

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and Seattle City Light to Attach Utilities onto Seattle City Light Utility Poles (Master Pole Attachment Agreement)
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline has publicly-owned fiber optic cable to serve City Hall, the Spartan Recreation Center, the Shoreline Pool, the Richmond Highlands Recreation Center, the Hamlin Park Maintenance Facility, and the Ronald Wastewater District Facility. The City attaches the cable to Seattle City Light utility poles where available instead of installing additional utility poles in the right-of-way. In order to utilize Seattle City Light utility poles for this purpose, the City must enter into a Master Pole Attachment Agreement with Seattle City Light. The City's current Master Pole Attachment Agreement with Seattle City Light expires on December 10, 2018. The proposed new Master Pole Attachment Agreement is for five years and would expire on December 10, 2023.

**RESOURCE/FINANCIAL IMPACT:**

This new agreement will have no financial impact to the City. The fees and taxes the City currently pays to Seattle City Light will continue under this new interlocal agreement. There would likely be significant additional cost if the City were to relocate its utilities.

**RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement (Master Pole Attachment Agreement) with Seattle City Light for the rights to attach utilities to Seattle City Light utility poles.

Approved By:            City Manager **DT**    City Attorney **MK**

## **BACKGROUND**

In 2009, Shoreline installed significant fiber optic cable and conduit infrastructure during the Aurora Corridor Project. The City has since installed more for the purposes of connecting City owned facilities with publicly-owned fiber optic cable. In some locations, the fiber and its required equipment have been installed above ground in the City's right-of-way. Since Seattle City Light already has utility poles in the right-of-way, the City determined attaching to those poles and paying the fees outlined in [Seattle Municipal Code 21.49.065](#) was more cost effective than installing and maintaining its own utility poles. In order to utilize Seattle City Light utility poles for this purpose, the City entered into a Master Pole Attachment Agreement with Seattle City Light.

## **DISCUSSION**

The City's current Master Pole Attachment Agreement, will expire on December 10, 2018. The proposed Master Pole Attachment Agreement (Attachment A) will allow the City of Shoreline to keep its fiber located on Seattle City Light utility poles. Alternatives to this, such as undergrounding the utilities or placing them on the City's poles, are not feasible due to the high cost of these activities.

The proposed interlocal agreement has almost the same terms as the previous five-year agreement. The proposed interlocal agreement would expire on December 10, 2023.

## **RESOURCE/FINANCIAL IMPACT**

This new agreement will have no financial impact to the City. The fees and taxes the City currently pays to Seattle City Light will continue under this new interlocal agreement. There would likely be significant additional cost if the City were to relocate its utilities.

## **RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement (Master Pole Attachment Agreement) with Seattle City Light for the rights to attach utilities to Seattle City Light utility poles.

## **ATTACHMENTS**

Attachment A: Master Pole Attachment Agreement with Seattle City Light Authorizing the City of Shoreline to Attach Utilities to Seattle City Light Poles

**Master Pole Attachment Agreement**

**MASTER POLE ATTACHMENT AGREEMENT**

BETWEEN

**CITY OF SHORELINE**

AND

**SEATTLE CITY LIGHT**

## Master Pole Attachment Agreement

## Index

SECTION 1.	DEFINITIONS.....	3
SECTION 2.	SCOPE .....	3
SECTION 3.	ISSUANCE OF PERMIT .....	3
SECTION 4.	APPLICATION FOR ATTACHMENT .....	4
SECTION 5.	FEES .....	4
SECTION 6.	REIMBURSEMENT .....	5
SECTION 7.	LATE CHARGES AND INTEREST .....	5
SECTION 8.	TERM.....	5
SECTION 9.	REQUIREMENTS FOR ATTACHMENT.....	5
SECTION 10.	PERFORMANCE OF WORK .....	6
SECTION 11.	MAKE READY WORK.....	7
SECTION 12.	GUYS AND ANCHORS .....	7
SECTION 13.	MAINTENANCE .....	8
SECTION 14.	RELOCATION, REPLACEMENT, AND REMOVAL OF POLES .....	8
SECTION 15.	UNDERGROUNDING.....	8
SECTION 16.	RELEASE, INDEMNITY AND HOLD HARMLESS.....	9
SECTION 17.	WORKERS' COMPENSATION, INSURANCE AND BONDS.....	10
SECTION 18.	EASEMENTS AND OTHER PROPERTY RIGHTS .....	12
SECTION 19.	NOTICES AND OTHER COMMUNICATIONS .....	12
SECTION 20.	COMPLIANCE .....	13
SECTION 21.	NONWAIVER .....	13
SECTION 22.	DEFAULT .....	13
SECTION 23.	ASSIGNMENT; SUCCESSORS AND ASSIGNS .....	14
SECTION 24.	SURVIVAL.....	14
SECTION 25.	ENTIRE AGREEMENT .....	14
SECTION 26.	APPLICABLE LAW .....	14
Appendices		
A	Application and Permit .....	A1
B	Reserved Fiber Agreement, City of Seattle .....	B1

## Master Pole Attachment Agreement

This Agreement, dated as of 12/11/18, is made by and between the City of Seattle, a municipal corporation of the State of Washington, by and through Seattle City Light (hereinafter referred to as "City Light"), and The City of Shoreline, hereinafter referred to as "Company").

City Light and Company agree as follows:

### SECTION 1. DEFINITIONS

The following words and phrases used in this Agreement shall have the following meanings:

- 1.1 "Attachment" or "Equipment" means anything attached to a Pole by the Company for use as part of the Company's system, including but not limited to fiber optic cable, coaxial cable, risers, small antennas, equipment boxes, cameras, and all related equipment.
- 1.2 "Co-lash" means placing an additional cable on another cable or messenger wire owned and operated by a different company, person, or entity.
- 1.3 "Make Ready Work" means Work that City Light requires be performed by City Light or its authorized agent, at the expense of the Company, as a condition of placing Attachments on a Pole, either before approval of the Attachment or as otherwise may be required by City Light in order to meet applicable electrical safety codes.
- 1.4 "Overlash" means placing an additional cable on another cable or messenger wire owned and operated by the same company, person, or entity.
- 1.5 "Pole" means any utility pole owned in whole or in part by the City of Seattle and under the jurisdiction or managed by Seattle City Light.
- 1.6 "Work" means all work that the Company is responsible for performing, as required by City Light in connection with this Agreement, including but not limited to the attachment, maintenance, repair, relocation and removal of Attachments and related Equipment.

### SECTION 2. SCOPE

This Agreement governs all Attachments, now or hereafter made to any Pole, with or without City Light's consent.

### SECTION 3. ISSUANCE OF PERMIT

City Light agrees that Company may, subject to issuance of individual permits ("Permit") as herein set forth, make use of Poles for the purpose of maintaining Company's Attachments thereon.

**Master Pole Attachment Agreement****SECTION 4. APPLICATION FOR ATTACHMENT**

- 4.1 If Company desires to attach any Equipment to any Pole, Company shall adhere to City Light's current application process and procedures in effect at the time of application.
- 4.2 City Light will make a good faith effort to process Applications in an expeditious manner. Once an Application is approved, it will be returned to the Company as a Permit.
- 4.3 Permits for Attachment will be valid for 180 days after City Light approval. Company must notify City Light when installation of attachments has been completed. Company may request in writing or by electronic means for one (1) permit extension for a period of 90 days. Expiration of the Permit, including any extension(s) will require a re-submittal of the application.

**SECTION 5. FEES**

- 5.1 Company shall pay City Light fees for the attachment of Equipment to the Poles at the current annual rate ("Annual Rate") per SMC 21.49.065, as the same may be amended periodically.
- 5.2 Company's obligation to pay the Annual Rate for its Attachments shall commence on the effective date of the Permit, and shall be for the balance of the calendar year. New attachments will be billed periodically within the calendar year until included in subsequent annual bills. Annual Rates will not be prorated.
- 5.3 City Light shall invoice Company annually. Company shall pay each such invoice within thirty (30) days after Company's receipt thereof or shall be subject to interest pursuant to Section 7 herein.
- 5.4 Company shall submit to City Light an annual inventory of the number of Poles that Company has made Attachments to and the locations of such Poles. This inventory shall be effective beginning January 1 of each year and shall be submitted to City Light no later than February 1 of each year. Any Attachments not identified in such inventory shall be billed at five times the current Annual Rate. In the event that Company fails to submit an inventory, Company shall pay City Light, in addition to the Annual Rates, all costs associated with City Light having to perform an inventory of Company's Attachments to Poles.
- 5.5 In addition to the amounts described in section 5.1, Company will pay all applicable, and lawful, value-added, sales, use, excise and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Company's use of the Poles whether or not such amounts are required to be collected by City Light under applicable law. In addition, City Light will invoice and Company will pay all state, local and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon City Light with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, Company agrees to indemnify, defend and save harmless City Light from

**Master Pole Attachment Agreement**

and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.

**SECTION 6. REIMBURSEMENT**

In addition to the annual payments made pursuant to Subsection 5.3 above, Company shall also reimburse City Light within thirty (30) days after receipt of invoice for all amounts due to, and costs incurred by, City Light at Company's expense under the terms of this Agreement.

**SECTION 7. LATE CHARGES AND INTEREST**

Company shall pay to City Light interest, compounded monthly, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid fees or other amounts due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by Company.

**SECTION 8. TERM**

- 8.1 This Agreement shall continue in effect for a period of five (5) years from the date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time upon one hundred eighty (180) days prior written notice. Termination pursuant to this section shall not relieve the Company of any obligations that are unsatisfied at the time of termination.
- 8.2 The Company has the right to remove its Attachments, at its sole expense, at any time on or before the expiration or termination of the Agreement. However, removing Attachments will not relinquish the Company's obligation to pay the entire Annual Rate, which Rate will not be prorated. Upon expiration or termination of the Agreement, Company shall promptly remove its Attachments and associated Equipment from the Poles and surrender all facilities. If Company fails to promptly remove the Attachments, City Light may, after ninety (90) days advance notice to Company of its intent to do so, remove and dispose of the Attachments at Company's expense. After such ninety (90) days have expired, City Light will consider the Company to have abandoned the Attachments, and as such City Light may use such Attachments for its own purposes.

**SECTION 9. REQUIREMENTS FOR ATTACHMENT**

- 9.1 Attachments made under this Agreement to Poles shall not disturb or conflict with the electrical infrastructure of City Light or the infrastructure of any co-owner of the Poles. Moving, rearranging, or adjusting of City Light's distribution system to provide space to

**Master Pole Attachment Agreement**

accommodate Company's Attachments shall be done by City Light or its authorized agent at the expense of Company.

- 9.2 If space is not available for Company's Attachments, no Permit for such Attachment shall be issued. However, City Light shall provide Company non-discriminatory access to any Pole unless there is insufficient capacity or for reasons of safety or reliability.
- 9.3 Attachments are to be made only as approved by City Light, and shall be in accordance with requirements of the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, , the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines as now in force and as revised or changed in the future. City Light Standards may be found on City's Light's website.
- 9.4 All messenger cables must have sufficient strength and capacity to carry the original cable and subsequent cables either through Overlash or Co-lash as permitted by Seattle Municipal Code. The total number of cables on each messenger shall not exceed the requirements set forth in Seattle Municipal Code or City Light Standards.
- 9.5 All Attachments and associated Equipment and on each Pole must be identified by a tag containing the assigned numerical code for the Company. Each tag must be prepared, comply with and be installed as per Seattle City Light Construction Guidelines.

**SECTION 10. PERFORMANCE OF WORK**

- 10.1 The Company is responsible for paying for all Work required by City Light in connection with this Agreement, including but not limited to all Make Ready Work and all Corrective Work.
- 10.2 Company shall perform the Work in a professional and skillful manner and comply with the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines. Company shall ensure that the Work and the Equipment are in all respects safe, meet applicable code specifications, free from all faults and defects in workmanship, material, and design, and in conformance with the requirements of this Agreement.
- 10.3 Company shall promptly and satisfactorily correct or replace any Work or Attachments found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of Section 9 and Section 10). If Company fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, within fourteen (14) days for priority violations or sixty (60) days for routine violations after notification by City Light to do so, City Light may perform such Work and make such corrections and replacements at Company's expense. The determination of what is a priority violation and what is a routine violation is at City Light's sole discretion. In the event City Light determines that the Company's performance of Work, or failure to perform Work after notification by City Light, has created an emergency or imminent hazard likely to cause immediate bodily harm or death, City Light will notify the Company by phone or electronic means that it must resolve the hazard immediately.



**Master Pole Attachment Agreement**

In such event, Company shall resolve the hazard within twenty-four (24) hours, and the Company acknowledges that it bears the sole responsibility and liability for any hazards left unresolved.

- 10.4 Company shall, at all times, keep work areas in a neat, clean and safe condition, clear of rubbish, refuse and other debris. Upon completion of any portion of the Work, Company shall promptly remove all rubbish, refuse and other debris and all Equipment and surplus materials. If Company fails to do so, City Light may perform such work at Company's expense.

**SECTION 11. MAKE READY WORK**

- 11.1 Make Ready Work includes the following work, which City Light requires be performed by City Light or its authorized agent, at the Company's sole cost and expense, prior to the Company performing its Work:
- (a) Electrical work necessary to provide sufficient space and clearance on or between Poles, pursuant to applicable safety codes or construction guidelines; and
  - (b) Tree trimming and other work necessary to clear vegetation from high voltage distribution circuits, as required by Washington Administrative Codes (WAC).
- 11.2 Company is required to pay City Light for such costs before City Light performs its Make Ready Work. Nothing in this Agreement shall prohibit Company from proposing alternate routes to avoid Make Ready Work.
- 11.3 Company will not install wood cross arms to provide space for Attachments or Equipment. The approved City Light communication bracket as detailed in City Light Standards may be used to provide additional space for Attachments provided all required clearances are maintained. Company bears sole responsibility to ensure Poles are safe to climb and will support the additional load imposed by the added Attachment or Equipment. City Light is solely responsible for determining height standards of Poles and conditions that warrant replacement. All replacement Poles must meet the pole restrictions required by applicable Municipal Codes, City Light Construction Guidelines, and current engineering practices.
- 11.4 This Agreement does not apply to work that must be performed by other entities that may be attached to the Pole(s). Arrangements for that work shall be the responsibility of Company.

**SECTION 12. GUYS AND ANCHORS**

Company shall install its own guys and anchors necessary to support the additional strain imposed on any Pole by the Attachments. Use of City Light anchors is restricted to City Light and other co-owners of the Pole(s). Guy markers shall be installed and meet the visibility requirements as set forth in federal, state and local codes. If Company fails to install such guys or anchors within sixty (60) days of notice by City Light and City Light installs or replaces guys or anchors to support the strain imposed by the Attachment, Company shall reimburse City Light for the entire

**Master Pole Attachment Agreement**

cost of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).

**SECTION 13. MAINTENANCE**

Company shall maintain all Attachments and related Equipment attached to any Pole in good and safe condition and state of repair.

**SECTION 14. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES**

Changes in location of Company's Attachments as required by City Light due to the Pole(s) being relocated, replaced, or removed shall be made by Company at Company's own expense within thirty (30) days after receipt of notice by City Light. City Light shall use its best efforts to avoid any such relocation, replacement, or removal that may impact or interrupt Company's business. If Company fails or refuses to perform any Work required by this Agreement or to make any such changes in location of Attachments as required by City Light, City Light may, using its own employees or by contract, perform such Work and make such changes to location of Attachments at Company's expense.

**SECTION 15. UNDERGROUNDING**

- 15.1 If City Light plans to install its electrical distribution system underground in an area the Company serves, or has potential for serving, Company shall work with, and not interfere with, City Light in the planning, engineering, and underground installation of the attachments and related Equipment. Company must remove all Attachments from Pole(s) within thirty (30) days of notification.
- 15.2 For Underground Ordinance Areas, City Light and the Company agree that the conditions stated below shall prevail.
- (a) Company understands that certain areas throughout City Light's service territory are designated as Underground Ordinance Areas. In these areas, City Light's distribution facilities are underground and there are no Poles to which the Company can attach Equipment. The remaining areas do have Poles that City Light is systematically removing as underground facilities are built.
  - (b) If Company has existing underground facilities in the Underground Ordinance Areas, the Company will place its Equipment in its underground facilities, whether or not City Light Poles exist in those areas. Where Company has no existing underground facilities, City Light agrees to allow the Company to follow normal procedures for attachment to the remaining Poles in the Underground Ordinance Areas until those Poles are replaced by underground facilities. If the Company wants to joint-trench with City Light at the time City Light performs its undergrounding work, costs shall be shared per City Light's standard cost sharing agreement in use at the time of the

**Master Pole Attachment Agreement**

construction. City Light and Company agree that work shall be scheduled to minimize disruption to the surrounding neighborhood and any associated costs shall also be shared.

- (c) For electrical service to underground or padmount power supplies or other Equipment requiring electrical power, Company shall contact City Light's Customer Service Representative for requirements and shall follow all safety rules and City Light requirements for connection.
- (d) Should Company ignore or delay City Light's request for undergrounding of the Company's facilities, the Company hereby gives City Light permission to remove Company's Equipment from the Poles without further notice. Under these conditions, the Company will reimburse City Light for the cost of removal.

15.3 In addition to the above, the Company agrees to convert its overhead system to underground within thirty (30) days after the aforementioned underground facilities are built and ready for Company's occupancy.

**SECTION 16. RELEASE, INDEMNITY AND HOLD HARMLESS**

- 16.1 Company releases and shall defend, indemnify and hold harmless City Light, its successors and assigns, and the respective directors, officers, employees and agents of City Light and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with the attachment, relocation, or removal of any Attachment to any Pole, the performance of any Work, the operation of any Equipment related to the Company's system, or the acts or omissions of Company or any of its suppliers or contractors of any tier, the respective successors and assigns of Company or any such suppliers or contractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on Company's behalf in connection with said Attachments, performance of Work, or operation of Company's system unless caused by the negligence or intentional acts of the Indemnitees.
- 16.2 Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents, and employees of either party hereto including payment made under or in connection with any Workers' Compensation Law or under any plan for employees disability and death benefits, which may arise out of or be caused or contributed to by the erection, maintenance, presence, use or removal of Company's Attachments or by the proximity of the respective cables, wires, apparatus and appliances of Company including any claims or demands of customers of the Company with respect thereto.
- 16.3 City Light shall not be liable to the Company or to the Company's customers, and the Company hereby indemnifies, protects and saves harmless City Light against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by the Company's customers, for any interruption to the service of the Company, or for interference with the operation of the cables, wires, and appliances of the Company, or for interference with the operation of the cables, wires, and appliances of the Company unless caused by the negligence or intentional acts of City.

**Master Pole Attachment Agreement**

- 16.4 To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. If it is determined that RCW 4.24.115 applies to this Agreement, the Company agrees to defend, indemnify and hold harmless the Indemnitees to the maximum extent permitted thereunder, and specifically for the Company's negligence concurrent with that of the Indemnitees to the full extent of the Company's negligence.
- 16.5 City Light is willing to permit Attachments to the Poles for the fees described in Section 5 only in consideration of and in reliance upon such release, indemnity and hold harmless.

**SECTION 17. WORKERS' COMPENSATION, INSURANCE AND BONDS**

- 17.1 Company shall maintain continuously for the term of this Agreement, at its own expense, general liability insurance covering the activities and services of this Agreement (the term insurance shall also include self-insurance or any form of alternative risk financing). The minimum limit of liability shall be \$1,000,000 each occurrence. The insurer must have A.M. Best ratings of at least A- VII and be licensed to conduct business in the State of Washington unless procured as surplus lines under the provisions of chapter 48.15 RCW or otherwise approved by City Light. Self-insurance or alternative risk financing programs shall be approved on a case-by-case basis.
- 17.2 Such insurance shall:
- (a) Include the City of Seattle, its agents and joint users as additional insureds for primary and non-contributory limits of liability. THE ADDITIONAL INSURED POLICY PROVISION MUST COVER GOVERNMENTAL PERMITTING PER THE ISO CG 20 12 ENDORSEMENT OR EQUIVALENT; "OWNERS, LESSORS OR CONTRACTORS" FORMS AND/OR LANGUAGE THAT LINK ADDITIONAL INSURED STATUS TO WRITTEN AGREEMENTS MUST NOT BE USED AS PERMITS ARE NOT WRITTEN AGREEMENTS.
  - (b) Include a waiver of subrogation in favor of the City of Seattle, its agents and joint users and all other indemnities.
  - (c) Not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days' notice with respect to cancellation for non-payment of premium, and
  - (d) Include a "cross liability", "severability of interests" or "separation of insureds" clause.
- 17.3 The Company shall ensure that any subcontractor of any tier performing any Work pertaining to the Permit shall be contractually obligated by the Company to assume the requirements of SECTIONS 16. and 17. herein.
- 17.4 The limits of liability specified above are minimum limits only; they shall not be construed to limit the liability either of the Company, any of its subcontractors of any tier or any of their respective insurers; where the City of Seattle is required to be an additional insured under general liability insurance coverage, it shall be an additional insured for the total

**Master Pole Attachment Agreement**

- limits of liability maintained by the Company or any of its subcontractors of any tier, whether such limits are primary, excess, contingent or otherwise.
- 17.5 Prior to commencement or performance of any the Work, the Company shall provide, or cause any of its authorized insurance representatives to provide, City Light with:
- (a) A certificate of liability insurance with sufficient detail to document compliance with the requirements herein, and
  - (b) An actual copy of the designated or blanket additional insured general liability policy provisions documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability.
- 17.6 The insurer(s) issuing such insurance and the policy and endorsement language of each policy shall be subject to approval by City Light.
- 17.7 Valid and current insurance certification shall be maintained continuously on file, and shall be issued and delivered to City Light by mail at the address listed in Section 19 no later than January 1<sup>st</sup> of each year. In addition, the insurance certification, including any notice of cancellation/reinstatement, shall be delivered electronically to fax number (206)470-1270 or as an email attachment in Adobe PDF format to [riskmanagement@seattle.gov](mailto:riskmanagement@seattle.gov).
- 17.8 The Company shall promptly advise City Light Energy Delivery Engineering, Joint Use of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of the Company's Attachments. Copies of all accident or other reports made to any insurer by the Company shall be furnished to City Light by mail at the address listed in Section 19.
- 17.9 The requirements of this Agreement as to insurance and acceptability to City Light of insurers and insurance to be maintained by Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by Company under this Agreement.
- 17.10 Company shall ensure that, with respect to all persons performing the Work, Company or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the applicable laws relating to workers compensation and employer's liability (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. Company shall furnish to City Light 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 City Light may request.
- 17.11 In addition, Company shall furnish to City Light, at such times and in such forms as City Light may in writing request, surety bonds with performance, payment and maintenance clauses payable to City Light.
- 17.12 The provisions of this SECTION 17 shall not apply to public entities.

**Master Pole Attachment Agreement****SECTION 18. EASEMENTS AND OTHER PROPERTY RIGHTS**

- 18.1 Company shall obtain and comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier obtain and comply with, all easements, rights-of-way, franchises, permits, licenses, and other property rights and interests necessary or required to perform the Work and operate the Equipment and the Company's system in accordance with this Agreement. Company shall furnish to City Light such evidence thereof (such as certified copies of easements, rights-of-way, franchises, permits, and licenses) as City Light may request.
- 18.2 This Agreement shall not be construed as requiring City Light to obtain any easement for the benefit of the Company.
- 18.3 Company shall secure from property owners, at its own expense, any easement necessary to cross private property in order to connect to Poles.

**SECTION 19. NOTICES AND OTHER COMMUNICATIONS**

- 19.1 Except as otherwise provided herein, any notice, request, approval, consent, instruction, direction or other communication given by either party to the other party pursuant to this Agreement shall be in writing and shall be delivered by personal delivery, by first class U.S. mail, by electronic mail, or fax to the parties at the following respective addresses:

To City Light:  
 Seattle City Light  
 Attn: Joint Use Manager  
 3613 4th Avenue South  
 Seattle, WA 98134  
[Stephen.Crume@seattle.gov](mailto:Stephen.Crume@seattle.gov)  
 PH: (206) 615-1385

To: Company  
 City of Shoreline  
 Attn: Christina Arcidy  
 17500 Midvale Ave N  
 Shoreline, WA 98133-4905  
[carcidy@shorelinewa.gov](mailto:carcidy@shorelinewa.gov)  
 (206) 801-2216

**City Light Remittance Address for Rate Payment:**

**Seattle City Light  
 PO Box 94648  
 Seattle, WA 98124-646**

If the Company's address is not listed above, notice shall be delivered to the address listed in the signature block below.

**Master Pole Attachment Agreement**

- 19.2 Notwithstanding the foregoing, City Light requires the Company to deliver, by mail, personal delivery or electronic mail, a copy of any original Applications or other documents containing an original signature.
- 19.3 All notices will be deemed received: (a) upon actual receipt if delivered personally to the designee listed above or if electronically transmitted to the designee listed above; or (b) three (3) business days following first class mailing.
- 19.4 Either party at its discretion may from time to time designate a new address for notices and other communication.

**SECTION 20. COMPLIANCE**

- 20.1 In the performance of the Work and this Agreement, Company shall comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier comply with, all applicable:
- (a) laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority;
  - (b) industry standards and codes; and
  - (c) City Light's construction guidelines, specifications, rules, and regulations which apply to Company's Work. (May be provided by City Light upon request).
- 20.2 Company shall furnish such documents as may be reasonably required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

**SECTION 21. NONWAIVER**

The failure of City Light to insist upon or enforce strict performance by Company of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

**SECTION 22. DEFAULT**

If the Company violates any material provision of this Agreement, and exceeds any reasonable cure period to correct the material default, notwithstanding other remedies provided for in this Agreement, City Light may terminate the Company's Permit and remove the Company's Attachments and Equipment from the Poles at the Company's sole expense.

**Master Pole Attachment Agreement****SECTION 23. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

- 23.1 Company shall not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written notice to, and consent of, City Light. Upon notice of such assignment or transfer, City Light may provide written consent, which consent may be granted or withheld in City Light's sole discretion. City Light's consent to any assignment does not release the Company from liability or any obligation within this Agreement, whether before or after consent or assignment.
- 23.2 Company's failure to provide notice or obtain City Light's consent pursuant to this Section will be considered a material default pursuant to Section 22 herein. In such event, City Light may terminate Company's Permit, and remove Company's Attachments, or City Light may terminate Company's Permit and require the successor company to enter into a new Agreement with City Light.

**SECTION 24. SURVIVAL**

The obligations imposed on Company under all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

**SECTION 25. ENTIRE AGREEMENT**

- 25.1 The entire Agreement shall consist of the general terms and conditions contained in this Agreement and all the Appendices issued concurrent with or subsequent to the execution of this Agreement and any amendments to this Agreement.
- 25.2 The rights and obligations of the parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the parties, and nullifies and supersedes any and all prior Master Pole Attachment Agreements, with respect to the attachment of Equipment to the Poles.
- 25.3 This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both parties.
- 25.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**SECTION 26. APPLICABLE LAW**

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington.



**Master Pole Attachment Agreement**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Company

Date Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

City Light

Date Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: 3613 4<sup>TH</sup> Ave S Signature: \_\_\_\_\_

Seattle, WA 98134 Title: \_\_\_\_\_



Seattle City Light: Joint Use Engineering  
**Pole Attachment Application and Permit (Appendix A)**

App #	Attachment A
	Permit Number
(SCL Use Only)	

CONTACT INFORMATION:		ATTACHMENT OWNER:	TAG #
BILLING CONTACT		PROJECT MANAGER	CONTRACTOR
Name:		Name:	
Co:		Co:	
Email:		Email:	
Phone:		Phone:	
Billing Address:		Address:	

Emailed by:	Email:	Phone:
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PROJECT INFORMATION:	
Project Address:	Requesting Attachment to Pole(s)
Customer's Ref #:	Customer's Project Name:

ELECTRICAL SERVICE INFORMATION: (IF APPLICABLE):	
Requires Electrical Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Electrical Service Requested by (date) Size of Service: (amps) Load:
Billing Address for Electrical Service, if different from above:	

PERMIT CONDITIONS:
<input type="checkbox"/> Applicant hereby certifies that a valid franchise or other agreement is in effect to operate within the franchise jurisdiction. SCL must have a copy of said agreement on file in order to process application.

**CONDITIONS FOR ALL PERMITS:**

Company must have a valid Master Pole Attachment Agreement & Certificate of Insurance on file with SCL before application will be processed. Application must include Excel Spreadsheet detailing requested Pole Attachments and specifying any MRW needed. Application must include legible map(s) of all poles on route. See "How To Apply" sheet for more information. Applications for Communications Enclosures and/or any misc. equipment must include Spec Sheet(s) including weight, dimensions, and configuration of equipment.

- Permit will be on-site at all times during construction.
- Construction shall be completed not more than 180 calendar days after issuance of this permit, unless the Department grants written permission to extend the construction period. (One (1) 90-day extension may be granted upon request).
- All attachments must comply with NESC and SCL standards.
- A final Seattle City Light Post Construction Inspection is required.
- Failure to notify Seattle City Light within 15 days of completion of construction may result in the suspension or rejection of additional pole attachment permit applications. Completion notice shall be emailed to **SCL\_Supervisor\_JointUse@Seattle.Gov**
- Additional pole attachment permit applications may also be suspended or rejected if NESC clearance violations are identified during Seattle City Light's Post Construction Inspection. Suspension(s) may continue until all violations have been corrected.
- Seattle City Light reserves the right to notify the Washington State Department of Labor & Industries of any and all improper pole attachments or unsafe work practices, with or without prior notification to the responsible parties.

SIGNATURE OF RESPONSIBLE BILLING PARTY: Please sign and date application. Signature acknowledges above conditions.			
POLE ATTACHMENT		ELECTRICAL SERVICE (IF APPLICABLE)	
Signature:	Date:	Signature:	Date:
Name, Title:		Name, Title:	

TO BE COMPLETED BY SEATTLE CITY LIGHT PERSONNEL ONLY:	
Date Permit Approved: _____	Joint Use Manager: _____
<b>***PERMIT EXPIRES 180 DAYS AFTER ISSUE DATE***</b>	

Date acceptable application received: \_\_\_\_\_ 20150211

## Master Pole Attachment Agreement

### APPENDIX B

#### RESERVED FIBER AGREEMENT, CITY OF SEATTLE

Company and the City agree, in addition to the terms and conditions of the Master Pole Attachment Agreement, to the following:

1. Reserved Fiber: Company shall provide the City with \_\_\_\_\_ strands of dark fiber within the cable identified in the Permit solely for any governmental purpose and for lease to any public or nonprofit entities. "Dark Fiber" is individual or multiple optical fibers to which no optronics are connected by Company.
  - a. Installation of Reserved Fiber. Company shall install the reserved fiber in the following locations:
    1. within Company's fiber cable; (in three continuous buffer tubes containing 12 fibers each)
    2. in a separate cable co-lashed to Company's cable
    3. in a separate cable located in a different location on the pole; or
    4. no fiber requested.
  - b. Maintenance of Reserved Fiber. All maintenance and repair of reserved fiber within the Company's fiber cable shall be the sole obligation of Company, and the City shall not have the right to maintain, repair or otherwise access the reserved fiber except at the termination points identified below. In the event the reserved fiber is a separate cable located in a different location on the pole from the cable of Company, then the City shall maintain and repair the reserved fiber.
  - c. Termination Points. Company shall terminate the reserved fiber as follows:
    1. 30-foot loops
    2. Box specified
    3. Other
    4. At the following location(s):
 

The City may request additional termination points at cost including reasonable overhead during the term of this Agreement. Company's approval shall not be unreasonably withheld considering the integrity of Company's system.
  - d. Quality of Reserved Fiber. All reserved fiber provided hereunder shall be 9-micron single mode fiber of working optical quality. Any modifications to these standards for the reserved fiber may be requested by the City, subject to the reasonable approval of the Company, and the incremental cost of any such modifications shall be borne exclusively by the City.

## Master Pole Attachment Agreement

- e. Incremental Cost. The incremental cost of adding the reserved fiber shall be borne by the City. "Incremental cost" shall be defined as all avoidable costs that would not have been incurred by Company but for the City's request for reserved fiber, including all additional costs of termination incurred by Company in order to ensure system integrity, including but not limited to splice cases and termination panels. The City shall also be responsible for the incremental cost of maintenance and repair of the Reserved Fiber. All costs shall be charged by Company on a time and materials basis. All such incremental costs shall be paid by the City to Company within 45 days of the submission of an invoice and complete documentation of the incremental costs.
- f. Termination of Pole Attachment; Disposition of Fiber. Upon termination of a pole attachment by Company or for Company's breach of this Agreement, the City shall have the right to acquire such fiber of Company attached to poles pursuant to this Agreement which may be integral to or co-lashed to the reserved fiber if it pays Company within 45 days of termination, or such longer period as the parties mutually agree, the salvage value of such fiber. "Salvage value" means the component cost of the fiber less the cost of removing the fiber from the poles. In the event that the City decides not to acquire all the fiber of Company, ownership of the reserved fiber that is integral or colashed to such fiber of Company that the City is not acquiring shall transfer to Company. Company shall remove all of its fiber that is covered by the terminated pole attachment from the poles within 60 days, or such longer period as the parties mutually agree, of the City's decision.

At the end of the term of this Agreement, or its earlier termination by the City for its convenience, Company shall have the right and obligation to remove its fiber and the reserved fiber from the poles.

- g. Sale of Fiber by Company. In the event that Company sells, assigns, or otherwise transfers its interests in its fiber, the terms of this Agreement shall be binding on all such successors, assignees, recipients, or transferees of such interests.
2. Mutual Release. Neither the City nor Company shall be liable, in law or in equity, to the other party for any damages relating to the interruption of service or interference with the operation of the Company's fiber optic system or the reserved fiber arising in any manner whatsoever, whether caused by negligence of the City, Company, third parties, or otherwise. Neither the City nor Company shall be liable to the other party 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 in use by the other party.
3. Indemnification. Except as limited below, Company shall indemnify and save harmless the City, its officers, employees, and agents, from all claims, action, liability, and damages of any nature arising out of this Agreement, and the use and operation of Company's fiber optic system.

### Master Pole Attachment Agreement

Except as limited below, the City shall indemnify and save harmless Company, its officers, employees, and agents, from all claims, action, liability, and damages of any nature arising out of this Agreement, only as it relates to the use and operation of the reserved fiber.

If any claim arises to which the above indemnification provisions may be applicable, the party seeking indemnification shall immediately upon learning of such claim, notify the indemnifying party. The indemnifying party may, at its option, settle or compromise such claim. In no event shall the party seeking indemnification have the right to pay, settle or otherwise compromise such claim without the prior written consent of the indemnifying party, who shall not unreasonably withhold such consent.

This indemnification and release shall not apply to the extent that any claim, action, cost, and/or damage herein covered results from the gross negligence or willful misconduct of a party, its officers, or employees.

Each party agrees to pay interest on any payment due the other party pursuant to this indemnification and release. Such interest shall be at the prejudgment rate(s) or interest in effect from the date which the cost was incurred to the date of payment. For convenience in computing such interest, a cost shall be considered to be incurred after the last day of the month in which the cost was actually incurred.

CITY OF SEATTLE

COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_