

**INTERLOCAL AGREEMENT**

**Between**

**THURSTON COUNTY**

**And**

**CITY OF TUMWATER**

**Amendment No. 3**

AMENDMENT NO. 3 (Amendment) is entered into this 5<sup>th</sup> day of February, 2015 by and between City of Tumwater, a Washington Municipal Corporation (City), and Thurston County, a political subdivision of the State of Washington (County).

- A. The City and County entered into an Interlocal Agreement dated effective December 26, 2007, as amended by First Amendment dated effective June 11, 2008 and the Second Amendment dated effective March 10, 2009 (collectively "Agreement"), whereby the City provided dark fiber for the County. The County agreed to reimburse the City for work performed.
- B. Section 10 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.
- C. The parties desire to amend the Agreement to allow the County shared access of the City's fiber optic cable to the TCOMM Facility.

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

**1. PURPOSE**

The purpose of this Amendment is to allow the County shared use of the City's two (2) strands of single-mode fiber optic cable, located at Thurston 9-1-1 Communications (TCOMM Facility) 2703 Pacific Ave SE, Olympia Washington.

The two (2) strands of single-mode fiber optic cable to be shared will start at the I-5 cabinet located on Deschutes Way and end at the TCOMM Facility. See attached Exhibit "A4" for reference of route.

The County shall provide, maintain and manage the hardware for the City's connection to the TCOMM Facility.

**2. TERM**

The term of the amendment shall be five (5) years, commencing on the first day of January, 2015 and terminating five (5) years thereafter on January 1, 2020 unless sooner terminated according to the provisions herein.

3. COST

The County shall be responsible for paying any applicable fees, charges or taxes directly to the applicable entity. The City shall have no liability for any fees, charges, or taxes imposed, now or in the future, by any Federal, State, or Local Agency assessed against this leased fiber optic cable. The County shall compensate the City annually effectively January 1, 2015 and shall be due and payable no later than January 31 of each year. Payment schedule as follows.

For the year 2015 (billed January 1, 2015), County will pay to the City, in the amount of \$30.60 per mile for a distance of 9 miles for a total of \$275.40 per month ( $\$30.60 \times 9 = \$275.40$ ). Payment shall be for the full year for a total of \$3,304.80 ( $\$275.40 \times 12 = \$3,304.80$ ).

For the year 2016 (billed January 1, 2016), County will pay to the City, in the amount of \$31.21 per mile for a distance of 9 miles for a total of \$280.89 per month ( $\$31.21 \times 9 = \$280.89$ ). Payment shall be for the full year for a total of \$3,370.68 ( $\$280.89 \times 12 = \$3,370.68$ ).

For the year 2017 (billed January 1, 2017), County will pay to the City, in the amount of \$31.83 per mile for a distance of 9 miles for a total of \$286.47 per month ( $\$31.83 \times 9 = \$286.47$ ). Payment shall be for the full year for a total of \$3,437.64 ( $\$286.47 \times 12 = \$3,437.64$ ).

For the year 2018 (billed January 1, 2018), County will pay to the City, in the amount of \$32.47 per mile for a distance of 9 miles for a total of \$292.23 per month ( $\$32.47 \times 9 = \$292.23$ ). Payment shall be for the full year for a total of \$3,506.76 ( $\$292.23 \times 12 = \$3,506.76$ ).

For the year 2019 (billed January 1, 2019), County will pay to the City, in the amount of \$33.12 per mile for a distance of 9 miles for a total of \$298.08 per month ( $\$33.12 \times 9 = \$298.08$ ). Payment shall be for the full year for a total of \$3,576.96 ( $\$298.08 \times 12 = \$3,576.96$ ).

4. TERMINATION

After a period of one (1) year from the date of commencement of this Amendment, either party may terminate this Amendment by furnishing to the other party, by registered mail, a written notice of termination at least ninety (90) days prior to the intended date of termination. If the County defaults in payment, or breaches any other covenant or condition of this Agreement, the City may immediately terminate the County's use of the shared leased fiber optic cable for such default, and take possession of County's Improvements.

Notwithstanding the previous paragraph, County hereby acknowledges that this Amendment is subject to all conditions in the City's Interlocal Agreement with WSDOT.

5. NOTICE

Written notice shall be certified mail addressed to the parties at the addresses as follows:

City of Tumwater

c/o Brian Scharber, Information Services Manager  
555 Israel Rd SW  
Tumwater, WA. 98501

Thurston County Central Services Department

c/o John Zollars  
2000 Lakeridge Dr. SW, Bldg 1 Rm035  
Olympia, WA 98502-5446

WSDOT


c/o Randy Baker, Network Services Manager  
Office of Information Technology  
809 Legion Way / P.O. Box 47430  
Olympia, WA 98504-7430

6. ASSIGNMENT AND SUBLEASE

County shall not assign or transfer its interest in this lease, or sublet the leased fiber optic cable or any parts thereof, or permit the leased fiber optic cable to be used for any purpose not permitted by this lease, without prior written consent of the City.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT MODIFIED HEREIN REMAIN IN FULL FORCE AND EFFECT.

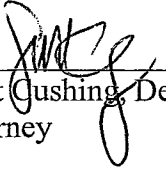
**Thurston County**

  
\_\_\_\_\_  
Martin Casey, Director  
Central Services Department

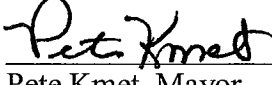
Date 2/5/15

**Approved as to Form**

JON TUNHEIM  
PROSECUTING ATTORNEY

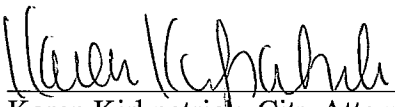
By:   
\_\_\_\_\_  
Scott Cushing, Deputy Prosecuting  
Attorney

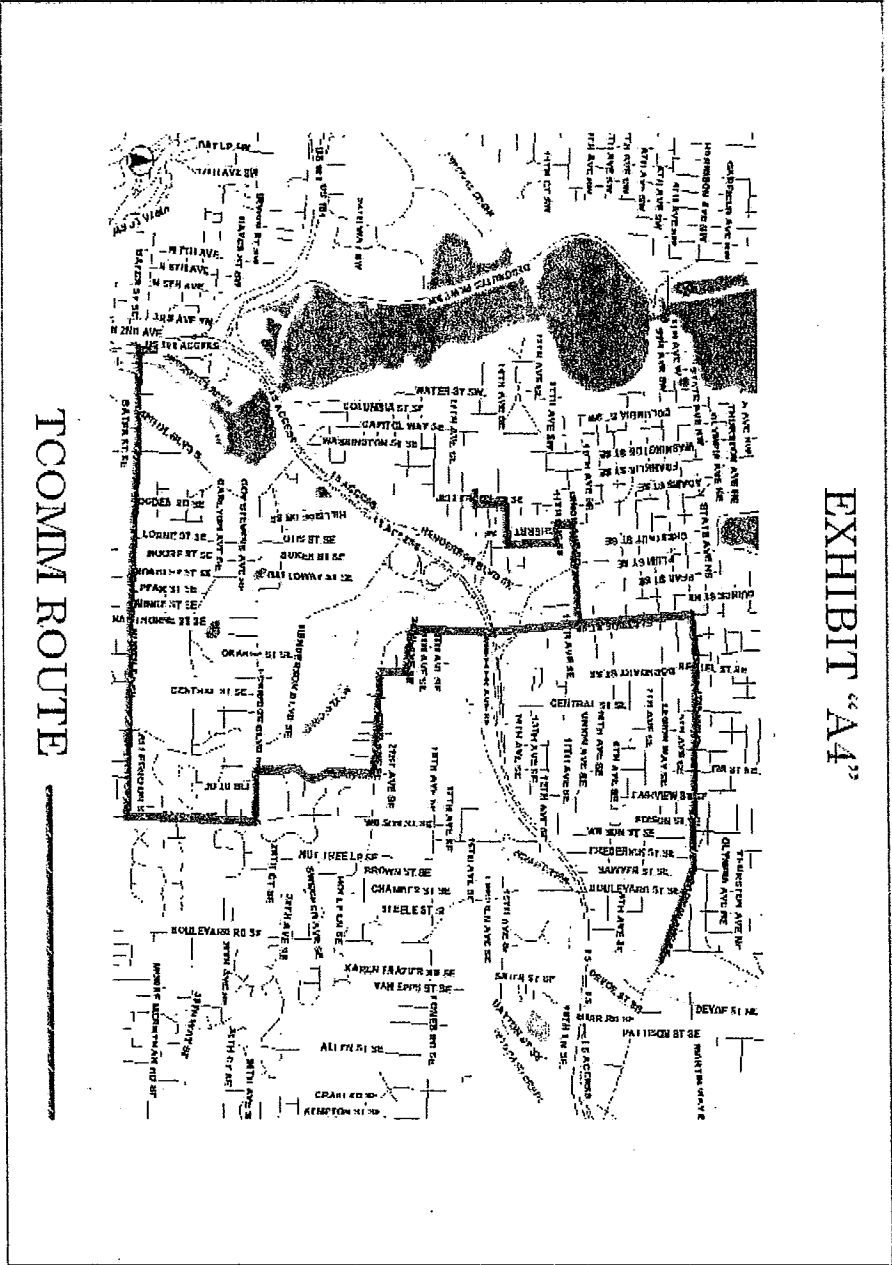
**City of Tumwater**

  
\_\_\_\_\_  
Pete Kmet, Mayor

Date 2/10/15

**Approved as to Form**

  
\_\_\_\_\_  
Karen Kirkpatrick, City Attorney



TOOMMI ROUTE

EXHIBIT "A4"