

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

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|----------------------|---|
| <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<br><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 Richmond Highlands Recreation Center, the Hamlin Maintenance Facility, and the Linden Maintenance Facility (formerly 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. In March 2021, Seattle City Light gave notice that the current Master Pole Attachment Agreement would terminate on October 1, 2021, due to updates to the law and Seattle City Light policies. The proposed new Master Pole Attachment Agreement (Attachment A) is for five years and would expire on September 30, 2026. Tonight, staff is requesting Council approval to authorize the City Manager to enter into the new Master Pole Attachment Agreement with Seattle City Light.

**RESOURCE/FINANCIAL IMPACT:**

This new Master Pole Attachment 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 (SCL) already owns utility poles in the City's 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 SCL utility poles for this purpose, the City entered into a Master Pole Attachment Agreement (MPAA) with SCL.

The City last updated the MPAA in 2018, which was set to expire on December 10, 2023. In March 2021, the City was notified that SCL was updating all MPAA's with all entities to address input received from such entities and keep the template consistent with the law and SCL policies. In accordance with Section 8.1 of the current MPAA, the City was notified that the MPAA would terminate effective October 1, 2021. The current MPAA can be found here: [Master Pole Attachment Agreement between City of Shoreline and Seattle City Light](#).

## **DISCUSSION**

The proposed Master Pole Attachment Agreement (Attachment A) will allow the City to keep its fiber located on SCL 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 September 30, 2026.

## **RESOURCE/FINANCIAL IMPACT**

This new Master Pole Attachment 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: Proposed 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**

**BETWEEN**

**CITY OF SHORELINE**

**AND**

**THE CITY OF SEATTLE - SEATTLE CITY LIGHT**

Master Pole Attachment Agreement

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**Master Pole Attachment Agreement**

This Agreement, dated as of October 1, 2021, 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 City of Shoreline, hereinafter referred to as "the City").

City Light and the City agree as follows:

**SECTION 1. DEFINITIONS**

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

- 1.1 "Attachment" means anything attached to a Pole by the the City for use as part of the City's system, including but not limited to messenger and strand wire, 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 the City, 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 the City, 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 the City, 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 the City is responsible for performing and/or paying for, 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 on Poles, Make Ready Work, installation of guys and anchors, Co-lash, Overlash, placement of strand-mounted wireless antennas, and any corrective work required by City Light to correct noncompliant Work.

**SECTION 2. SCOPE**

- 2.1 This Agreement governs all Attachments, now or hereafter made to any Pole, with or without City Light's consent.
- 2.2 This Agreement also addresses requirements for placing additional cable or equipment on existing Attachments that adds structural load, such as Co-lash, Overlash, or strand-mounted wireless assemblies.
- 2.3 Joint Ownership. The the City understands that some Poles are not owned solely and entirely by City Light but rather owned in part jointly with others. City Light does not, by granting a Permit for any Poles to which it does not have complete or full ownership, in any manner warrant or grant or convey any permit or permitting rights on behalf of any other joint owner(s) of such Poles. City Light has no rights to bargain for or permit for or on behalf of any other joint owner of any Pole. The the City understands and agrees that it shall be required to make appropriate agreements for permits, licenses, or other written consent for Company's use of any jointly owned Poles with all other joint owners of such Poles; provided, further, that the City hereby agrees to be responsible for obtaining the

**Master Pole Attachment Agreement**

appropriate permission from all joint owners and the City further agrees to hold harmless and indemnify City Light herein from any claims or damages alleged against City Light by reason of the failure of the the City to secure or obtain the appropriate permission, license, or permit from any other joint owners of such Poles.

**SECTION 3. ISSUANCE OF PERMIT**

City Light agrees that the City 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.

**SECTION 4. APPLICATION**

- 4.1 If the City desires to attach an Attachment to any Pole, the City shall adhere to City Light's current application process and procedures in effect at the time of application.
- 4.2 If the City desires to attach equipment on any existing Attachment, strand, or messenger wire, the City shall also adhere to City Light's current application process or procedures in effect at the time of application. Applications are required for any Co-lash, Overlash, or placement of strand-mounted antenna assemblies. Strand-mounted antenna assemblies must comply with City Light Standard 0095.30.
- 4.3 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 the City as a Permit.
- 4.4 Permits for Attachment will be valid for one hundred eighty (180) days after City Light approval. the City shall notify City Light within thirty (30) days when installation of Attachments has been completed, using the notification software and process currently used by City Light. the City may request a permit extension for a period of ninety (90) days by demonstrating a need therefor. City Light may allow or disallow such request in its sole discretion. Expiration of the Permit, including any extensions will require a re-submittal of the application.

**SECTION 5. FEES**

- 5.1 The City 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. the City shall also pay City Light the Annual Rent for any Co-lash.
- 5.2 Company's obligation to pay the Annual Rate for its Attachments and Co-lash shall commence on the effective date of the Permit, and shall be for the balance of the calendar year. New Attachments will be billed at the end of the calendar year in which the Permit was issued. Annual Rates are not prorated.
- 5.3 In addition to the Annual Rate, the City shall pay City Light for all flat rate energy consumed at the Small General Service Schedule pursuant to the Seattle Municipal Code. Attachments may be unmetered if they are fused by City Light at the point of service. Unmetered electric services shall be billed based on fuse rating as listed in City Light Construction Standards. the City shall be responsible for all charges incurred by City Light to replace overloaded fuses. If an unmetered service is not viable or practical, a metered facility must be installed.
- 5.4 City Light shall invoice the City annually. the City shall pay each such invoice within thirty (30) days after Company's receipt thereof. Failure to pay such invoice shall subject the the City to interest pursuant to Section 7 herein and shall be considered a default of this Agreement, subjecting the City to remedies as set forth in Section 21.

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5.5 The City shall submit to City Light an annual inventory of the number of Poles that the City 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. If the City fails to submit an inventory, the City 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.

5.6

In addition to the amounts described in Section 5.1, the City shall 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 shall invoice and the City shall pay all applicable 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, the City agrees to indemnify, defend and save harmless City Light from 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 fees made pursuant to Section 5 above, the City 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**

The City shall pay to City Light interest, compounded monthly, at the rate of one percent (1%) per month, 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 the City.

**SECTION 8. TERM AND TERMINATION**

8.1 This Agreement shall continue in effect for a period of five (5) years from the date hereof.

8.2 Notwithstanding the foregoing, the City may terminate this Agreement at any time upon one hundred eighty (180) days advance written notice to City Light of its intention to do so. Termination pursuant to this section shall not relieve the the City of any obligations that are unsatisfied at the time of termination.

8.3 City Light may terminate this Agreement pursuant to Section 21.

8.4 Company's Duty to Remove Attachments

- (a) The City has the right to remove its Attachments, at its sole expense, at any time on or before the expiration of the Agreement. However, removing Attachments shall



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not relinquish the Company's obligation to pay the entire Annual Rate, which Rate shall not be prorated.

- (b) Upon expiration of the Agreement, the City shall remove its Attachments and associated equipment from the Poles and surrender all facilities within thirty (30) days (or within such shorter period as is feasible in the case of any hazardous condition).
- (c) If the City fails to remove the Attachments within ninety (90) days of the expiration of this Agreement, City Light may remove and dispose of the Attachments at Company's expense pursuant to Subsection 21.2(e).

8.5 Upon sixty (60) days' notice, City Light may replace this Agreement with a new Master Pole Attachment Agreement to provide updates needed for consistency with the law and City policy.

**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 accommodate Company's Attachments shall be done by City Light or its authorized agent at the expense of the City.
- 9.2 If space is not available for Company's Attachments, no Permit for such Attachment shall be issued. However, City Light shall provide the City 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, Co-lash, or strand mounted antenna assemblies 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 on each Pole shall be identified by a tag containing the assigned numerical code for the the City. Each tag must be prepared, comply with and be installed as per Seattle City Light Construction Standards.
- 9.6 Failure to comply with Section 9 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

**SECTION 10. PERFORMANCE OF WORK**

- 10.1 The the City is responsible for paying for all Work 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 on Poles, all Make Ready Work pursuant to Section 11, installation of guys and anchors pursuant to Section 12, Co-lash, Overlash, placement of strand-mounted wireless antennas, and all Work required by City Light to correct noncompliant Work.

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- 10.2 the City 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. the City shall ensure that the Work and the Attachments 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 The City 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 the City fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, within sixty (60) days after notification by City Light to do so, City Light may perform such Work and make such corrections and replacements at Company's expense. If City Light discovers a violation that is likely to cause bodily harm or death, City Light will notify the the City by phone or electronic means that it must resolve the hazard immediately. In such event, the City shall resolve the hazard within twenty-four (24) hours, and the the City acknowledges that it bears the sole responsibility and liability for any hazards left unresolved.
- 10.4 The City 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, the City shall promptly remove all rubbish, refuse and other debris and all Equipment and surplus materials. If the City fails to do so, City Light may perform such work at Company's expense.
- 10.5 Failure to comply with Section 10 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

**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 the City performing its Work:
- (a) Electrical work necessary to provide sufficient space, clearance, and structural integrity 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 The City is required to pay City Light for such costs before City Light performs its Make Ready Work. Nothing in this Agreement shall prohibit the City from proposing alternate routes to avoid Make Ready Work.
- 11.3 The City shall not install wood crossarms 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. the City bears sole responsibility to ensure Poles are safe to climb and shall 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 jurisdictions, Municipal Codes, City Light Construction Standards, and current engineering

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practices.

- 11.4 If needed to perform Make Ready Work, City Light may direct the the City to first rearrange, adjust, or relocate Attachments owned by other entities. the City is responsible for notifying the other entities that such work is needed, and for ensuring that such work is performed.
- 11.5 Failure to comply with this Section 11 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

**SECTION 12. GUYS AND ANCHORS**

The City 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). Guys are required to be insulated per City Light Construction Standards. Guy markers shall be installed and meet the visibility requirements as set forth in federal, state and local codes. If the City fails to install such guys or anchors within sixty (60) days of notice by City Light, City Light reserves the right to install such guys and anchors at Company's sole expense. the City shall reimburse City Light for the entire cost of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors). Failure to comply with this Section 12 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

**SECTION 13. MAINTENANCE**

The City 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 the City at Company's own expense within thirty (30) days after receipt of notice by City Light. the City shall confirm the transfer using the transfer notification software and process currently used 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 the City fails or refuses to perform any Work required by this Agreement or to make any such changes in location of Attachments pursuant to Section 10.3, 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. RELEASE, INDEMNITY AND HOLD HARMLESS**

15.1 The City 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 the City or any of its suppliers or contractors of any tier, the respective successors and assigns of the City 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

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Company's system unless caused by the negligence or intentional acts of the Indemnitees.

- 15.2 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 the City including any claims or demands of customers of the the City with respect thereto.
- 15.3 City Light shall not be liable to the the City or to the Company's customers, and the the City 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 the City, or for interference with the operation of the cables, wires, and appliances of the the City unless caused by the negligence or intentional acts of City.
- 15.4 City Light shall not be liable to the the City for any special, indirect, incidental, consequential, exemplary, and/or punitive damages in connection with or otherwise arising out of this Agreement and the City expressly waives any claim for such damages.
- 15.5 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 the City 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.
- 15.6 Solely and expressly for purposes of its duties to defend, indemnify and hold harmless, the the City specifically waives any immunity it might have under the State Industrial Insurance law, RCW Title 51, or any similar worker's compensation act, in the event that a claim is made against the City for an injury to any employee of the City. THE the City ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.
- 15.7 The provisions of this Section 15 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**SECTION 16. WORKERS' COMPENSATION, INSURANCE AND BONDS**

- 16.1 The City 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.
- 16.2 Such insurance shall:
- (a) Include the City of Seattle, its agents and joint users as additional insureds for

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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.
- 16.3 The City shall ensure that any subcontractor of any tier performing any Work pertaining to the Permit shall be contractually obligated by the the City to assume the requirements of Sections 15 and 16 herein.
- 16.4 The limits of liability specified above are minimum limits only; they shall not be construed to limit the liability either of the the City, 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 limits of liability maintained by the the City or any of its subcontractors of any tier, whether such limits are primary, excess, contingent or otherwise.
- 16.5 Prior to commencement or performance of any the Work, the the City 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.
- The insurer(s) issuing such insurance and the policy and endorsement language of each policy shall be subject to approval by City Light.
- 16.6 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 18 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).
- 16.7 The the City shall promptly advise City Light, Asset Management and Large Projects, 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 the City shall be furnished to City Light by mail at the address listed in Section 18.
- 16.8 The requirements of this Agreement as to insurance and acceptability to City Light of insurers and insurance to be maintained by the City are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by the City under

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this Agreement.

- 16.9 the City shall ensure that, with respect to all persons performing the Work, the City 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. the City 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.
- 16.10 Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice.
- 16.11 In addition, the City 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.
- 16.12 The provisions of this Section 16 shall not apply to public entities.

**SECTION 17. PERMISSION FROM LOCAL AUTHORITY, EASEMENTS, AND OTHER PROPERTY RIGHTS**

- 17.1 The City 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 Attachments and the Company's system in accordance with this Agreement. the City 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, including evidence satisfactory to City Light of Company's authority to erect and maintain its facilities within the public right-of-way, and any necessary permission or consent from federal, state, or municipal authorities.
- 17.2 This Agreement shall not be construed as requiring City Light to obtain any easement for the benefit of the the City.
- 17.3 The City shall secure from property owners, at its own expense, any easement necessary to cross private property in order to connect to Poles.

**SECTION 18. NOTICES AND OTHER COMMUNICATIONS**

- 18.1 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, or by electronic mail, to the parties at the following respective addresses:

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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: the City  
City of Shoreline  
Attn: Christina Arcidy  
17500 Midvale Ave N  
Shoreline, WA 98133-4905  
carcidy@shorelinewa.gov  
PH: (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.

- 18.2 Notwithstanding the foregoing, City Light requires the the City to deliver, by mail, personal delivery or electronic mail, a copy of any original applications or other documents containing an original signature.
- 18.3 All notices shall 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.
- 18.4 Either party at its discretion may from time to time designate a new address for notices and other communication.

**SECTION 19. COMPLIANCE**

- 19.1 In the performance of the Work and this Agreement, the City 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).
- 19.2 the City 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 20. NONWAIVER**

The failure of City Light to insist upon or enforce strict performance by the City 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.

**Master Pole Attachment Agreement**  
**SECTION 21. DEFAULT AND CITY'S REMEDIES**

21.1 City Light's Right to Terminate or Cancel

- (a) Notwithstanding other remedies provided for in this Agreement, City Light may terminate this Agreement if the City fails to pay any sum due to City Light under this Agreement, or to provide and maintain the Insurance or other security as required in this Agreement.
- (b) Notwithstanding other remedies provided for in this Agreement, City Light may terminate this Agreement or cancel a particular Permit or Permits for specific Pole Attachments if the City defaults in any manner in performing any Work or action required under this Agreement.
- (c) Notwithstanding other remedies provided for in this Agreement, City Light may terminate this Agreement if the City has not applied for any Permit within six (6) months from the date of Agreement execution and does not have any other Attachments on a Pole.
- (d) City Light shall give the City written notice of any default and its intent to terminate this Agreement or cancel a Permit pursuant to this Section. the City shall have thirty (30) days from the date on the written notice to cure such default.
- (e) Any termination or cancellation of a Permit pursuant to this Section shall be effective immediately upon Company's failure to cure its default within thirty (30) days following City Light's written notice of termination to the City.
- (f) Termination of this Agreement or cancellation of any specific Permit shall not release the City from any liability or obligations under this Agreement, including, without limitation, the obligation to continue to pay fees, costs, charges or interest as provided in this Agreement for such time as Company's Attachments remain on City Light's Poles, Company's obligation to pay any costs and expenses incurred by City Light for the removal of Company's Attachments or related equipment, and financial penalties imposed by City Light for failure of the City to remove its Attachments and equipment in accordance with this Agreement.

21.2 Company's Duty to Remove Attachments or Perform Work

- (a) Upon termination of this Agreement, or cancellation of any Permit or Permits issued pursuant to this Agreement, the City agrees to remove its Attachments and all equipment from any Poles affected within thirty (30) days after the effective date of such termination or cancellation (or within such shorter period as is feasible in the case of any hazardous condition), at Company's sole expense.
- (b) If the City fails to perform any Work required by City Light pursuant to this Agreement or fails to remove any Attachment or equipment upon cancellation of any specific Permit or upon termination of this Agreement, City Light shall have the right to perform such Work, on its own or through a contractor, and to effect such removals.
- (c) In case of emergency or immediate service needs of City Light, City Light may perform such removal or Work without notice to the City or upon such notice as may be reasonable under the circumstances.



**Master Pole Attachment Agreement**

- (d) The City shall pay all costs and expenses of any Work or removal performed by City Light. the City shall pay such costs within thirty (30) days of the date of City Light's invoice for such costs
- (e) If City Light removes any of Company's Attachments on City Light's Poles pursuant to this Section or any other Section of this Agreement, City Light has the right to any one or combination of the following options with regard to the removed equipment:
  - (i) City Light may hold such Attachment as additional security for the payment of any sums due under this Agreement;
  - (ii) City Light may sell such Attachment at a public or private sale without notice to the City, and apply the proceeds to the payment of sums due under this Agreement, and turn over the balance, if any, to the City;
  - (iii) City Light may consider such Attachment abandoned without notice to the City, and use such Attachments for its own purposes; and/or
  - (v) City Light may return such equipment over to the City.

**21.3 Remedies in Lieu of Termination or Removal**

- (a) If the City fails to cure a default or violation of this Agreement within the required time:
  - (i) City Light may impose a penalty upon the City pursuant to SMC 21.49.140 or as amended. the City shall pay City Light within thirty (30) days of the date of an invoice therefor.
  - (ii) City Light may discontinue any Make Ready Work on any of Company's Attachments on Poles and may discontinue processing Company's applications to attach to Poles, until the default is cured.
- (b) If the City fails to remove its Attachment from any Pole within the required time following termination or cancellation:
  - (i) City Light may impose a penalty upon the City pursuant to SMC 21.49.140 or as amended. the City shall pay City Light within thirty (30) days of the date of an invoice therefor.
  - (ii) City Light may discontinue any Make Ready Work on any of Company's Attachments on Poles and may discontinue processing Company's applications to attach to Poles, until the Attachments are removed.

**SECTION 22. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

- 22.1 The City 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 the City from liability or any obligation within this Agreement, whether before or after consent or assignment.

**Master Pole Attachment Agreement**

22.2 Company’s failure to provide notice or obtain City Light’s consent pursuant to this Section shall be considered a material default pursuant to Section 21 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 the City to enter into a new Agreement with City Light.

**SECTION 23. SURVIVAL**

The obligations imposed on the City 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 24. ENTIRE AGREEMENT**

24.1 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.

24.2 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.

24.3 Except as otherwise permitted herein, this Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both parties.

24.4 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 25. APPLICABLE LAW**

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

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

the City

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

Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_

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

**Master Pole Attachment Agreement**

The City of Seattle - Seattle City Light

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

Print Name: \_\_\_\_\_

Address: 3613 4<sup>TH</sup> Ave S

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

Seattle, WA 98134

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