



200705160737 15 PGS
05/16/2007 2:17pm \$0.00
PIERCE COUNTY, WASHINGTON

When Recorded, Return To:

City of Tacoma
City Clerk's Office
747 Market Street, Room 220
Tacoma WA 98402-3769

ORIGINAL

DOCUMENT TITLE

Interlocal Agreement with City of Fife

Grantor

City of Tacoma

Grantee

City of Fife

Description

Interlocal Agreement for installation, maintenance, and operation I-net with public rights-of-way

Reference Number

Assessor's Parcel Number

AFTER RECORDING RETURN TO:

City of Tacoma
City Clerk's Office
747 Market Street, Rm. 220
Tacoma, Washington 98402

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF FIFE AND THE CITY OF TACOMA
FOR
INSTALLATION, MAINTENANCE, AND OPERATION OF I-NET
WITHIN PUBLIC RIGHTS-OF-WAY**

THIS INTERLOCAL AGREEMENT is made and entered into this day by and between the CITY OF FIFE ("Fife") and the CITY OF TACOMA ("Tacoma"), hereafter the "Parties."

RECITALS

WHEREAS Tacoma is a first-class city operating under the laws of the state of Washington; and

WHEREAS Fife is a non-charter code city operating under the laws of the state of Washington; and

WHEREAS Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes agreements between jurisdictions to cooperate on a basis of mutual advantage to provide services and facilities in a manner that will accord best with geographic,

economic, and other factors influencing the needs and development of local communities; and

WHEREAS Tacoma, through its cable agreement with the Tacoma Public Utilities Light Division doing business as CLICK! Network, manages and controls an institutional network ("I-Net"); and

WHEREAS the I-Net can be connected, by and at the cost of Tacoma, via a route extending over and through Fife public rights-of-way, which connection can then be used to provide educational video, voice, and data transmission for support of educational access channel programming and other educational or governmental uses; and

WHEREAS, in addition to the uses authorized above, the I-Net can be installed and connected, by and at the cost of Tacoma, to governmental or educational facilities located in the City of Fife, over and through Fife public rights-of-way, which installations and connections may be used and operated for governmental and educational video, voice, and data transmission; and

WHEREAS, the connection to, from and between other educational and governmental facilities, will benefit Fife by enhancing and/or facilitating the transmission of educational and other programming to residents of Fife and by providing voice, video and data transmission to governmental and educational facilities providing services to residents of Fife.

NOW, THEREFORE, in order to facilitate connection of the I-Net to City of Fife, it is agreed by and between the Parties as follows:

ARTICLE 1. DEFINITIONS. For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein; words not defined have their ordinary meaning. Unless the context appears otherwise, defined terms are capitalized words that are not the first word in a sentence.

1.1 Agreement. "Agreement" shall mean the rights and obligations granted by this Agreement and exhibits attached hereto and conditioned as set forth herein.

1.2 I-Net. "I-Net" shall mean and refer to the institutional network owned and operated by Tacoma as a communications system capable of providing voice, video, and data services for government agencies, schools, libraries, and other

public agencies, and which is capable of cross-connecting Tacoma facilities to other agencies and consisting of the HFC I-Net and Fiber I-Net.

1.3 Law(s) and Ordinance(s). “Law(s) and Ordinance(s)” shall mean all present and future applicable laws, ordinances, rules, regulations, resolutions, permits, authorizations, orders, and requirements of all federal, state, county, and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Rights-of-Way, including Fife, acting in its governmental capacity, to the extent not preempted by federal laws, regulations, or other requirements.

1.4 Project. “Project” shall mean and refer to the installation and construction of the I-Net in, over, under, and upon the Rights-of-Way, pursuant to the terms and conditions of this Agreement.

1.5 Property. “Property” shall mean and refer to conduit owned by the City of Fife.

1.6 Right(s)-of-Way. “Right-of-Way” or “Rights-of-Way” shall mean and refer to the public streets and easements which, under the Fife Municipal Code, Fife Ordinances, and applicable laws, Fife has authority to grant use thereof, or has regulatory authority over, excluding railroad rights-of-way, airport, and harbor areas. Rights-of-Way, for the purpose of this Agreement, do not include buildings, parks, poles, conduits, or similar facilities or property owned by or leased to Fife, including, by way of example and not limitation, structures in the Public Rights-of-Way such as utility poles and light poles.

1.7 Use Area. “Use Area” shall mean and refer to the Rights-of-Way and Property as approved by the Fife City Manager in accordance with Article 3.1 of the Agreement.

ARTICLE 2. PURPOSE. The purpose of this Agreement is for the Parties to set forth in writing their mutual agreement providing for the use of certain Fife Rights-of-Way and Property by Tacoma for the construction, installation, maintenance, and operation in such Rights-of-Way and use of such Property of and for the I-Net in order to connect the Fife to the I-Net as a means of providing educational voice, video, and data transmission and other educational or governmental uses.

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ARTICLE 3. PROPERTY AND RIGHT-OF-WAY USE GRANTED.

3.1 Grant. Fife hereby grants to Tacoma a non-exclusive general permission to enter, use, and occupy City right of way and/or to access, and use Property. Once this grant becomes effective, it shall authorize Tacoma to use the Rights-of-Way and/or to access, and use Property within the Use Area to construct, install, maintain, and operate the I-Net to, (a) provide educational voice, video, and data transmission, over the I-Net to support the educational access channel programming and other educational or governmental uses, and (b) to provide voice, video and data transmission to, from and between governmental and educational facilities for governmental and educational uses. The Parties agree that no compensation is required to be paid by Tacoma to Fife for Tacoma's use of the Rights-of-Way and/or Property, pursuant to the grant provided herein.

Such grant is subject to, and must be exercised in, strict accordance with this Agreement. Provided further, that the exercise of any rights pursuant to the Agreement is subject to the exercise of Fife's police powers, and other regulatory powers, responsibilities, and authorities as it may now have, or may obtain in the future, and all rights granted herein must be exercised in strict accordance with applicable law, including, by way of example and not limitation, zoning codes and permitting requirements.

No rights shall pass to Tacoma by implication. In addition to the uses specified herein, the grant shall constitute a right to provide the services of the I-Net in accordance with the provisions of this Agreement.

ARTICLE 4. CONDITIONS OF GRANT.

Exercise of the rights granted under this Agreement as to construction and installation of the I-Net within the Use Area, in addition to conditions specified elsewhere in this Agreement, is contingent upon the occurrence of the following conditions:

4.1 Plans to be submitted. That Tacoma submit to Fife detailed plans relating to the precise location within the Use Area proposed for installation of the HFC I-Net, what the facilities and equipment comprise the I-Net, and the proposed construction of the HFC I-Net.

4.2 Approval of Plans. That Tacoma obtain approval by the Fife City Manager relative to precise location, both in terms of use of requested Rights-of-Way and Property and in terms of the approval of the precise location of the I-Net within the requested Rights-of-Way and Property, as well as approval of Interlocal Agreement for I-Net

the type of equipment and facilities comprising the I-Net to be installed and the construction techniques to be utilized.

4.3 Removal of I-Net. Upon termination of the Agreement, Tacoma, at the reasonable discretion of Fife, may be required to remove its I-Net from the Use Area, and restore such Use Area to its same or better condition as existed just prior to such removal. If Tacoma fails to remove property that Fife requires it to remove, after Fife delivers written notice to Tacoma to remove its I-Net, Fife may perform the work or cause the work to be performed and collect the cost thereof from Tacoma.

4.4 Responsibility for Costs. Except as expressly provided otherwise, any act that Tacoma is required or authorized to perform under this Agreement shall be performed at its cost. If Tacoma fails to perform work that it is required to perform within the time provided for performance, Fife may perform the work or cause the work to be performed and collect the cost from Tacoma. Tacoma shall pay the amounts billed within 30 days after receipt of the bill.

4.5 Construction, Installation, Maintenance, and Operation. Tacoma shall, in all cases, comply with all lawful Fife Ordinances and regulations, now in effect or hereinafter enacted, regarding the acquisition of permits and such other items as may be required by Fife in connection with the construction, installation, maintenance, or operation of the I-Net in the Use Area.

Without limiting the foregoing, Tacoma agrees that it shall, in the course of constructing, installing, maintaining, and operating its I-Net, among other things:

4.5.1 By a time specified by Fife, protect, support, temporarily disconnect, relocate, or remove any of its property when required by Fife by reason of traffic conditions; public safety; Right-of-Way construction; Right-of-Way repair (including resurfacing or widening); change of Public Right-of-Way grade; construction, installation, or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility, or improvement of any government-owned utility; Right-of-Way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the I-Net in the Use Area. Collectively, such matters are referred to below as the "public work."

4.5.2 In the event of an emergency, or where the I-Net creates or is contributing to an imminent danger to health, safety, or property, Fife may protect, support, temporarily disconnect, remove, or relocate any or all parts of the I-Net without prior notice, and charge Tacoma for costs incurred.

4.5.3 If any person that is authorized to place facilities in the Rights-of-Way or Property requests Tacoma to protect, support, temporarily disconnect, remove, or relocate Tacoma's I-Net or any part thereof to accommodate the construction, installation, operation, or maintenance of the facilities of such other person, Tacoma shall, after 30 days' advance written notice, take action to effect the necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, or unless Tacoma's I-Net was not properly installed, the cost of the same shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation at no charge to Fife, even if Fife makes the request for such action.

4.5.4 Tacoma shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The cost of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same.

4.6 Compliance with laws. Tacoma's obligation to construct, install, maintain, and operate its I-Net in compliance with all laws, ordinances, departmental rules and regulations, and practices affecting such I-Net, includes, by way of example and not limitation, the obligation to construct, install, maintain, and operate in accordance with zoning codes, safety codes, and Fife construction standards, including the most current version of the Standard Specifications for Road, Bridge, and Municipal Construction, as prepared by the Washington State Department of Transportation ("WSDOT") and the Washington State Chapter of American Public Works Association ("APWA"); the most current version of the APWA Amendments to Division One, and the most current version of the Fife Amendments thereto. In addition, the construction, installation, maintenance, and operation shall be performed in a manner consistent with high industry standards. Tacoma shall exercise reasonable care in the performance of all its activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

4.7 Permits required. Tacoma's construction, installation, maintenance, and operation of its I-Net shall not commence until all required permits have been properly filed for and obtained from the proper Fife City officials and all required permits and associated fees paid. In any permit so issued, Fife may impose, as a condition of the granting of the permit, such conditions and regulations as may be necessary to the management of the Rights-of-Way and Property, including, by way of example and not limitation, for the purpose of protecting any structures in the Rights-of-Way and Property, maintaining proper distance from other utilities,

for the proper restoration of such Rights-of-Way and Property and structures, and for the protection of Fife, the public, and the continuity of pedestrian and vehicular traffic. Tacoma's plans for work in the Use Area may be publicized as Fife may direct, in order to notify the public and operators of other communication systems, of the impending work, in order to minimize inconvenience and disruption to the public and to allow joint use by others.

4.8 Control and Inspection of Work. Tacoma must follow Fife-established requirements for placement of facilities in Rights-of-Way and Property, including the specific location of facilities in the Rights-of-Way and Property, and must in any event install facilities in a manner that minimizes interference with the use of the Rights-of-Way and Property by others. Fife may require that facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to particular Rights-of-Way and Property; may deny access if Tacoma is not willing to comply with Fife's requirements; may remove, or require removal of, any facility that is not installed in compliance with the requirements established by Fife, or which is installed without prior Fife approval of the time, place, or manner of installation, and charge Tacoma for all the costs associated with removal; and may require Tacoma to cooperate with others to minimize adverse impacts on the Public Rights-of-Way and Property.

4.9 Restoration required. Tacoma shall promptly repair any and all Rights-of-Way, Property, other public property, or private property that is disturbed or damaged during the construction, installation, maintenance, and operation of its I-Net. Property, public property and Rights-of-Way must be restored to the reasonable satisfaction of Fife or to a condition as good as or better than before the disturbance or damage occurred.

4.10 Dispute resolution. In any dispute over the adequacy of a restoration relative to this Section 3, the Parties agree to resolve the dispute through a mutually agreeable and binding dispute resolution process.

4.11 Inspection by Fife. Fife may inspect the I-Net at any time reasonable under the circumstances to ensure compliance with this Agreement and applicable law, including ensuring that the I-Net is constructed and maintained in a safe condition. If an unsafe condition is found to exist, Fife, in addition to taking any other action permitted under applicable law, may order Tacoma, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition on a time table established by Fife which is reasonable in light of the unsafe condition. Fife has the right to correct, inspect, administer, and repair the unsafe condition if Tacoma fails to do so, and to charge Tacoma therefor.

ARTICLE 5. TERM; EFFECTIVE DATE. The term of this Agreement shall be co-extensive with the current ten-year term of City of Tacoma Cable Franchise Ordinance No. 26323 (the "CFO"), entered into by and between the City of Tacoma and TCI of Tacoma, Inc., a Washington corporation ("TCIT") now d.b.a. Comcast, and dated December 8, 1998. Termination or extension of the CFO shall not affect the term of this agreement. This Agreement will become effective upon the:

- a. the approval of this Agreement by each party's governing body; and
- b. recording of this Agreement with the Pierce County Auditor.

ARTICLE 6. ANNUAL REVIEW. Tacoma and Fife agree to annually review the effectiveness of this Agreement on or about the anniversary date of this Agreement. Failure to conduct such review shall not be grounds for termination of this Agreement.

ARTICLE 7. AMENDMENTS. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto in the same manner as such Party has authorized this Agreement. Any amendment must be approved by the governing body of each party to this agreement, pursuant to the requirements of Ch. 39.34 RCW.

ARTICLE 8. FINANCING. Tacoma shall bear all costs associated with the construction, installation, maintenance, and operation of the I-Net. Fife shall bear all costs associated with the management and control of the Rights-of-Way and Property. Fife shall pay a monthly service fee of \$330.00 to Tacoma based on Fife having a 10 Meg Gigabite ethernet service connection. Should Fife's service connection needs change, the monthly service fee will be adjusted consistent with Tacoma's I-Net ("CityNet") service fee schedule. Service fees shall be subject to change from time to time, including, but not limited to, increases and adjustments made by Tacoma incident to and through its budget processes. In the event of a fee change, Tacoma shall provide Fife with 90 days notice of the same.

Payment of connection service fees shall be made within 30 days of Fife's receipt of an invoice.

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ARTICLE 9. INDEMNIFICATION. Tacoma agrees to, indemnify and hold harmless Fife, its trustees, elected and appointed officers, agents, and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by Fife or any third party arising out of, or by reason of, or resulting from or of the acts, errors, or omissions of the I-Net, or Tacoma's agents, independent contractors, or employees related to or in any way arising out of the construction, installation, maintenance, or operation, of the I-Net; provided, however, that these indemnifications shall not apply to losses or damages occasioned by interruptions in service.

ARTICLE 10. JOINT BOARD. There will be no joint board created to administer this Agreement. Tacoma shall, subject to the terms and conditions of this Agreement, have full control and authority of use of the I-Net, and Fife, subject to the terms and conditions of this Agreement, shall retain its authority to manage and control the Rights-of-Way and Property used for purposes of I-Net.

ARTICLE 11. PROPERTY. Tacoma will own, manage, and control the equipment, facilities, and cable it installs, pursuant to this Agreement, as part of the I-Net; provided that, Tacoma will not acquire and Fife does not convey to Tacoma a real property interest in the Rights-of-Way, or Property used for purposes of I-Net. Upon termination of this Agreement, Tacoma shall be obligated to remove its property from the Rights-of-Way and Property in accordance with Article 3 herein.

ARTICLE 12. USE OF PUBLIC RIGHTS-OF-WAY.

12.1 Fife's Regulatory Role Reserved. Nothing in this Agreement is intended or shall be construed to require that Fife exercise its discretionary authority under its regulatory Ordinances to further either the Project development or bind Fife to do so. Fife will process applications for permits and approvals associated therewith as if such applications were made without any Fife participation in such projects, to the extent not preempted by federal laws, regulations, or other requirements.

12.2 Overriding Legal Requirements. Notwithstanding anything to the contrary in this Agreement, nothing shall be deemed to preclude or excuse Tacoma from complying with all applicable Laws and Ordinances and Environmental Standards.

ARTICLE 13. FILING. A copy of this Agreement shall be filed with the Office of Pierce County Auditor at the expense of the City of Tacoma; the City Clerk of Tacoma and the City Clerk of Fife.

ARTICLE 14. FAILURE TO COMPLY. In the event either of the Parties defaults on the performance of any terms of this Agreement, or either Party places the enforcement of this Agreement in the hands of an attorney, is required to file a judicial or administrative appeal, or files a lawsuit, the prevailing party shall be entitled to be reimbursed its reasonable attorney's fees, costs, and expenses. The venue for any dispute related to this Agreement shall be Pierce County, Washington.

ARTICLE 15. WAIVER. The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

ARTICLE 16. EXCULPATION. Notwithstanding anything contained to the contrary in any provision of this Agreement, it is specifically agreed and understood that there shall be absolutely no personal liability on the part of any elected or appointed officials, individual officers or directors or employees of Tacoma or Fife with respect to any of the obligations, terms, covenants, and conditions of this Agreement.

ARTICLE 17. REPRESENTATIONS AND WARRANTIES.

17.1 Tacoma's Representations and Warranties. Tacoma hereby represents and warrants to Fife that it has full statutory right, power, and authority to enter into this Agreement and perform in accordance with its terms and provisions; that the Parties signing this Agreement on behalf of Tacoma have the authority to bind Tacoma and to enter into this transaction; and that Tacoma has taken all requisite

action and steps to legally authorize the execution, delivery, and performance of this Agreement.

17.2 Fife's Representations and Warranties. Fife hereby represents and warrants to Tacoma that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions; that the Parties signing this Agreement on behalf of Fife have the authority to bind Fife and to enter into this transaction; and that Fife has taken all requisite action and steps to legally authorize the execution, delivery, and performance of this Agreement.

ARTICLE 18. MISCELLANEOUS.

18.1 Captions. The headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect this Agreement and shall be disregarded in constructing or interpreting any part of its provision.

18.2 Construction. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document and any ambiguities contained therein shall be construed and resolved against the drafting party shall be inapplicable in the interpretation of this Agreement.

The provisions of this Agreement shall be construed as a whole according to their common meaning not strictly for or against any part and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Agreement.

18.3 Entire Agreement. This Agreement and any collateral instruments referenced herein contain the entire agreement between the Parties hereto as to the subject matter hereof and supersedes all prior discussions and understandings between them. Previous drafts of this Agreement or any portions thereof shall not be utilized in any manner by either Party should any dispute arise as to the intent of this Agreement.

18.4 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inference be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in

question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

18.5 Notices. All notices which may be or are requested to be given pursuant to this Agreement shall be deemed given when personally delivered, or when deposited in the United States Mail, postage prepaid, marked registered or certified mail, return receipt requested, and addressed to the Parties at the following addresses unless otherwise provided for herein:

To Tacoma: City Manager
 City of Tacoma
 747 Market Street, 12th Floor
 Tacoma, Washington 98402-3767

To Fife: City Manager
 City of Fife
 5411 23rd St. E.
 Fife, WA 98424

Either Party may change the address to which notices shall be sent by notice to the other Party.

18.6 Incorporation by Reference. All exhibits and appendices annexed hereto at the time of execution of this Agreement or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

18.7 Severability. If any term, provision, covenant, clause, sentence, or any other portion of the terms and conditions of this Agreement or the application thereof to any person or circumstances shall, to any extent, become null, void, invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, clause, sentence, or any other portion of the terms and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in force and effect to the fullest extent permitted by law, unless rights and obligations of the Parties have been materially altered or abridged by such invalidation, nullification voiding or enforceability.

18.8 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Tacoma and Fife. The Parties intend that the rights, obligations, and covenants in this Agreement and the collateral instruments shall be exclusively enforceable by Tacoma and Fife, their successors and assigns. No

term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder, except as may be otherwise provided herein.

18.9 Conflict of Interest. No member, official, or employee of either Party shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

18.10 Discrimination. The Parties agree that during the construction of the Project, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, handicap, or national origin.

[Remainder of page intentionally left blank. Next page is signature page]

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

CITY OF TACOMA

CITY OF FIFE

By 
Eric A. Anderson.
City Manager

By 
City Manager

Countersigned:

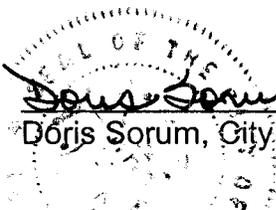
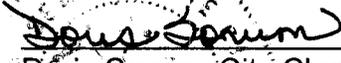
Attest:

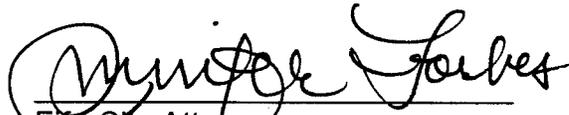

Rey Arellano, CIO, Asst. City Manager


City Clerk

Attest:

Approved as to form:


 5-10-07
Doris Sorum, City Clerk


Fire City Attorney

Approved as to form:


Cheryl Carlson
Assistant City Attorney

ORIGINAL


Deborah L. Dahlstrom
Risk Manager



RESOLUTION NO. 37169

1 A RESOLUTION authorizing the execution of an Interlocal Agreement with the
2 City of Fife, to allow the City of Tacoma to construct, maintain and
3 operate CityNet within the City of Fife, to transport educational and
4 governmental video, voice, and/or data.

5 WHEREAS Tacoma, through its cable agreement with the Tacoma
6 Public Utilities Light Division, d.b.a. CLICK! Network, manages and controls an
7 institutional network ("I-Net"), d.b.a. CityNet, and

8 WHEREAS, under this Agreement, CityNet can be connected to the City
9 of Fife's ("Fife") governmental facilities, by and at the cost of Tacoma, via a
10 route extending over and through Fife public rights-of-way, to provide voice,
11 video, and data transmission for support of governmental and/or educational
12 access channel programming and other educational or governmental uses, and

13 WHEREAS Chapter 39.34 RCW, the Interlocal Cooperation Act,
14 authorizes agreements between jurisdictions to cooperate on a basis of mutual
15 advantage to provide services and facilities in a manner that will accord best
16 with geographic, economic, and other factors influencing the needs and
17 development of local communities, and

18 WHEREAS Fife and the City desire to enter into an Interlocal Agreement
19 to authorize and allow interconnections between CityNet and other
20 governmental and educational facilities located within Fife to support
21 educational and governmental uses, and

22 WHEREAS there will be a one-time construction cost to Tacoma of
23 approximately \$3,800, with monthly revenues thereafter collected from Fife on
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the basis of the CityNet fee schedule and Fife's level of service connection to CityNet; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an Interlocal Agreement with the City of Fife, for the purposes hereinabove enumerated, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

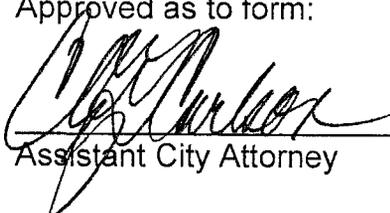
Adopted APR 24 2007

Mayor

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

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REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #:	11341
Ordinance #:	
Resolution #:	37169

Do Pass

2007 MAR 20 PM 1:58

CITY CLERK'S
OFFICE

1. DATE: March 20, 2007

2a. REQUESTING DEPARTMENT/DIVISION/PROGRAM Information Technology/Program Management	3. CONTACT PERSON (for questions): Chas Hilton	PHONE/EXTENSION 591-5727
2b. DO PASS FROM COUNCIL STANDING COMMITTEE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PERSON PRESENTING (if different):	

4. PREPARATION OF Resolution IS REQUESTED FOR THE CITY COUNCIL MEETING OF TUESDAY April 24, 2007.

5. SUMMARY TITLE/RECOMMENDATION: (A concise sentence, as it will appear on the Council agenda.)

Authorizing the execution of an Interlocal Agreement with the City of Fife to allow the City of Tacoma to construct, maintain, and operate CityNet within the City of Fife, to transport educational and governmental video, voice, and/or data.

6. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes agreements between jurisdictions to cooperate on a basis of mutual advantage to provide services and facilities. Tacoma, through its cable agreement with the Tacoma Public Utilities Light Division doing business as CLICK! Network, manages and controls an institutional network ("CityNet"). CityNet can be connected, by and at the cost of Tacoma, via a route extending over and through Fife public rights-of-way, which connection can be used to provide video, voice, and/or data transmission for support of governmental and/or educational access channel programming and other educational or governmental uses. The connections to, from and between educational and governmental facilities, in Fife, will save customers one-third to one-half the cost of commercial carriers, as well as generate revenue for the City of Tacoma. A one-time construction cost will be approximately \$3,800. Revenues will be collected on a monthly basis.

7. FINANCIAL IMPACT:

- A. NO
- B. YES, OVER \$100,000. Fiscal note attached.
- C. YES, UNDER \$100,000. Provide funding source information below.

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
1431 IT Franchise Services		\$3,800		\$3,800

If an expenditure, is it budgeted? Yes No Where? Cost Center:

Acct #:

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Proposed Interlocal Agreement	City Clerk

9. ATTORNEY CONTACT: (Enter name of attorney with whom you've been working.) Cheryl Carlson (591-5632)

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 3/20/07 cm 10. Department Director/Utility Division Approval	 Finance Director Approval	 City Manager/Director Utilities Approval
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