

COPY

Interlocal Agreement
Between

Shoreline
City Clerk
Receiving
Number
6064

Shoreline School District
City of Shoreline
Shoreline Fire Department

For Installation and Maintenance of a Joint Fiber Optic Network

Whereas, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 RCW provides for interlocal cooperation between governmental agencies; and

Whereas, the Shoreline School District ("District") maintains a fiber optic network within the City of Shoreline ("City"); and

Whereas, the District has a fiber optic network hub facility at the Shoreline Center and has excess unused dark fiber capacity to share with the City and the Shoreline Fire Department ("Department"); and

Whereas, the Aurora Corridor Project requires that all aerial fiber optic cable located above Aurora Avenue North be undergrounded; and

Whereas, the District, the City and the Department (collectively, the "Parties") have existing aerial fiber located above ground on Aurora Avenue North; and

Whereas the Parties desire to use the Aurora Corridor Project's undergrounding requirement as an opportunity to work collaboratively to utilize a portion of the District's excess dark fiber and to share in the cost to install and maintain a Joint Fiber Optic Backbone network from the Shoreline Center to Aurora Avenue North and North 170th ("JFOB"); and

Whereas, the JFOB will consist of (1) replacing existing fiber backbone from the Shoreline Center, west along N 185th street to Midvale Ave N, then underground as part of the Aurora Corridor Project to Aurora Ave N turning south to N 170th Street; (2) installing branch fiber lines connecting facilities at the Shoreline Police Department, Shoreline Fire Stations 61 & 64, Shoreline City Hall, and the Richmond Highlands Recreation Center; and (3) installing additional ancillary fiber cable connections specific to other City and Department facilities.

Now, therefore, the Parties agree as follows:

1. All Parties shall jointly own the JFOB, consisting of approximately 11,500 feet of fiber optic cable comprised of 244 strands as mapped in Exhibit A, including the fiber optic cable, the conduit, and pole agreement; provided that the City and the Department shall have no ownership in the District's fiber optic network.

2. The Parties will pay proportionally for the JFOB construction as described in Exhibit B and future maintenance expenses as follows:

Shoreline School District: 55%
City of Shoreline: 35%
Shoreline Fire Department: 10%

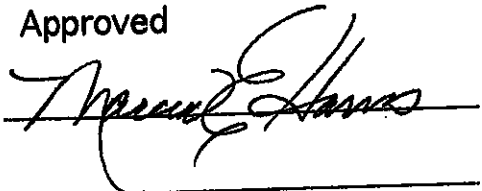
3. Facilities that will be connected to the JFOB are the Shoreline Center, Shoreline Police Station, Station 64, Station 61, City Hall, and the Richmond Highlands Recreation Center; connection costs shall be considered a construction expense, paid proportionally by each Party as set forth in Section 2.
4. The City will pay for the unique costs to install and maintain a connection between the District's fiber optic network and the Hamlin Park maintenance facility.
- a. The City agrees to grant to the District an easement in a recordable form agreeable to the City and District for an aerial overhead fiber line from the southwest corner of Kellogg Middle School property to the northeast corner of the Central Kitchen.
5. The Department will pay for the unique costs to install and maintain connections between the District's fiber optic network and Stations 63 and 65.
6. So long as adequate capacity remains, other City and Department facilities shall be allowed to install and maintain connections to the JFOB, without cost to the District.
7. The Parties remains responsible for their own connectivity and associated costs within their facilities.
8. The fiber optic cable described under this Agreement, except for that portion installed underground as part of the Aurora Corridor Project, may be installed above-ground; provided that, in the event of a joint trenching project, the cable shall be relocated underground. This provision is authorized by Shoreline Municipal Code 13.20.060(B)(1).
9. The District will allow unrestricted access to City and the Department IT employees to the JFOB network hub facility at the Shoreline Center for trouble shooting and maintenance of equipment and connections.
10. The District will be the lead organization in the installation and maintenance of the JFOB.
11. Each Party shall defend, indemnify, and save harmless the other Parties, their officers, employees, and agents from any and all costs,

claims, judgments, and/or awards of damages, for injuries to persons and/or damage to tangible property, arising out of or in any way resulting from each Party's own negligent acts or omissions associated with the JFOB and connections serving the Parties' facilities as set forth in this Agreement to the extent each Party is liable for such acts or omissions. In the event the indemnified Party incurs any costs including attorney fees to enforce the provisions of this paragraph, all such costs and fees shall be recoverable from the Indemnitor.

12. This Agreement shall commence upon execution and shall remain in effect as long as the JFOB shall remain operation or until modified by the Parties.

13. Pursuant to RCW 39.34.040, each Party shall have the option of recording the Agreement with the County Auditor or posting it on a website or other electronically retrievable public source.

Approved



Superintendent/Designee

Date: 8-24-10

Shoreline School District

Approved:

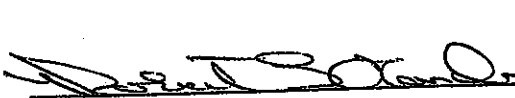


Fire Chief, Mark
Bunje

Date: 9/12/10

Shoreline Fire
Department

Approved:



City Manager,
Robert L. Olander

Date: 9/24/10

City of Shoreline