The cost of any and all relocations will be borne by the parties to this agreement. Cost shall be apportioned based on the percent of fiber owned by each Participating Agency.

**Repairs/Breaks**

The jurisdictions within which fiber optic cables are installed pursuant to this Agreement shall be responsible for immediate and timely repair of all breaks or outages of the subject fiber. The Community Connectivity Consortium and/or the City of Tukwila shall contract with a competent and qualified vendor to provide 7x24x365, four-hour response to any fiber breaks/outages that happen on the fiber segments subject to this agreement.

The Community Connectivity Consortium and/or the City of Tukwila will determine cost apportionment of costs of repair using a formula based on the percentage of fiber owned by each Participating Agency to this agreement. Upon completion of the repair, the Community Connectivity Consortium and/or the City of Tukwila shall invoice each Participating Agency for their share of costs.

#### **IV. Apportionment of Liability**

During construction, the Contractor shall be responsible for the project work and the project site. In the event that the project work causes or contributes to any harm, damage, injury or loss to any person or property, whether during construction or after completion of the project, each party shall be responsible as set forth in Section VI, Indemnification and Limitation of Liability, of the Consortium Project Agreement Template Policy (adopted Feb. 2, 2012).

Each Participating Agency to this agreement shall ensure that the Participating Agency and all persons performing the Work, including without limitation project suppliers and subcontractors, maintain in effect at all times during the Work, coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Lead Agency or contracting party shall furnish to Participating Agencies such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Participating Agencies may request.

Each Participating Agency shall maintain in full force and effect throughout the term of this Agreement, a minimum of One Million Dollars (\$1,000,000) liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, the participating agency may self-insure against such risks in such amounts as are consistent with good utility practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW which shall provide liability coverage to the Participating Agency for the liabilities contractually assumed by the Participating Agency in this Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any of the Work, each Participating Agency shall furnish the other Participating Agencies, upon request, with a Certificate of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverage's and limits are in full force and effect.

#### **V. Project Schedule**

<b>Task</b>	<b>Target Completion Date</b>
Circulate and sign copies of the Project Agreement-	May 2014
Trench and install conduit and vault	Summer 2014
Prep conduit and install fiber and toneable tape	Fall 2014
Terminate and splice fibers	Fall 2014

#### **VI Changes or Addenda to Project Agreement Template Policy**

This Agreement shall run concurrent with and be considered an attachment to the Project Agreement Template Policy document and supersedes the Policy document to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of the Project Agreement Template Policy document.

## Approvals

IN WITNESS WHEREOF, the parties hereto have executed this Fiber Optic Project Agreement on the respective dates indicated below.

\_\_\_\_\_  
Date  
Denis Law  
Mayor  
City of Renton

*BL*  
*JH*  
*Jim Haggerton 6-23-14*  
\_\_\_\_\_  
Date  
Jim Haggerton  
Mayor  
City of Tukwila

\_\_\_\_\_  
Date  
Roland Rivera  
Director, Network Strategy and Telecommunications  
Information Technology  
University of Washington

\_\_\_\_\_  
Date  
Kirk Triplett  
City Manager  
City of Kirkland

\_\_\_\_\_  
Date  
Brad Miyake  
City Manager  
City of Bellevue

Approved as to Form:

\_\_\_\_\_  
City Attorney

Approved as to Form:

*Paula J. Dwyer*  
\_\_\_\_\_  
City Attorney - *Special Counsel*

Approved as to Form:

\_\_\_\_\_  
City Attorney

Approved as to Form:

\_\_\_\_\_  
City Attorney

# Appendix A

## Project Route Map



12-028(a)

**RECEIVED**

AUG 21 2013

TUKWILA  
PUBLIC WORKS

**Consortium Project Agreement 65**

<b>King County</b> 401 Fifth Ave., Suite 600 Seattle, WA 98014	<b>City of Renton</b> 1055 S Grady Way Renton, WA 98057	<b>City of Tukwila</b> 6200 Southcenter Blvd. Tukwila, WA 98188
<b>City of Kirkland</b> 123 Fifth Ave Kirkland, WA 98033	<b>City of Bellevue</b> 450 110 <sup>th</sup> Ave NE Bellevue, WA 98009	<b>University of Washington</b> 4545 15 <sup>th</sup> Ave NE Seattle, WA 98105

**Provide for the design and installation of fiber optic cabling between Rainier Ave S & SW 7<sup>th</sup> St, Renton, Washington and Interurban Ave & SW Grady Way, Tukwila, Washington.**

**An Addendum to the  
Community Connectivity Consortium's  
Project Agreement Template Policy**

1st of 2 ORIGINALS

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## ***I. Project Description***

### **A. Project Number**

65

### **B. Project Name**

Consortium Backbone Rainier Ave, Renton to Interurban Ave, Tukwila.

### **C. Project Description**

Provide a 288 strand fiber optic cable from Southwest 7<sup>th</sup> Street and Rainier Avenue South in Renton, through Southwest 7<sup>th</sup> Street, Powell Avenue Southwest, and Southwest Grady Way to the intersection of State Route 181, also known as West Valley Highway, and Southwest Grady Way (known as the Fun Center.), as generally illustrated in Exhibit A (Route Illustration).

### **D. Lead Agency / Project Manager**

King County

### **E. Participating Agencies**

King County Metro Transit  
City of Renton  
City of Tukwila  
City of Bellevue  
City of Kirkland  
University of Washington

## ***II. Physical Description of Project***

### **A. Project Route**

- From a cabinet at SW 7<sup>th</sup> Street and Rainier Ave. S to a traffic control pedestal at the intersection of SW 7<sup>th</sup> Street and Powell Ave. SW,
- Turning South on Powell Ave. SW to a TA-25 vault at SW Grady Way,
- Continuing West on SW Grady Way to a vault at Oaksdale Ave. SW,
- Continuing West on SW Grady Way to a vault at the eastern end of the SW Grady Way elevated crossing of the railroad right of way,
- Continuing West on the elevated crossing to a vault at the western end,
- Continuing West to a City of Tukwila TA-25 vault at the NE corner of the intersection of SW Grady Way and SR181.

### **B. Points of Demarcation**

- Traffic cabinet on the west side of Rainier Ave S at SW 7<sup>th</sup>, Renton, Washington.
- TA-25 vault on the eastside of Interurban Ave at SW Grady Way, Tukwila, Washington

### **C. Facilities to be Used, Owners and Managers**

- City of Renton existing underground conduit including all vaults, hand holds and traffic signal cabinets necessary to the installation of the fiber optic cable.
- City of Tukwila existing underground conduit and vault system.
- All upgrades to conduit systems installed on City of Tukwila property and in City of Tukwila right of way will be owned and maintained by City of Tukwila where the conduit system is installed.
- All upgrades to conduit systems installed on City of Renton property and in the City right of way will be owned and maintained by the City of Renton where the conduit system is installed.

#### **D. Project Specifications and Scope of Work**

This project shall meet all the requirements of King County IT Department, the City of Renton Public Works Department, and the Tukwila Public Works Department, i.e. traffic control plans, street use permits, waiver of existing underground ordinance, city and county business license requirements, etc.

#### **Route Preparation**

- **Work to be done during normal working hours:**

Inventory and proof the route described above in **A. Project Route** from a newly installed traffic pedestal on the west side of Rainier Ave at 7<sup>th</sup> to an existing City of Tukwila TA-25 vault on the eastside of Interurban Ave at SW Grady Way.

King County, as project manager, is responsible for all route improvements including but not limited to handhold replacement, vault installations/replacements, and conduit repair for the route as described.

Note: All construction instructions are subject to conditions that may not be known before proofing/locates are completed. However, the contractor is responsible for knowing all project conditions.

#### **Underground and Aerial Fiber Placement**

- **Work to be done during normal working hours:**

1. Fiber will be installed to King County IT standards.
2. All cabling will be labeled with the UASI Project data and emergency contact information.
3. Project will install a 288 strand, single mode, all wave, full spectrum cable along the specified route.
4. Fusion splices along the route such that there are no breaks in the Consortium strands and that all Consortium fibers are continuous strands between the identified points of demarcation.
5. Attach an orange label with black lettering to the 288 count SM fiber cable at each access point reading:

**Purchased with 2010/UASI Funds  
Grant No. 2010-SS-T0-0084.  
Fiber Optic Cable  
King County IT @ 206.263.7000**



6. Where toneable medium does not already exist in the conduit, provide and install toneable mule tape along the fiber cable in the underground such that future locates can identify the path of the conduit. In hand holes and vaults where the mule tape is not continuous splice the conductors together using water and corrosion resistant splicing crimps and secure the mule tape such that it cannot be pulled into the open conduit end.

## Fiber Terminations and Splicing

- **Work to be done during normal working hours:**

**Important note:** Confirm all splice details prior to undertaking any work under this section.

The items below will be detailed in a separate splice document. Where appropriate, each participating agency will provide the splice details for the fibers assigned to them in **E. Fiber Apportionment** below. Additions to the Fiber Terminations and Splicing section of this document must be specific to fiber splicing and termination and shall not alter or amend the terms of any other portion of this document.

1. At the City of Tukwila TA-25 on the eastside of Interurban Ave leave a 100' service loop with strands 73 through 288 unterminated. Termination of these strands will take place in a future, separate agreement.
2. At the traffic pedestal on the west side of Rainier Ave, a 100' slack loop shall be left for future splicing of strands 73 through 288 to a cable coming from a City of Renton manhole at SW 7<sup>th</sup> and Talbot. The first 72 strands shall be owned by King County.

*Note: more splice sections may follow detailing splices to the owner agencies when the fiber topology and fiber count and ownership has been fully negotiated.*

## E. Fiber Apportionment

One 288 count single-mode fiber optic cable will be installed along the entire above described route. The following table is for illustrative purposes only to detail initial fiber distribution among project agreement participants. Actual strand assignments will be determined through the splice tables and be dependent upon existing fiber splice connections.

1. Fibers 1 - 72 (72 fibers) will be owned and maintained by King County.
2. Fibers 73 - 78 (6 fibers) will be owned and maintained by the City of Bellevue.
3. Fibers 79 - 80 (2 fibers) will be owned and maintained by the City of Renton
4. Fibers 81 - 108 (28 fibers) will be held in trust by the consortium for the future use of current or future consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.
5. Fibers 109 - 132 (24 fibers) will be owned and maintained by the University of Washington.
6. Fibers 133 - 134 (2 fibers) will be owned and maintained by the City of Kirkland.
7. Fibers 135 - 288 (154 fibers) will be held in trust by the consortium for the future use of current or future consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.

### III. Anticipated Project Budget

#### A. Construction Budget

Estimated Construction Budget

Item Description	Quantity	Price	Extended
Provide 288 single mode fiber optic cable strands from a traffic control cabinet on the west side of Rainier Ave S. at SW 7 <sup>th</sup> St, Renton to a TA-25 on the eastside of Interurban Ave at SW Grady Way, Tukwila. Project includes all necessary infrastructure improvements necessary to complete the described route.	1	1	\$320,000.00
Tax		9.8 %	\$31,360.00
Total			\$351,360.00

#### B. Construction Cost Apportionment

Construction Cost Apportionment Table

Participating Agency	Cost
UASI Grant Funds	\$ 120,000.00
King County, dedicated fiber strand costs	231,360.00
Total	\$ 351,360.00

#### C. In-Kind Asset Contributions

In-Kind Asset Contribution Table

Contribution Type and Agency	Value (est.)
UASI Grant Administration/Project Mgmt – City of Bellevue	\$10,000
Conduit 10,000 feet in length – City of Renton	\$500,000
Project Planning, Design Project Mgmt – King County	\$ 50,000
Conduit/Infrastructure – City of Tukwila	\$ 15,000
Total In-Kind Contributions	\$575,000
Project Funding (see para B, above)	\$351,360
Estimated Total Project Valuation	\$926,360

#### **D. Maintenance Responsibilities and Costs, including Ongoing Maintenance and Responsibilities for Moves.**

Expected future maintenance has been broken down into the categories below. If a maintenance issue arises that is not listed below, those costs will be proportionately split based on fiber ownership in each fiber segment by the participating agencies.

##### **Locates**

The City of Renton, City of Tukwila and King County agree to perform or pay for all locates required and requested through Underground Utilities Locate Center (UULC) for the fiber and conduit installed as a result of this agreement that is on property owned by the City/County, in the City/County right-of-way and in the right-of-way in potential annexation areas.

##### **Relocation**

Any and all relocations will be borne by the parties to this agreement. Cost shall be apportioned based on the percent of fiber owned by each participating agency.

##### **Repairs/Breaks**

The Community Connectivity Consortium and King County shall be responsible for immediate and timely repair of all breaks or outages of fiber in the project agreement. The Community Connectivity Consortium and King County shall contract with a competent and qualified vendor to provide 7x24x365, four hour response to any fiber breaks/outages that happen on the fiber segments in the agreement.

The Community Connectivity Consortium or King County will determine Cost Apportionment using a formula based on the percentage of fiber owned by each partner to this agreement. Upon completion of the repair, the Community Connectivity Consortium or King County shall invoice each partner for their share of costs.

#### **E. Payment for project work**

This project agreement covers the purchase of 216 strands of single mode, all wave fiber for exclusive use of the Community Connectivity Consortium. Using UASI grant funding, the City of Bellevue will purchase 216 strands from King County upon the successful completion of the F-Line project as described in this agreement. Successful completion shall mean the complete installation, testing and delivery of complete as-built documents, test results and project acceptance by King County from the contractor.

#### **IV. Apportionment of Liability**

During construction, the Contractor shall be responsible for the project work and the project site. In the event that the project work causes or contributes to any harm, damage, injury or loss to any person or property, whether during construction or after completion of the project, each party shall be responsible as set forth in Section VI, Indemnification and Limitation of Liability, of the Consortium Project Agreement Template Policy (adopted Feb. 2, 2012).

Each participating agency to this agreement shall ensure that the participating agency and all persons performing the Work, including without limitation project suppliers and subcontractors, maintain in effect at all

times during the Work, coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Lead Agency or contracting party shall furnish to Participating Agencies such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Participating Agencies may request.

Each Participating Agency shall maintain in full force and effect throughout the term of this Agreement, a minimum of One Million Dollars (\$1,000,000) liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, the Participating Agency may self-insure against such risks in such amounts as are consistent with good utility practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW which shall provide liability coverage to the Participating Agency for the liabilities contractually assumed by the Participating Agency in this Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any of the Work, each Participating Agency shall furnish Participating Agencies, upon request, with a Certificates of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverage's and limits are in full force and effect.

**V. Project Schedule**

<b>Task</b>	<b>Target Completion Date</b>
Circulate and sign copies of the project PA	July 2013
Award Contract/Obtain permits	July 2013
Prep conduit and install fiber and toneable tape	July 2013
Terminate and splice fibers	August 2013

**VI Changes or Addenda to Project Agreement Template Policy**

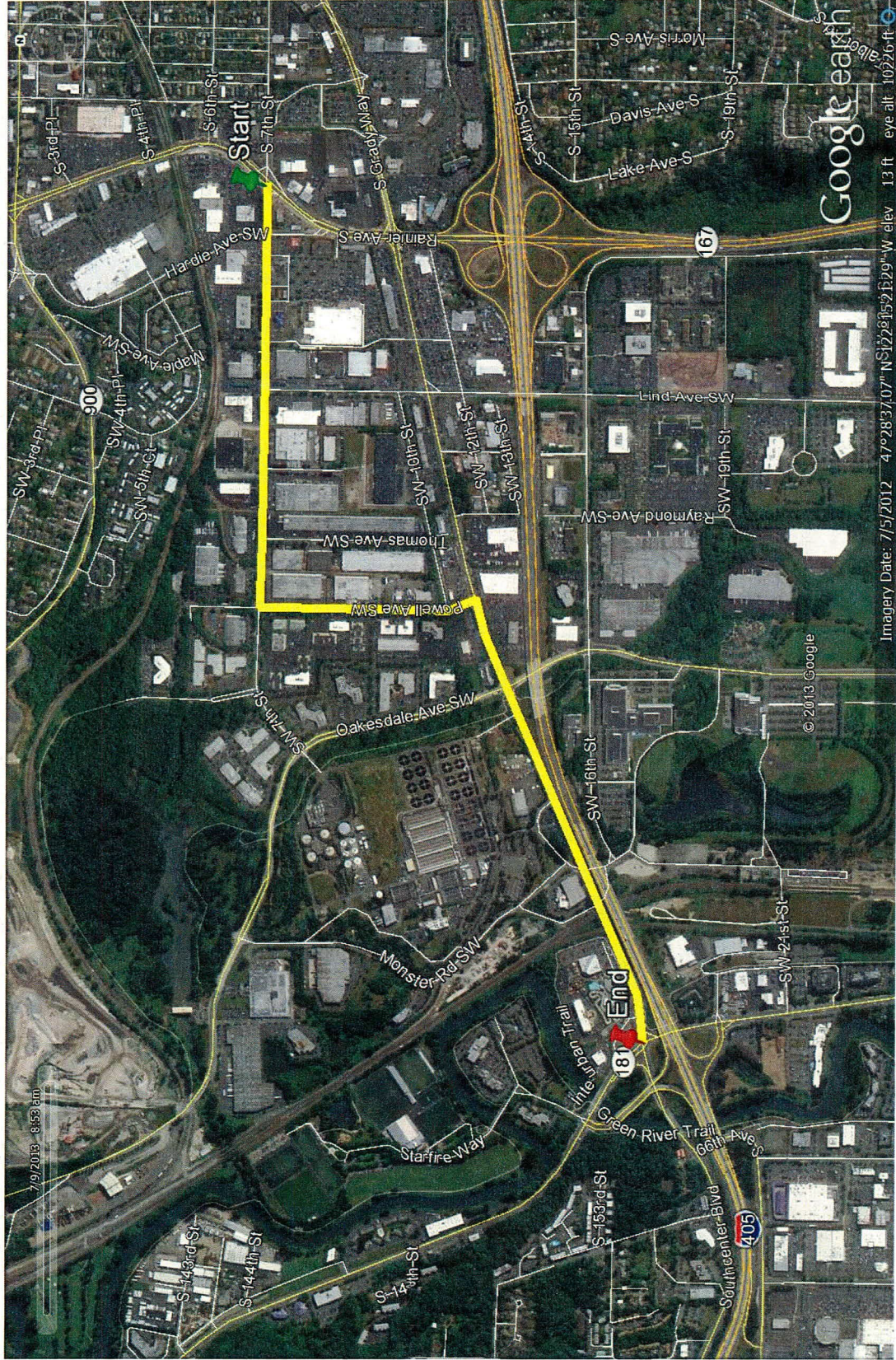
This Agreement shall run concurrent with the Project Agreement Template Policy document. This document may supersede the Project Agreement Template Policy document to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of the Project Agreement Template Policy document.

**Approvals**

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the respective dates indicated below.



# Project Agreement 65



## INTERLOCAL AGREEMENT ESTABLISHING THE COMMUNITY CONNECTIVITY CONSORTIUM

THIS AGREEMENT ("Agreement") is entered into among the following public agencies organized under the laws of the State of Washington, hereinafter referred to as the "Members" which are parties signatory to this Agreement: (1) City of Bellevue; (2) City of Kirkland; (3) Lake Washington School District; (4) University of Washington; (5) Bellevue College; (6) Bellevue School District; (7) King County Public Hospital District No. 2 d/b/a Evergreen Healthcare; (8) City of Federal Way; (9) City of Renton; (10) Renton School District; (11) City of Seattle; (12) City of Algona; (13) City of Auburn; (14) City of Kent; (15) City of Pacific; (16) City of Puyallup; (17) City of Tukwila; (18) Valley Communications Center (collectively, the "Parties"). This Agreement shall take effect upon the signature of nine (9) or more of the Parties to this Agreement.

This AGREEMENT replaces the previous Interlocal Agreement: General Terms and Conditions for Sharing Fiber Optic Installation Projects, which took effect on December 6, 2003 ("Fiber Interlocal"), except for the limited purposes set forth in Section 5 of this Agreement.

This Agreement is being made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and pursuant to the authority granted for formation of public corporations in RCW 35.21.730 through 35.21.759, and has been authorized by the legislative body of each jurisdiction signing this Agreement.

### RECITALS

**Whereas** the University of Washington, Lake Washington School District, City of Kirkland and City of Bellevue signed Interlocal Agreement: General Terms and Conditions for Sharing Fiber Optic Installation Projects, effective December 6, 2003 ("Fiber Interlocal") for the purpose of outlining how the parties will work together on fiber optic projects for the benefits of all the participating parties and established the original backbone of the Fiber Consortium network through contributions of budget, fiber assets, conduit, right of way and staff expertise; and

**Whereas** Evergreen Healthcare, Bellevue School District, City of Renton, Renton School District, Bellevue College, City of Seattle and City of Federal Way have signed the Fiber Interlocal and the joining amendments were fully executed by the participating parties; and

**Whereas** all projects to be completed under the Fiber Interlocal were required to have a Fiber Optic Project Agreement signed by all participating parties specifying lead agency and participant roles, project schedule, budget, route, fiber allocation and ownership, points of demarcation, maintenance responsibilities, and other details of each project; and

**Whereas** projects completed under a Fiber Optic Project Agreement defines the Fiber Consortium network, which is separate from each participating parties' networks unless transfers of a party's fiber assets were executed through a Fiber Optic Project Agreement; and

**Whereas** the growing Fiber Consortium network with additional agencies in the process of joining and executing more projects has become cumbersome to manage under the current structure. The City of Algona, City of Auburn, City of Kent, City of Pacific, City of Puyallup, City of Tukwila, and Valley Communication Center have approved joining the Consortium and executed a joining Fiber Optic Agreement; and

**Whereas** the members of the Fiber Consortium network are seeking grant opportunities to fund expansion to serve members' needs and has been successful in recent grant programs and thus the fiscal, administrative and project oversight responsibilities require more structure; and

**Whereas** the forming of this Consortium pursuant to RCW 39.34.030 and RCW 35.21.730 through 35.21.759 will provide the additional structure that is required; and

**Whereas** the rights established for each participant in each Fiber Optic Project Agreement shall not terminate with the replacement of the Fiber Interlocal.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. ESTABLISHMENT OF THE CONSORTIUM

The purpose of this Agreement is to create the Community Connectivity Consortium ("Consortium"). The Consortium shall be created as a separate legal entity as authorized by RCW 39.34.030 and shall be a public corporation pursuant to RCW 35.21.730 through 35.21.759. Upon approval and execution of this Agreement and approval of the form of the Consortium Charter by nine (9) members, the Consortium Charter shall be adopted by Ordinance by the City of Kirkland and then executed and issued by the City of Kirkland.

II. PURPOSE

The mission of the Consortium is to create a vibrant and competitive region by providing connectivity services to meet the needs of our community institutions – hospitals, universities, schools and government agencies. The Consortium shall have the following purposes:

- A. Create a regionally coordinated, open-access network that leverages the assets and resources of the members using strategic opportunities to provide low-cost, stable, robust, efficient connectivity services to members and their communities.



- B. Ensure the network infrastructure remains free of encumbrance and can be used for innovative opportunities by members.
- C. Develop and enhance working relationships among members and explore ways to the use the network collaboratively to make our community a better place to live, work and play by sharing risks and rewards equitably.
- D. Explore public/private partnerships to the benefit of the members and member communities.
- E. Achieve economies of scale through collaboration and coordination of projects and investments.
- F. Balance current needs with future needs in decision making to achieve lower long-term costs.

### III. PARTIES TO AGREEMENT

Each Party to this Agreement certifies that it intends to and does contract with all other Parties who are signatories of this Agreement and, in addition, with such other Parties as may later be added to and become signatories of this Agreement. Each current and all future signatories to this Agreement shall be considered Parties hereto so long as the signatory is a Voting Member of the Consortium.

### IV. MEMBERSHIP/MEETINGS

Membership in the Consortium shall be limited to government agencies authorized to become signatories to an Interlocal Agreement as authorized by RCW 39.34.030, and who contribute assets, resources, and/or shared services for the benefit of Members. The addition of new Members shall be subject to the approval of a simple majority of the Consortium Board, as established by the Consortium, to manage its operations.

### V. GENERAL PROVISIONS

- A. Duration: This Agreement shall commence upon full execution and continue to remain in existence as long as it has Consortium Members.
- B. Work Product/Confidentiality: All work product including records, data, information, documents, files, designs, sketches, finished or unfinished documents or other documents, material or data produced in performance of this Agreement shall become the property of the Consortium. All such work product shall be kept confidential by all of the Consortium Members and the Member's employees and agents and shall not be made available to any individual or organization by any Consortium Member without the prior written consent of the Consortium Board or unless required pursuant to court order, the Public Disclosure Act RCW 42.56 or other applicable law.

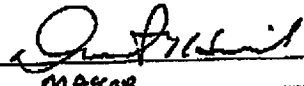
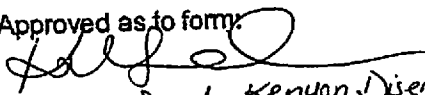
C. Termination: Upon 180 days written notice by a Consortium Member, this Agreement may be terminated and/or dissolved by a vote of  $\frac{3}{4}$  of the voting Consortium members at the next Consortium annual meeting. In the event this Agreement is terminated and/or dissolved, assets shall be distributed by the Consortium Board among Consortium Members after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the Consortium. The distribution shall be based on the following:



1. Non-cash assets contributed without charge by a Consortium member shall revert to the contributor. If the contributor is no longer a member, then the asset shall be treated as if it was acquired with Consortium funds.

2. The Consortium Board shall conduct a valuation of all remaining assets. Assets acquired, using Consortium funds, after the effective date of this Agreement shall be sold by the Consortium Board, if appropriate, and the money or asset value distributed to those members still participating in the Consortium on the day prior to the termination date. The distribution shall be apportioned by taking the percentage that a Member has contributed to the total Consortium budget over the existence of this Agreement and applying that percentage to the remainder of the assets, resulting in the amount each Member shall receive upon distribution. Assets acquired after the effective date of this Agreement by the Consortium via grant funds shall be distributed in accordance with the terms of the grant and if no such provision exists in the grant, then distributions shall be in accordance with the terms of this Agreement. A Member can elect to take an asset in lieu of money.

If the Consortium Board is unable to fulfill these duties, any such asset not so disposed of may be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Consortium is then located.

D. Miscellaneous: This Agreement constitutes the entire agreement of the parties. No provision of the Agreement may be amended or modified except by written agreement signed by at least  $\frac{3}{4}$  of all Voting Members. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest and assigns. This Agreement does not confer upon any persons other than the current and all future Parties any rights or remedies under this Agreement. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. The venue for any dispute related to this Agreement shall be King County, Washington. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. This Agreement may be executed in counterparts.

<b>CITY OF SEATTLE</b>  By: _____ Its: _____  Date: _____  Approved as to form:	<b>CITY OF ALGONA</b>  By: <u></u> Its: <u>MAYOR</u>  Date: <u>3-20-12</u>  Approved as to form: <u></u> <u>Kari L. Sand, Kenyon Disend, PLLC</u>
<b>CITY OF AUBURN</b>  By: _____ Its: _____  Date: _____  Approved as to form:	<b>CITY OF KENT</b>  By: _____ Its: _____  Date: _____  Approved as to form:
<b>CITY OF PACIFIC</b>  By: _____ Its: _____  Date: _____  Approved as to form:	<b>CITY OF PUYALLUP</b>  By: _____ Its: _____  Date: _____  Approved as to form:


<p><b>CITY OF SEATTLE</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF ALGONA</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>CITY OF AUBURN</b></p> <p>By:   Its: <u>MAYOR</u></p> <p>Date: <u>SEP 19 2011</u></p> <p>Approved as to form:</p> <p></p>	<p><b>CITY OF KENT</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>CITY OF PACIFIC</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF PUYALLUP</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>

This Agreement has been executed by each party on the date set forth below:

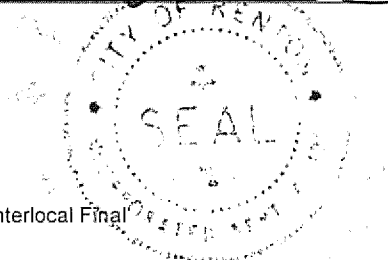
<p><b>CITY OF BELLEVUE</b></p> <p>By: <u>Brian Kimpke</u> Its: <u>Deputy City Mgr</u></p> <p>Date: <u>11-14-11</u></p> <p>Approved as to form:</p> <p><u>Norme Y. Roache</u></p>	<p><b>CITY OF KIRKLAND</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>LAKE WASHINGTON SCHOOL DISTRICT NO. 414</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>UNIVERSITY OF WASHINGTON</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>

This Agreement has been executed by each party on the date set forth below:


<p><b>CITY OF BELLEVUE</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p><b>CITY OF KIRKLAND</b></p> <p>By: <u>Just Tolett</u> Its: <u>City Manager</u></p> <p>Date: <u>11/3/11</u></p> <p>Approved as to form:</p> <p>_____</p>
<p><b>LAKE WASHINGTON SCHOOL DISTRICT NO. 414</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p><b>UNIVERSITY OF WASHINGTON</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>

<p><b>CITY OF SEATTLE</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF ALGONA</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>CITY OF AUBURN</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF KENT</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>CITY OF PACIFIC</b></p> <p>By:   Its: <u>Mayor</u></p> <p>Date: <u>9/27/11</u></p> <p>Approved as to form:</p>	<p><b>CITY OF PUYALLUP</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>

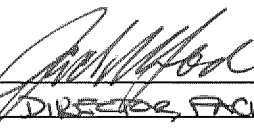

<p><b>BELLEVUE COLLEGE</b></p> <p>By: _____          Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>BELLEVUE SCHOOL DISTRICT NO. 405</b></p> <p>By: _____          Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>KING COUNTY PUBLIC HOSPITAL          DISTRICT NO. 2 d/b/a Evergreen          Healthcare</b></p> <p>By: _____          Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF FEDERAL WAY</b></p> <p>By: _____          Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p><b>CITY OF RENTON</b></p> <p>By: <u>Denis Law</u>          Its: <u>Denis Law, Mayor 9-22-2011</u></p> <p>ATTEST: <u>Bonnie I. Walton</u>          Bonnie I. Walton, City Clerk</p> <p>Approved as to form:</p> <p><u>Lawrence Warner</u></p>	<p><b>RENTON SCHOOL DISTRICT NO. 403</b></p> <p>By: _____          Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>





<p><b>CITY OF SEATTLE</b></p>  <p>By: <u>WILLIAM M. SCHRIER</u>  Its: <u>CHIEF TECHNOLOGY OFFICER</u></p> <p>Date: <u>20 October 2011</u></p> <p>Approved as to form:  <u>not required</u></p>	<p><b>CITY OF ALGONA</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>CITY OF AUBURN</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF KENT</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>CITY OF PACIFIC</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF PUYALLUP</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>

<p><b>BELLEVUE COLLEGE</b></p> <p>By: <u><i>Paul Alexander</i></u>  Its: <u>Interim President</u></p> <p>Date: <u>Aug. 12, 2011</u></p> <p>Approved as to form:</p>	<p><b>BELLEVUE SCHOOL DISTRICT NO. 405</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>KING COUNTY PUBLIC HOSPITAL  DISTRICT NO. 2 d/b/a Evergreen  Healthcare</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF FEDERAL WAY</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p><b>CITY OF RENTON</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>RENTON SCHOOL DISTRICT NO. 403</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>

<p><b>BELLEVUE COLLEGE</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>BELLEVUE SCHOOL DISTRICT NO. 405</b></p> <p>By:   Its: <u>DIRECTOR, FACILITIES/OPERATIONS</u></p> <p>Date: <u>5-OCT-11</u></p> <p>Approved as to form:</p> <p> 10/5/11</p>
<p><b>KING COUNTY PUBLIC HOSPITAL  DISTRICT NO. 2 d/b/a Evergreen  Healthcare</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>CITY OF FEDERAL WAY</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p><b>CITY OF RENTON</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>RENTON SCHOOL DISTRICT NO. 403</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>

This Agreement has been executed by each party on the date set forth below:

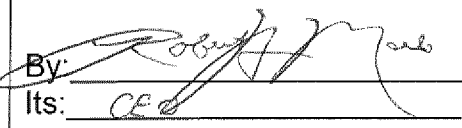
<p><b>CITY OF BELLEVUE</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p><b>CITY OF KIRKLAND</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p><b>LAKE WASHINGTON SCHOOL DISTRICT NO. 414</b></p> <p>By: <u>Chris [Signature]</u> Its: <u>Superintendent</u></p> <p>Date: <u>September 26, 2011</u></p> <p>Approved as to form:</p> <p>_____</p>	<p><b>UNIVERSITY OF WASHINGTON</b></p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>

This Agreement has been executed by each party on the date set forth below:

<b>CITY OF BELLEVUE</b>  By: _____ Its: _____  Date: _____  Approved as to form:  _____	<b>CITY OF KIRKLAND</b>  By: _____ Its: _____  Date: _____  Approved as to form:  _____
<b>LAKE WASHINGTON SCHOOL DISTRICT NO. 414</b>  By: _____ Its: _____  Date: _____  Approved as to form:  _____	<b>UNIVERSITY OF WASHINGTON</b>  By: <i>Clare Donahue</i> Its: <i>Assoc. Vice President</i> <i>Information Technology</i> Date: <i>July 26, 2011</i>  Approved as to form:  <i>N/A</i>  _____

<b>CITY OF TUKWILA</b>	<b>VALLEY COMMUNICATIONS CENTER</b>
By: <u><i>Jim Haggerty</i></u>	By: _____
Its: <u>Mayor</u> <i>(mjm)</i>	Its: _____
Date: <u>3/13/12</u>	Date: _____
Approved as to form: <u><i>[Signature]</i></u>	Approved as to form:

CITY OF TUKWILA	VALLEY COMMUNICATIONS CENTER
By: _____	By: <u>Joni Haggerton</u>
Its: _____	Its: _____
Date: _____	Date: <u>9-2-2011</u>
Approved as to form:	Approved as to form: <u>Joni Haggerton</u>

<p><b>BELLEVUE COLLEGE</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>BELLEVUE SCHOOL DISTRICT NO. 405</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>
<p><b>KING COUNTY PUBLIC HOSPITAL  DISTRICT NO. 2 d/b/a Evergreen  Healthcare</b></p> <p>By:   Its: <u>CEO</u></p> <p>Date: <u>1/3/2012</u></p> <p>Approved as to form:</p>	<p><b>CITY OF FEDERAL WAY</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p><b>CITY OF RENTON</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>	<p><b>RENTON SCHOOL DISTRICT NO. 403</b></p> <p>By: _____  Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p>



ORDINANCE Resolution No. 04-11/12

AN RESOLUTION OF Renton School District APPROVING THE FORMATION OF THE COMMUNITY CONNECTIVITY CONSORTIUM, A PUBLIC CORPORATION, AUTHORIZING Renton School District TO ENTER INTO AN INTERLOCAL AGREEMENT ESTABLISHING THE COMMUNITY CONNECTIVITY CONSORTIUM BETWEEN Renton School District AND OTHER GOVERNMENT AGENCIES FOR THE CONSTRUCTION AND MANAGEMENT OF FIBER OPTIC PROJECTS, AND APPROVING THE CHARTER OF THE COMMUNITY CONNECTIVITY CONSORTIUM.

WHEREAS, the Renton School District is a participant and member of the Regional Fiber Consortium, the purpose of which is to construct and operate regional fiber optic facilities; and

WHEREAS, the current members of the Regional Fiber Consortium, along with new local government agencies, wish to establish a public corporation called the Community Connectivity Consortium ("Consortium") and enter into a new interlocal agreement that updates and streamlines the Consortium's policies and procedures; and

WHEREAS, Chapter 39.34 RCW authorizes Renton School District to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform and RCW 35.21.730 through 35.21.759 authorizes the formation of a public corporation;

NOW, THEREFORE, be it resolved by Renton School District as follows:

Section 1. The Superintendent is hereby authorized and directed to execute on behalf of Renton School District an interlocal agreement substantially similar to that attached as **Exhibit A**, which is entitled "Interlocal Agreement Establishing the Community Connectivity Consortium."

Section 2. The Renton School District hereby approves the creation of a public authority by the City of Kirkland to be designated as the Community Connectivity Consortium ("Consortium"). The purpose of the Consortium is to acquire, construct, operate, manage and maintain a regional communications network that meets the needs of community institutions, including but not limited to government agencies, hospitals, schools and universities. The proposed form of ordinance to be considered by the City Council of the City of Kirkland, along with a draft of the Charter for the Consortium, attached hereto as **Exhibits B and C** respectively, are hereby approved. The Renton School District hereby approves the formation by the City of Kirkland of the Consortium by the approval of

such Ordinance and Charter substantially in the form presented to this Council.

Section 3. The Consortium shall be an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Consortium shall be satisfied exclusively from the assets and credit of the Consortium. No creditor or other person shall have any recourse to the assets, credit or services of the Renton School District on account of any debts, obligations, liabilities, acts or omissions of the Consortium.

Section 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

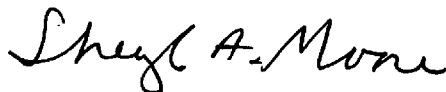
Section 5. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. This ordinance shall be in force and effect five days from and after its passage by the Renton School District and publication, as required by law.

Passed by majority vote of the Renton School District Board of Directors in open meeting this 12th day of October, 2011.

Signed in authentication thereof this 12th day of October, 2011.

ATTEST:



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Mary Alice Heuschel  
Secretary to the Board of Directors  
Renton School District



# City of Tukwila

Washington

Resolution No. 1763

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ACKNOWLEDGING THE FORMATION OF THE COMMUNITY CONNECTIVITY CONSORTIUM (CCC), A PUBLIC CORPORATION, AND APPROVING ITS CHARTER; AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT TO JOIN THE CCC—ALONG WITH OTHER GOVERNMENT AGENCIES—FOR THE CONSTRUCTION AND MANAGEMENT OF FIBER OPTIC PROJECTS; AND REPEALING RESOLUTION NO. 1708.**

**WHEREAS**, the City of Tukwila is a participant and member of the Regional Fiber Consortium, the purpose of which is to construct and operate regional fiber optic facilities; and

**WHEREAS**, the current members of the Regional Fiber Consortium, along with new local government agencies, wish to establish a public corporation called the Community Connectivity Consortium (CCC) and enter into a new interlocal agreement that updates and streamlines the CCC's policies and procedures; and

**WHEREAS**, the purpose of the CCC is to acquire, construct, operate, manage and maintain a regional communications network that meets the needs of community institutions including, but not limited to, government agencies, hospitals, schools and universities; and

**WHEREAS**, Chapter 39.34 RCW authorizes the City of Tukwila to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking that each contracting party is authorized by law to perform, and RCW 35.21.730 through 35.21.759 authorizes the formation of a public corporation;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The City Council of the City of Tukwila hereby acknowledges the creation of a public authority by the City of Kirkland designated as the Community Connectivity Consortium. The ordinance adopted by the City Council of the City of Kirkland, along with a Charter for the CCC, are attached hereto as Exhibits A and B respectively. The City Council of the City of Tukwila hereby endorses the formation of

the CCC by the City of Kirkland with the approval of such ordinance and Charter substantially in the form presented to this Council.

**Section 2.** The Mayor of the City of Tukwila is hereby authorized and directed to execute on behalf of the City of Tukwila an interlocal agreement substantially similar to that attached as Exhibit C, entitled "Interlocal Agreement Establishing the Community Connectivity Consortium."

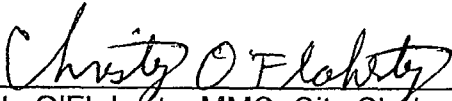
**Section 3.** The CCC is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the CCC shall be satisfied exclusively from the assets and credit of the CCC. No creditor or other person shall have any recourse to the assets, credit or services of the City of Tukwila on account of any debts, obligations, liabilities, acts or omissions of the CCC.

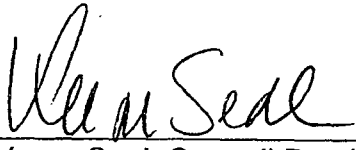
**Section 4.** Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**Section 5.** Resolution No. 1708 is hereby repealed.

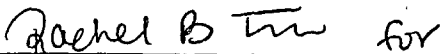
PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON,  
at a Regular Meeting thereof this 21ST day of February, 2012.

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

  
\_\_\_\_\_  
Verna Seal, Council President

APPROVED AS TO FORM BY:

  
\_\_\_\_\_  
Shelley M. Kerslake, City Attorney

Filed with the City Clerk: 2-15-12  
Passed by the City Council: 2-21-12  
Resolution Number: 1763

Attachments: Exhibit A, Ordinance adopted by the City Council of the City of Kirkland  
Exhibit B, Charter of the Community Connectivity Consortium  
Exhibit C, Interlocal Agreement Establishing the Community Connectivity Consortium