



# SEATTLE CITY COUNCIL

## Sustainability, City Light, Arts and Culture Committee Agenda

Friday, June 6, 2025

9:30 AM

Council Chamber, City Hall  
600 4th Avenue  
Seattle, WA 98104

Alexis Mercedes Rinck, Chair  
Cathy Moore, Vice-Chair  
Rob Saka, Member  
Mark Solomon, Member  
Dan Strauss, Member

Chair Info: 206-684-8808; [AlexisMercedes.Rinck@seattle.gov](mailto:AlexisMercedes.Rinck@seattle.gov)

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Council Chamber Listen Line: 206-684-8566

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**SEATTLE CITY COUNCIL**  
**Sustainability, City Light, Arts and Culture**  
**Committee**  
**Agenda**  
**June 6, 2025 - 9:30 AM**

**Meeting Location:**

Council Chamber, City Hall , 600 4th Avenue , Seattle, WA 98104

**Committee Website:**

<https://www.seattle.gov/council/committees/sustainability-city-light-arts-and-culture>

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This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at

<https://www.seattle.gov/council/committees/public-comment>

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Pursuant to Council Rule VI.C.10, members of the public providing public comment in Chambers will be broadcast via Seattle Channel.

Please submit written comments to all Councilmembers four hours prior to the meeting at [Council@seattle.gov](mailto:Council@seattle.gov) or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

*Please Note: Times listed are estimated*

**A. Call To Order**

**B. Approval of the Agenda**

**C. Public Comment**

**D. Items of Business**

1. [Appt 03168](#) **Appointment of Ed King as member, Seattle Arts Commission, for a term to December 31, 2025.**

Attachments: [Appointment Packet](#)

Supporting Documents: [Presentation: Arts Commission Appointments](#)

**Briefing, Discussion, and Possible Vote**

**Presenter:** Kelly Davidson, Office of Arts & Culture

2. [Appt 03169](#) **Appointment of Kate Nagle-Caraluzzo as member, Seattle Arts Commission, for a term to December 31, 2026.**

Attachments: [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote**

**Presenter:** Kelly Davidson, Office of Arts & Culture

3. [Appt 03170](#) **Reappointment of Vanessa C. Villalobos as member, Seattle Arts Commission, for a term to December 31, 2026.**

Attachments: [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote**

**Presenter:** Kelly Davidson, Office of Arts & Culture

4. [CB 120986](#) **AN ORDINANCE relating to the City Light Department; authorizing the execution of an indefeasible right of use fiber sharing agreement with Ziplly Fiber Pacific, LLC for an effective period of up to two 15-year terms.**

Attachments: [Att A - Indefeasible Right of Use Agreement Between Ziplly Fiber Pacific, LLC and Seattle City Light](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Presentation](#)

[Central Staff Memo](#)

**Briefing, Discussion, and Possible Vote**

**Presenters:** Dawn Lindell, Jeff Wolf, and Mike Hayes, Seattle City Light

## E. Adjournment



Legislation Text

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**File #:** Appt 03168, **Version:** 1

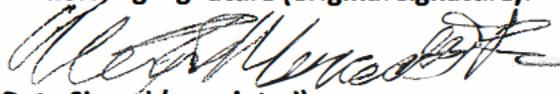
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Appointment of Ed King as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Ed King</i>		
<b>Board/Commission Name:</b> <i>Seattle Arts Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 1/1/2024 to 12/31/2025  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Skyway</i>	<b>Zip Code:</b> <i>98178</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Ed King, new to Seattle, is thrilled to be the Executive Director of Pottery Northwest. As a former award-winning visual artist, art director, marketing manager, and arts administrator from Miami, Florida, he began his career in ad agencies honing his skills as a designer and art director of various campaigns focused on political, corporate, and healthcare communication. He later worked as an arts administrator for ArtServe in Fort Lauderdale and as the Chief Operating Officer of Creative Pinellas in St. Petersburg. Ed is passionate about non-profit arts leadership and fiercely advocates for the financial vitality of working and teaching artists, which he considers the foundation of a healthy creative economy. His work is focused on creating opportunities for inclusivity and diversity. Ed is energetic about leveraging the immense power of the arts as a catalyst for transformative personal growth, community building, and social change.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> <i>5/5/25</i>		<b>Appointing Signatory:</b> <i>Alexis Mercedes Rinck</i> <i>Council Member, Seattle City Council</i>

\*Term begin and end date is fixed and tied to the position and not the appointment date.

# ED KING

I believe in the transformative power of the arts to create jobs, boost economic vitality, and inspire + uplift the lives of people everywhere. I am a highly passionate and capable executive leader and arts with over 26 years of award-winning experience in the arts. I'm organized with a talent for creative thinking, team leadership, negotiation, and a strong entrepreneurial spirit. Collaboration is my favorite word and I pride myself on strong staff, board, and community relationships. I demonstrate success by the numbers with in-depth reports and insightful analysis.

## ARTS ADMINISTRATION

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### **POTTERY NORTHWEST**

Executive Director  
June 2022 – Present

- Oversee all aspects of the organization
- Manage Staff, board members, and committees
- Develop community partnerships and collaborations
- Fundraising, donor cultivation, and stewardship
- Mission and values focused executive leadership
- Educational initiatives, partnerships, and engagements
- Maintain disciplined fiscal stewardship of the budget
- Liaise with co-workers, project leads, and stakeholders concerning key deliverables for ongoing projects
- Review and approve all marketing and social media
- Create reports of organization activity highlighting key metrics with charts, narrative, and forecasts
- Cultivate new streams of earned and contributed revenue through new programs and initiatives

### **ARTSERVE**

Marketing Manager | Arts Administrator  
Cooperative Marketing Program Manager  
December 2014 – April 2021

- Managed all aspects of public facing communication including overseeing the designer, ad agency, PR firm — while also deploying social media, and email campaigns.
- Principal negotiator and team leader on art based projects for the The City of Hallandale Beach, Pride Center, The City of Pembroke Pines, Bonnet House Museum & Gardens, and the AC Hotel Sawgrass.
- Managed all aspects of Broward County Cultural Division's Cooperative Marketing Program including 2.3 million dollars of public funds and the creation of CMP AD PRO online ad ordering system.

### **CREATIVE PINELLAS**

Chief Operating Officer  
May 2021 – April 2022

- Manage marketing director and office manager, conduct hiring interviews, and manage contractors.
- Liaise with co-workers, project leads, and stakeholders concerning key deliverables for ongoing projects.
- Review, revise, and approve all marketing material.
- Create reports of organization activity highlighting key metrics with charts, narrative, and forecasts.
- Review, code, and approve invoices for payment.
- Manage all aspects of the Professional Artist Grant and the Emerging Artist Grant.
- Project Lead on Arts Annual yearly fundraiser and the associated Beyond The Walls art film project.
- Manage exhibition related events including marketing, planning, concessions, staffing, and guest relations.
- Implemented digital tracking dashboard to capture, report, and chart visitor frequency and demographics.

### **ED KING POP ART**

Creative Director + Artist  
Owner + Operations Manager  
March 2006 – February 2016

- Managed all aspects of the art studio, online gallery, sales/business development, marketing, inventory, shipping, art tour scheduling, and public engagements.
- Managed deliverables of two part-time employees.
- Implemented marketing + philanthropic campaigns which enhanced public profile and increased art sales.
- Named by Miami Art Zine as one of the top five pop artists in Miami. Featured in press as one of the most creative minds in South Florida.

# Seattle Arts Commission

16 Members: Pursuant to *Ordinance 121006*, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term pursuant to SMC 3.51):

- 7 City Council-appointed
- 8 Mayor-appointed including Get-Engaged
- 1 Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	2	1.	At-Large	Ed King	01/01/24	12/31/25	1	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1	City Council
3	F	1	3.	At-Large	Vanessa C. Villalobos	01/01/25	12/31/26	2	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1	City Council
6	F	5	7.	At-Large	Kate Nagle-Caraluzzo	01/01/25	12/31/26	1	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1	Commission
3	F	5	9.	At-Large	Leslie Ann Anderson	01/01/24	12/31/25	2	Mayor
9	F	1	10	At-Large	Avery Barnes	01/01/24	12/31/25	1	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O'Higgins	01/01/24	12/31/25	1	Mayor
9	O	7	15.	At-Large	Jo Mikesell	01/01/25	12/31/26	1	Mayor
1	F	N/A	16.	Get-Engaged	Carmen Pan	09/01/24	08/31/25	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)	(4)		(5)	(6)		(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial		
Mayor	1	6		1	2	1	1			2			2		
Council	2	5				1	3			3					
Other		1						1							
Total	3	12		1	2	2	4	1		5			2		

## Key:

\*D List the corresponding *Diversity Chart* number (1 through 9)

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*

# Seattle Arts Commission Appointments

Sustainability, City Light, Arts & Culture Committee  
Friday, June 6, 2024

*Presented by:*  
Deputy Director Kelly Davidson, Office of Arts & Culture



- Introduction to Seattle Arts Commission
- Appointments

# Seattle Arts Commission (SAC)

The Seattle Arts Commission is comprised of 16 members who are community member volunteers appointed by the Mayor and City Council, and they support the work of the Office of Arts and Culture.

The Seattle Arts Commission supports the City by advocating for arts policy, creating access for equitable participation in the arts, and fostering arts engagement for all residents.

Detail from *Together We Rise*  
by Matika Wilbur



# SAC Committees

- Facilities and Equitable Development Committee
- Cultural Investments Committee
- Public Art Advisory Committee

*"Dancer's Series: Steps"*  
by Jack Mackie



# New Appointments

- **Kate Nagle-Caraluzzo (Council Seat)**
  - Executive Director of Town Hall Seattle
- **Ed King (Council Seat)**
  - Executive Director of Pottery Northwest
- **Jo Mikesell (Mayoral Seat)**
  - Program director for Arts Business Services at Shunpike Arts Collective

# Reappointment

- **Vanessa Villalobos (Council Seat)**
  - Choreographer/dancer and founder of Balorico Dance
  - Seeking reappointment for 3<sup>rd</sup> term



Legislation Text

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**File #:** Appt 03169, **Version:** 1

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Appointment of Kate Nagle-Caraluzzo as member, Seattle Arts Commission, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Kate Nagle-Caraluzzo</i>	
<b>Board/Commission Name:</b> <i>Seattle Arts Commission</i>	<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> 1/1/2025 to 12/31/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Licton Springs</i>	<b>Zip Code:</b> 98103 <b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Kate Nagle-Caraluzzo is the Executive Director of Town Hall Seattle, where she leads strategic initiatives to expand access to arts and culture across the city. With over seven years at Town Hall Seattle, including six as Director of Development, Kate has been instrumental in fundraising, strategic planning, and community partnerships. A Seattle resident for over ten years, she is a Leadership Tomorrow graduate, holds a Nonprofit Management Certificate from UW, and was recognized as a Puget Sound Business Journal 40 Under 40 honoree in 2025 for her impact in the nonprofit sector. Kate also serves on the Rainier Valley Food Bank Capital Campaign Steering Committee, and is a founding member of the Seattle Chapter of the Chamber of Connection, which focuses on supporting individuals experiencing loneliness.</i>	
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> <i>5/5/25</i>	<b>Appointing Signatory:</b> <i>Alexis Mercedes Rinck</i>  <i>Council Member, Seattle City Council</i>

\*Term begin and end date is fixed and tied to the position and not the appointment date.

**NONPROFIT ARTS LEADER.** Dynamic nonprofit executive with diverse experience in leading strategic initiatives. Proven ability to move seamlessly from vision and strategy to implementation. Skilled in building partnerships, driving fundraising efforts, and managing teams to achieve organizational goals.

Key strengths include: ◊ Strategic Planning & Implementation ◊ Donor Stewardship & Recognition  
◊ Relationship Building ◊ Staff Development & Retention ◊

## RELEVANT EXPERIENCE

**Town Hall Seattle, Seattle, WA, January 2018 – August 2023**

*Town Hall fosters an engaged community through civic, arts, and educational programs that reflect - and inspire - our region's best impulses: creativity, empathy, and the belief that we all deserve a voice.*

**Executive Director, February 2024 – current**

- Spearheaded organizational strategy, overseeing a \$4 million annual operating budget and driving initiatives that expanded programming to engage over 100,000 patrons annually
- Enhanced community access to arts and cultural programming, fostering connections with nearly 100 regional partners through affordable rentals, production support, and collaborative marketing efforts
- Guided Town Hall through a pivotal leadership transition and strategic planning process, aligning mission-driven goals with long-term sustainability
- Curated diverse event offerings, including 350+ annual events spanning civics, science, and the arts, with a mix of Town Hall-produced programming and rental partner collaborations
- Advanced fundraising strategies, including a debt-retirement campaign and cultivating donor relationships to secure over \$200,000 in new programming funds
- Managed a multidisciplinary staff, fostering a culture of collaboration, adaptability, and innovation during a period of organizational transition
- Championed initiatives to broaden accessibility, including the development of new ticketing models and programs for underserved communities

**Director of Advancement, January 2021 – January 2024**

- Oversaw key functions for day-to-day operations of the development and marketing departments (oversight of eight staff members)
- Managed annual contributed income budget of \$2.2 million, tracked monthly revenue and expenses while working with finance team to ensure positive cash flow
- Developed annual strategic fundraising plan for development and marketing team with annual budget planning
- Collaborated with development team and board leadership to manage cultivation events for board members, major donors and community partners
- Managed a donor portfolio of 150 (gifts between \$5,000 to six figure gifts) while supporting the Executive Director on donor portfolio executing moves management
- Managed the special events budget, including the annual gala, Talk of the Town, and other stewardship events
- Oversaw institutional voice and messaging across organizational storytelling, and executive director communications to community members
- Staffed and managed the board Development Committee and Governance Committee while supporting Finance Committee with Finance Director

**Director of Development, January 2018 – December 2020**

- Coordinated all phases of strategic and tactical development planning plus execution of major gift cultivation and special events
- Managed a donor portfolio of 100 (gifts between \$1,500 to six figure gifts) and implemented a moves management system across the team and executive leadership
- Created and implemented the Cornerstone Society planned giving program resulting in a group of 50 new donors
- Completed \$35.5 million capital campaign in concert with Executive Director and Capital Campaign Steering Committee securing nearly \$15 million of gifts in the last 12 months
- Organized department structure and ensured full integration of development across the organization

**Tilth Alliance, Seattle, WA, June 2014– October 2017**

*Our mission is to build an ecologically sound, economically viable and socially equitable food system.*

**Operations Director, February 2017 – October 2017**

- Supported development team with grant applications and letters of intent for programs across organization
- Provided Executive Director and Board of Directors with research and support for stakeholder meetings
- Assisted in developing Tilth Alliance's public-facing message in concert with leadership team including Communications Director and Executive Director
- Oversaw payroll processing, financial reporting, invoicing for grants and contracts
- Managed staff onboarding, HR policies, offer letters and new hire paperwork

**Farm & Market Department Director, August 2016 - January 2017**

- Created and maintained relationships and partnerships with statewide stakeholders including corporate sponsors, grantors, funders, and farmers
- Stewarded grant process from brainstorming to submission for five major federal grants
- Managed team of 6 and annual department budget of \$2 million
- Coordinated all aspects of statewide agriculture conference including educational program and event logistics

**Membership Manager, June 2014 – July 2016**

- Provided membership support services for current, new, and potential members including membership promotion and audience development
- Grew membership by 25% in 12 months through renewal and promotions and raised annual conference sponsorships packages sold by 50% for 2014 and 2015 conferences
- Coordinated and lead consumer education activities in partnership with industry members
- Developed and Implemented resource-based member information resources in print and online
- Supported with annual conference planning, coordination of annual farm walk series and general framework of organizational mission

**NATIONAL ORGANIC COALITION, Consultant, Pine Bush, NY, August 2012 – May 2014**

*NOC is a national alliance of organizations working to provide a "Washington voice" for farmers, environmentalists, consumers and progressive industry members involved in organic agriculture.*

- Researched policy and advocacy work regarding National Organic Program in preparation for National Organic Standards Board meeting
- Managed and organization constituent database to streamline analytics for advocacy work
- Helped coordinate policy about recent Food Safety Modernization Act (FSMA)

**NORTHEAST ORGANIC FARMING ASSOCIATION OF NEW YORK, INC., Membership & Development Associate, Rochester, NY, February 2011 – August 2012**

*NOFA-NY is an organization of consumers, gardeners, and farmers working together to create a sustainable regional food system which is ecologically sound and economically viable.*

- Coordinated membership drives and promotions and organized individual donor program
- Managed all telephone, mail, and email correspondence regarding membership, donations, Farmer's Pledge, Annual Organic Food Guide listings, and Organic Farm Resource Directory
- Organized registration for 40+ Summer Field Days totaling over 1,000 attendees, Annual Fall Benefit & Fundraiser for over 100 attendees, Organic Dairy & Field Crop Conference for over 150 attendees and Organic Research Symposium & Annual Winter Conference for over 1,250 attendees

## **EDUCATION**

**Master of Arts in Food Studies, concentration in Sustainable Agriculture and Food Markets & Marketing**  
Chatham University, Pittsburgh, PA, May 2014

**Bachelor of Science in Communications, minor in Political Science**  
State University of New York, Brockport, May 2010

# Seattle Arts Commission

16 Members: Pursuant to *Ordinance 121006*, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term pursuant to SMC 3.51):

- 7 City Council-appointed
- 8 Mayor-appointed including Get-Engaged
- 1 Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	2	1.	At-Large	Ed King	01/01/24	12/31/25	1	City Council
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3	F	1	3.	At-Large	Vanessa C. Villalobos	01/01/25	12/31/26	2	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1	City Council
6	F	5	7.	At-Large	Kate Nagle-Caraluzzo	01/01/25	12/31/26	1	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1	Commission
3	F	5	9.	At-Large	Leslie Ann Anderson	01/01/24	12/31/25	2	Mayor
9	F	1	10	At-Large	Avery Barnes	01/01/24	12/31/25	1	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O'Higgins	01/01/24	12/31/25	1	Mayor
9	O	7	15.	At-Large	Jo Mikesell	01/01/25	12/31/26	1	Mayor
1	F	N/A	16.	Get-Engaged	Carmen Pan	09/01/24	08/31/25	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	6		1	2	1	1			2			2
Council	2	5				1	3			3			
Other		1						1					
Total	3	12		1	2	2	4	1		5			2

## Key:

\*D List the corresponding *Diversity Chart* number (1 through 9)

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** Appt 03170, **Version:** 1

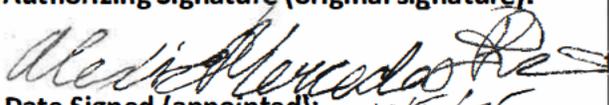
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Reappointment of Vanessa C. Villalobos as member, Seattle Arts Commission, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Vanessa C. Villalobos		
<b>Board/Commission Name:</b> Seattle Arts Commission		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment <b>OR</b> <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 1/1/2025 <b>to</b> 12/31/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> West Seattle	<b>Zip Code:</b> 98126	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <p><i>Vanessa C. Villalobos is an experienced and professional choreographer/dancer, arts administrator educator, consultant/coach and founder of Balorico Dance, since 2009. Originally from Peru, she has produced hundreds of traditional, Latin and contemporary solo and group performances with a range of local, regional, and international companies like The Seventh Principle dance company-New Jersey, ellen stokes shadle/DanceWorks-New York, Cecilia Bracamonte touring ballet-Peru/U.S.A., and worked with director of photography/engineer Richard Reiss to create VANICH Multimedia-New York. Throughout her career, Vanessa has balanced art creation with leadership roles such as achieving the competitive Studio Manager position at the American Ballroom Dance Studio in NY and prior, working as Marketing Director of the contemporary dance studio, Dance Forum-NY. Her training is in Ballroom Theatre Arts, International Latin/Standard, Capoeira, Peruvian folk dance and is a certified instructor in American Rhythm &amp; Smooth ballroom dance. Film credits include Walt Disney's Enchanted and MadHot Ballroom. Her performance, instruction and consulting services empower adult and youth communities to use dance as a leadership tool and healing practice. Ms. Villalobos received dual University of Washington degrees in Theater/Dance, earned a certificate in Economics from the Henry George School of Economics and completed a Masters Degree in Arts Leadership from Seattle University, with a thesis entitled "Philanthropy that is Socially Just: A Racial Wealth Gap Challenge." She was recognized for leadership and advocacy by the Center for the Study of Justice in Society with a scholarship from Independent Sector while at Seattle University. She has influenced arts funding by serving as a grant panelist for the Washington State Arts Commission, 4 Culture and the City of Seattle Office of Arts &amp; Culture. Vanessa is a board member of La Sala, a Latinx multi-disciplinary artist network, has served on the Dance Educators Association of Washington for five years, and is part of the 501 Commons' Executive Service Corps Leadership Council in Seattle.</i></p>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 5/5/25		<b>Appointing Signatory:</b> Alexis Mercedes Rinck Council Member, Seattle City Council

\*Term begin and end date is fixed and tied to the position and not the appointment date.

# VANESSA C. VILLALOBOS

## PROFESSIONAL SUMMARY

Experienced program and brand administrator with a motivational community-engagement approach to cultivating business relationships. Adept at leveraging industry research, strategic planning with organizational management to deliver projects on time and within budget.

## SKILLS

- Administrative, Director
- Tech Skills: Skype for Business, Outlook, Microsoft suite (Teams, Word, Excel, Access, PowerPoint), Zoom-conference facilitation/host/presenter, Go To Meeting, Blue Jeans, Outlook, Ariba, Intuit, Salesforce, Basecamp, Blogspot, Constant Contact, Workday and SharePoint
- Financial management-forecasting, budgeting, reporting
- Marketing strategy, content creator
- Public speaker, Virtual Presenter/Facilitator/Host
- Data analysis, reporting
- Relationship-building, fundraising strategy planning
- Product development, Relationship management
- Employee communications
- Leadership
- Teambuilding
- Language proficiency, Spanish, translator
- Consultant, Organizational, Ambassador for small business
- Procurement, solicitation, closing
- Contract negotiation

## EXPERIENCE

### Contractor / Owner

**Balorico LLC - Seattle, WA**

07/2009 - Current

- Founded and managed Arts business, securing repeat clientele yearly, raising revenue by 25% with boutique program, by the end of the second year
- Reduced budgetary expenditures by effectively negotiating contracts for more advantageous terms.
- Financial management includes budget planning, forecasting and reporting.
- Stayed current with dance/arts market trends to capitalize on emerging opportunities. (i.e. artist residencies, procurement services and guest teaching) Sample clients: Seattle Youth Symphony Orchestras, Seattle Amistad School, Seattle Theatre Group, the Lake Washington School District, Pacific NW Ballet, NARAL Pro-Choice and Washington Nonprofits.
- Digital media content creation for all marketing collateral and publicity

### **Administrative Specialist**

**UW Department of Medicine, Assistant to CFO Czarina Francisco and Associate Chair, W. Conrad**

**Liles, MD, PhD - Seattle, WA**

01/2020 – present

- Manage a complex workload independently and effectively prioritizing varied departmental needs connected to various UW Medicine divisions
- Respond to various special project needs with prioritization to deliverables and timelines
- Maintain and develop tracking systems for best use of data on MS Sharepoint, excel and use of Ariba software

### **Training Logistics Coordinator**

**UW Medicine - C.I.S. Education - Seattle, WA**

07/2020 - 10/2020

- Delivered virtual manager fairs by hosting informational presentations to Clinicians, Providers and department Managers across four University network Hospitals, Neighborhood medical clinics and Seattle Cancer Care Alliance satellite clinics
- Assigned over 15,000 course assignments in EPIC (Electronic Health Records Chronicle) training courses in collaboration with principle trainers
- Monitored training updates across 17 virtual learning applications that impacted final editing of course assignments (i.e. Obstetrics, Transplant, Oncology, Patient Access/Movement, Hospital Billing, Emergency Department and Lab Technicians training).
- Ensured security setting assignments were in line with Technology application guidelines provided by developers
- Maintained excellent collegial relationships and supported new team members with resource access during their onboarding

### **Project Coordinator**

**UW Medicine - Earned Revenue Cycle - Seattle , WA**

12/2019 - 02/2020

- Recruited for interim executive administrative project support to three administrative officers completing work in data analysis budget reporting and executive calendar scheduling
- Successfully engaged staff members across 5 Financial departments for Communications' special project, including back-end support for 800 employee campus conference
- Confidential handling of patient data including review and synthesis weekly reports to aide executive officer's decisions
- Planned and arranged meetings with partner organizations and individuals, enabling all parties to meet and discuss project progress.
- Built strong relationships with internal and external management resulting in the smooth flow of daily office management

### **Volunteer Consultant**

**Khambatta Dance Co & 501 Commons - Seattle, WA**

01/2018 - 01/2019

- Planning consultant for independent dance artists and achieved creating a 12-month capacity building plan targeting career development and growth projections.
- Leadership coaching, resource management and created communications plan.

### **Management Consultant**

**Bad Boyz Painting & General Contractors LLC - Seattle, WA** 05/2017 - 01/2018

- Managed the company's administrative office during leadership transition period.
- Evaluated diverse organizational systems to identify workflow, communication and resource utilization issues.
- Produced detailed and relevant reports for use in making business decisions.
- Helped develop proactive and successful business policies to meet changing demands and economic stressors
- Improved the quality of bid submissions resulting in a 50% increase in secured contract deals, including updating work portfolios, ensuring 100% compliance with construction safety standards and local city and county regulation
- Improved sustainability during the company's 9-month business transition by negotiated repayment of all outstanding debt (city, county and state) working with C.P.A., insurance officers, bank representatives and executive leader

### **Volunteer Planning Consultant**

**501 Commons - Seattle, WA** 01/2016 - 10/2017

- Worked with 4-person organizational leadership team and 1 attorney to understand needs and provide capacity building plan that suit objectives and goals
- Produced a 2-year organizational plan with implementation recommendations

### **Volunteer Planning Consultant**

**501 Commons - Seattle, WA** 01/2015 - 01/2016

- Orchestrated the organizational planning for mid-size environmental nonprofit organization with 4-person executive leadership team and one Fundraising expert
- Increased client confidence in their ability to raise funds by providing learning material and facilitating discussion around building a "culture of philanthropy" through operational workflows and communications strategies
- Completed an 18-month capacity building plan including a Fundraising case statement, Development plan and steps to aide in the organization's projected leadership transition

### **Executive Assistant & Lead Sales Associate**

**Oro-Design - Seattle, WA** 02/2011 - 08/2012

- Cultivated 150 national client portfolio using Salesforce software Successful with financial oversight resulting in creating a more efficient billing system, focused on closing Accounts Receivables gaps, resulting in improved monthly cash flow and more accurate forecasting.
- Secured 60 new client prospects for mini-bar product development business within first 9 months of sales assignment, resulting in a 10% increase in overall company profits by end of first year.

## **Manager and Instructor**

**The American Ballroom Dance Studio** - New York, NY

09/2005 - 12/2008

- Administered annual budget with effective controls to prevent overages, minimize burn rate and support sustainability objectives for a hybrid non-profit and commercial arts organization partnership.
- Led and supported a staff of 11 and 40+ volunteers with program delivery training and client cultivation events targeting a diverse New York city clientele spanning multi-lingual audiences and multi-generational dance participants
- Developed and maintained relationships with 650+ customers and suppliers through continual communication and inventive, fun dance learning programming throughout the years.
- Evaluated employees' and volunteer's strengths and assigned tasks and professional development training based upon experience and training.
- Delivered feedback to decision-makers regarding employee performance and training needs.
- Propelled continuous improvements and strategically capitalized on current arts market trends, resulting in progressive responsibility and pay over three solid years

## **Marketing Director**

**Dance Forum-NY** - New York, NY

01/2001 - 08/2003

- Built, implemented and enhanced local and international marketing initiatives to maximize outreach and sales of dancer re/training modality product, called BodiBalance TM
- Devised and deployed marketing plans with effective social media, press junkets, newspaper and radio campaign strategies.
- Facilitated communications between Artistic Director, Executive Director and Education Program Manager to address implementation of communications strategy
- Secured philanthropic support working with executive director, resulted in a 15% increase in sponsorships and pledges by making adjustments to the Messaging Platform and Outreach plans aligned with segmented audiences
- Collaborative work with Development Consultant on fundraising strategy planning leading to increased in-kind donations from solicitation work, saving 28% on expenses

## **EDUCATION**

Master of Arts: Non-Profit Management

**Seattle University** - Seattle

06/2014

Bachelor of Arts: Theatre and Dance

**University of Washington** - Seattle

06/2000

Certificate Program

**Henry George School of Economics** - New York, NY

12/2008

## **PROFESSIONAL DEVELOPMENT**

- Covid 19 Contact Tracing, Coursera (in progress), November 2020.
- Circle Process, facilitation training with a focus on conflict resolution and managing intercultural teams, Dr. Pamela Taylor, August 2019.
- The ABC's of Diversity & Inclusion: An action-oriented workshop on Intercultural Organizational Development by Phyllis Braxton & Beth Zemsky, Independent Sector, November 2014.
- Teaching Racial Justice Across the Curriculum: Developing and Using a Critical Racial Justice Mindset. Full day workshop by Dr. Heather Hackman, October 2014.
- Immigrant/Refugee Integration: Successful Strategies for Welcoming our New Americans, Renton Council member Greg Taylor, June 2014.
- Cracking the Codes 2 Day Seminar: Understanding the System of Racial Inequity, Dr. Shakti Butler, March 2013.

## **COMMUNITY SERVICE & AFFILIATIONS**

Covid-19 Community Response Alliance, Advocacy committee, 2020

501 Commons Executive Service Corps, Leadership Council advisor, 2019-2020

La Sala, a Latino artist network of multi-disciplinary artists, Board member, 2016-present

Advancement NW/A.F.P. National Philanthropy Day Planning Committee, 2014-2016

Center for the Study of Justice in Society at Seattle University, Technical support & Event Planning partner, 2012- 2014

Dance Educator's Association of Washington, Board member/Treasurer, 2010-2015

# Seattle Arts Commission

16 Members: Pursuant to *Ordinance 121006*, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term pursuant to SMC 3.51):

- 7 City Council-appointed
- 8 Mayor-appointed including Get-Engaged
- 1 Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	2	1.	At-Large	Ed King	01/01/24	12/31/25	1	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1	City Council
3	F	1	3.	At-Large	Vanessa C. Villalobos	01/01/25	12/31/26	2	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1	City Council
6	F	5	7.	At-Large	Kate Nagle-Caraluzzo	01/01/25	12/31/26	1	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1	Commission
3	F	5	9.	At-Large	Leslie Ann Anderson	01/01/24	12/31/25	2	Mayor
9	F	1	10	At-Large	Avery Barnes	01/01/24	12/31/25	1	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O'Higgins	01/01/24	12/31/25	1	Mayor
9	O	7	15.	At-Large	Jo Mikesell	01/01/25	12/31/26	1	Mayor
1	F	N/A	16.	Get-Engaged	Carmen Pan	09/01/24	08/31/25	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	1	6		1	2	1	1			2								2
Council	2	5				1	3			3								
Other		1						1										
Total	3	12		1	2	2	4	1		5								2

## Key:

\*D List the corresponding *Diversity Chart* number (1 through 9)

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** CB 120986, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to the City Light Department; authorizing the execution of an indefeasible right of use fiber sharing agreement with Ziplly Fiber Pacific, LLC for an effective period of up to two 15-year terms.

WHEREAS, the City Light Department (“Department”) transmits critical electrical system operating information along a fiber network it owns extending from its Skagit generating facility to its Bothell substation (“Skagit Line”); and

WHEREAS, the Department seeks to improve the reliability of its Skagit Line by accessing a redundant pathway available to the Department at all times, but most importantly, in the event the Skagit Line is damaged or otherwise fails; and

WHEREAS, Ziplly Fiber Pacific, LLC (“Ziplly”) owns a fiber network extending from Marblemount, Washington to the Department’s Bothell switchyard (“Ziplly Line”) which the Department has determined could be used as a redundant network to the Skagit Line; and

WHEREAS, accessing the Ziplly Line as a redundant network to the Skagit Line is best achieved by an agreement between the Department and Ziplly that requires granting access of the lines they each own and maintain to the other party for up to two 15-year terms; and

WHEREAS, Ziplly and the Department will each be required to undertake certain modifications to their networks to enable them to be accessed by the other party and both parties are willing to undertake this work as part of the agreement. The cost to the Department to undertake these modifications is not expected to require additional budget authority; and

WHEREAS, the sharing of fiber pathways, as contemplated under this agreement, will not compromise the Department's security as there will be no interconnection between the two systems. Fiber strands carrying information will be exclusively dedicated to Zply or the Department and will terminate in devices owned and independently maintained by each party; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Seattle City Light Department ("Department") is authorized to execute an indefeasible right of use fiber sharing agreement with Zply Fiber Pacific, LLC ("Zply") substantially conforming to Attachment A to this ordinance where the Department and Zply each provide the other with access to their fiber networks located between the Department's Bothell switchyard and the intersection of Zply's and the Department's fiber pathways located in Marblemount, Washington for a period of up to two 15-year terms.

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment A - Indefeasible Right of Use Agreement Between Ziplly Fiber Pacific, LLC and Seattle City Light

**IRU AGREEMENT**  
**BY AND BETWEEN**  
**ZIPLY FIBER PACIFIC, LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**  
**AND**

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**DATE: \_\_\_\_\_, 2025**

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## **INDEFEASIBLE RIGHT OF USE AGREEMENT (“IRU”)**

THIS IRU AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2025 between Ziplly Fiber Pacific, LLC, a Delaware limited liability company (“Ziplly”), and The City of Seattle, a municipal corporation of the State of Washington, by and through Seattle City Light (“SCL”). Ziplly and SCL are sometimes individually referred to herein as a “Party” or collectively as the “Parties”

### **RECITALS**

1. Each party owns, operates, and maintains fiber optic communication networks within the State of Washington.
2. Each party has fiber optic communications facilities available for lease in certain areas in the region of Northwest Washington identified in Exhibit A.
3. Each party desires to acquire an indefeasible right of use of a specific number of fibers in the other party’s network as defined in Exhibit B for the mutual purpose of obtaining fiber route diversity and improving connectivity.
4. In exchange for the consideration described in Exhibit B, each party will grant the other party the IRU as defined in Exhibit A, and will otherwise support and cooperate with the other party in the functional use of the IRU fiber in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

#### **1.0 TABLE OF EXHIBITS MADE PART OF THIS AGREEMENT**

- Exhibit A: Network Map
  - Description of the IRU
  - Construction Plan
- Exhibit B: Fees and Charges
- Exhibit C: Test Result Template

#### **2.0 DEFINITIONS**

- 2.1 “Agreement” means this Indefeasible Right of Use Agreement, and any and all Exhibits, Addenda, and Attachments to which the Parties may agree from time to time and which reference this Indefeasible Right of Use Agreement.

- 2.2 "Applicable Standards" means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code ("NESC"); the National Electrical Code ("NEC"); the regulations of the Federal Communications Commission ("FCC"), the Occupational Safety and Health Administration ("OSHA"), and other pertinent federal agencies; provisions of a city's, a county's, or State of Washington's building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference into this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of a local, state, or federal authority having jurisdiction over such facilities.
- 2.3 "Associated Property" means real and personal property owned by each party that is attached to the Network and necessary for utilization of the Network (including IRU Fiber) to provide Communication Services.
- 2.4 "Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; easements to private property; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third person with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible public or private property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.5 "Authorization Fees" means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of the Network and Associated Property, whether imposed by a governmental authority or a private entity.
- 2.6 "Communication Services" means the services provided by each party to a Customer using all or a portion of the IRU Fiber, and may include without limitation (except those identified in the agreement below), broadband Internet access service, data transmission service, IP transport, VoIP service, and telecommunications services, regardless of technology used, as set forth in service agreements between each party and their Customers.
- 2.7 "Construction Plan" means documentation describing the Construction Schedule and other relevant information provided by each party to enable the IRU (included as Exhibit A to this Agreement).
- 2.8 "Customer" means a residence, business, or other entity that lawfully receives Communication Services from either party via the IRU Fiber.
- 2.9 "Effective Date" means the date upon which this Agreement both (1) has been approved by a lawfully enacted ordinance of The City of Seattle and (2) has been fully executed by

authorized representatives of both parties

- 2.10 "Force Majeure Event" is defined in Section 15.0.
- 2.11 "IRU Fee" is defined in Section 5.1.1.
- 2.12 "IRU Fiber" means fiber optic strands within a party's Network in which an indefeasible right of use is granted to the other party pursuant to this Agreement. The number of fiber optic strands included in the IRU Fiber for each Section is set forth on Exhibit A hereto.
- 2.13 "Location" means a network property, residence, entity, or business connected to the IRU facility.
- 2.14 "Maintenance" or "Maintain" means work by either party that must be performed on the Network or IRU Fiber to ensure the continuity of acceptable signal transmission between access points on the IRU Fiber, for the purpose of delivering Communication Services in a manner consistent with industry standards, this Agreement, and any applicable service level agreements. Unless otherwise agreed, Maintenance shall not include any work associated with facilities or equipment owned by an entity other than the parties.
- 2.15 "Maintenance Event" is defined in Section 4.4.1.2.
- 2.16 "Network" means the specific fiber optic strands and related equipment to complete the path associated with the indefeasible right defined in this Agreement.
- 2.17 "Section" means an identified subpart of the Network within a party's fiber route as specified in Exhibit A.
- 2.18 "Traffic" means information or data transmitted through the use of activated or "lit" fiber optic cable.
- 2.19 "Underlying Rights" is defined in Section 3.4.

### **3.0 GRANT OF IRU**

#### **3.1 IRU Grant.**

- 3.1.1 Subject to payment of the IRU Fee in accordance with Section 5.1 and Exhibit B, and the acceptance process described in Section 4.2, SCL grants to Ziplly, and Ziplly accepts and acquires from SCL an exclusive IRU with respect to certain un-activated/un-lit "dark" fibers as depicted in Exhibit A and Ziplly grants to SCL, and SCL accepts and acquires from Ziplly an exclusive IRU with respect to certain un-activated/un-lit "dark" fibers as depicted in Exhibit A.
- 3.1.2 Each party shall specifically identify IRU Fiber strands granted to the other party upon completion of construction and testing.

- 3.1.3 The IRU shall include the nonexclusive right to utilize Associated Property, and to indirectly benefit from Authorizations and Underlying Rights (as described in Section 3.4) to the extent necessary to use and enjoy the IRU Fiber.
- 3.2 **Effective Date of IRU.** This Agreement shall be effective on the Effective Date, as set forth in Section 7.0. Each party's rights in IRU Fiber shall be made effective upon acceptance of IRU Fiber owned by the other party pursuant to Paragraphs 4.1 and 4.2. The Parties anticipate that each party will present IRU Fiber for acceptance by the other party when testing of each Section is complete, with payment of the IRU Fee by either party to be made corresponding to each Section as set forth in Exhibit B.
- 3.3 **Rights Reserved by Each Party.** Each party shall have the right to grant and renew rights to any entity to use fiber(s) not included in this Agreement; provided, however, that during the term of this Agreement neither Party shall have the right to grant and renew any rights of use to a third party entity with respect to the IRU Fiber except for the rights reserved by the parties herein. The IRU does not include the right of either party to own, control, maintain, modify or revise the other party's Network or Associated Property, or the right of physical access to, the right to encumber in any manner, or the right of other use of the other party's Network except as expressly set forth herein. Neither this Agreement, nor the rights granted herein shall cause a transfer of legal ownership or title of either party's Network, Associated Property, or related assets, which will remain held by each party. Neither party shall cause or permit to cause any lien or encumbrance to be placed upon the IRU Fiber by any entity.
- 3.4 **Underlying Rights.** Each party has obtained certain rights of way and related or similar rights for construction and operation of the fiber Network (the "Underlying Rights"). Each party will use commercially reasonable efforts to maintain the Underlying Rights for the term of this Agreement. This Agreement is subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by the granting party of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The rights granted hereunder are further subject and subordinate to the prior right of the granting party of the Underlying Rights to use the right of way for other business activities, including energy or railroad operations, telecommunications uses, pipeline operations, or any other purposes. Nothing herein shall be construed as to be a representation, warranty, or covenant of granting party's right, title, or interest with respect to the Underlying Rights.
- 3.5 **No Right of Physical Access to the other Party's Network or IRU Fiber.** Unless otherwise expressly agreed by the granting party (such agreement not to be unreasonably withheld), the other party nor any of the other party's contractors or customers shall have the right to physically access the granting party's Network, including IRU Fiber. All physical activities relating to the granting party's Network, shall be undertaken solely by the granting party or its authorized agent unless otherwise agreed by the parties.

#### **4.1 Extension of Network**

- 4.1.1 Each party will make available the IRU Fiber, substantially in accordance with the Construction Plan included as Exhibit A (as amended from time to time as agreed). Prior to construction, each party will provide a system design for interconnection points where construction is required to create connectivity for the approval of the other party, which approval shall not be unreasonably denied, conditioned or delayed. Upon reasonable request, each party shall provide additional detailed information relating to the construction of a particular Section. Each party will be obligated to pay an IRU Fee corresponding to a particular Section only upon acceptance of such Section, as outlined in Exhibit B.
- 4.1.2 Each party shall design, engineer, and construct its Network in a manner consistent with all requirements set forth in this Agreement relating to the use and capability of IRU Fiber. Where required, all engineering and design work performed by or on behalf of either party requiring any certifications or licenses shall be so certified or licensed if required, and all design documents requiring stamping, or which are customarily stamped, shall be properly stamped by a professional engineer licensed in the State of Washington. Each party shall procure and install the fibers and equipment under their title, shall supervise and coordinate work by their contractors, and shall obtain all necessary Authorizations, and pay all Authorization Fees relating to its Network construction. Each party shall perform, or supervise and direct the construction work using industry standard skill and attention, and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work on that party's Network, unless the parties agree in writing to other specific instructions concerning these matters.
- 4.1.3 Each party acknowledges that the other party intends to construct and extend its Network for the benefit of its own business purposes, and that extension of both Networks is not undertaken at the direction of, or for the primary benefit of the other party.

#### **4.2 IRU Fiber Testing and Acceptance.**

- 4.2.1 **Testing.** Upon readiness of a Section, the granting party shall test the IRU Fiber to identify end-to-end attenuation, end-to-end signature and splice testing results for each strand of the IRU Fiber, and shall provide the results of such testing to the other party in a form containing substantially the same information as set forth in the Test Result Template included as Exhibit C. Each party shall notify the other party in writing (email being sufficient) when IRU Fiber (or an identified Section thereof) is complete and when test results are available for verification. The written notification of readiness shall specifically identify which fiber strands within the granting party's Network constitute IRU Fiber.
- 4.2.2 **Notice of Completion to Grantee.** Following written provision of test results described in subparagraph 4.2.1 above, the other party shall have thirty (30)

calendar days to verify that IRU Fiber performance is consistent with applicable industry standards. On or before the expiration of the thirty (30)-day period each party will provide written notice to the other that it accepts the IRU Fiber or rejects it by specifying the defect or failure in the test report that is the basis for such rejection.

- 4.2.3 If either party fails to notify the other party of its acceptance or rejection of the IRU Fiber within thirty (30) days following receipt of notice of availability, the party shall be deemed to have accepted the IRU Fiber. In the event of any good faith rejection, both parties shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure in their network. Notwithstanding the foregoing, any tests performed on the IRU Fiber by either party during the thirty (30) day period above shall not constitute Traffic and shall not be deemed acceptance of the IRU Fiber.
- 4.3 **Agreement Expansion.** The Parties may cooperate on future projects or IRU Fiber in mutually agreed upon locations by written addendums to this Agreement, signed by authorized representatives of each party. Such future addendum may include, without limitation, the right of either party to build an extension at its cost and connect such extension to the other party's Network. Both parties upon reasonable request will share technical data necessary to build and connect such extension.

#### 4.4 **Maintenance.**

##### 4.4.1 **IRU Fiber.**

4.4.1.1 **Routine Maintenance.** In consideration of the IRU Fiber Maintenance Fee described in Exhibit B, each party shall during the term of this Agreement, at its sole cost and expense, care for and maintain the IRU Fiber in its Network in a safe and serviceable condition, ensuring that the IRU Fiber meets or exceeds applicable industry standards for performance. Each party shall schedule and perform periodic inspections (at a minimum annually), maintenance, and repairs to identify and correct any failure, interruption, or impairment in the operation of the IRU Fiber in its Network. Both parties shall not permit the IRU Fiber to be damaged or depreciated in value by any negligent act or omission of themselves, their agents, or employees. Each party shall respond promptly to any reasonable complaints from the other party, or its Customers.

4.4.1.2 **Maintenance Events.** Each party shall respond to and address unforeseen events requiring maintenance or restoration of that party's Network involving IRU Fiber ("Maintenance Event") as soon as practicable after the party is made aware of the need for such action. Notwithstanding anything in this Agreement to the contrary, each party shall use its best efforts to remedy any interruption of connectivity within twenty-four (24) hours of report from the other party.

##### 4.4.1.3 **Catastrophic Loss (Trunk Lines).**

4.4.1.3.1 Each party will use commercially reasonable efforts to insure fiber optic trunk lines (including IRU Fiber contained therein) against catastrophic loss, including, for example, loss due to an extreme weather event. Each party shall inform the other in writing within ten (10) days after either: i) obtains casualty insurance covering the Network fiber optic trunk lines (including the IRU Fiber contained therein) or ii) determines that commercially reasonable insurance coverage cannot be obtained.

4.4.1.3.2 Each party shall provide written notice to the other party of any such catastrophic loss as soon as practicable. Both parties shall negotiate in good faith to identify an equitable arrangement for the repair or replacement of the affected Network, taking into account insurance proceeds (if any) and the respective investments to create the IRU connectivity. Upon full restoration of the affected Section by either party, or joint action of the Parties, the affected Section of the Network shall be deemed subject to the terms of this Agreement to the same extent as if the catastrophic loss had not occurred.

4.4.1.3.3 If the parties fail to agree to repair or replace the affected portion of the Network, either party may in its sole discretion choose to abandon it without regard to any effect such abandonment may have upon IRU Fiber generally or the Communication Services delivered thereby. In the event of such abandonment, neither party shall have any claim against the other party arising from any such catastrophic loss, or subsequent abandonment. The parties will negotiate fair market pricing for any remaining IRU fibers if the mutual benefit of fiber path diversity can no longer be sustained.

4.4.1.4 **Maintenance Reporting.** Upon reasonable request, both parties will provide maintenance reports, including periodic/routine maintenance reports and reports in response to a Maintenance Event.

4.4.2 **Relocation.** If, after the Effective Date, either party is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Underlying Rights, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event as set forth in Paragraph 15.0, to relocate the granting party's Network or any Section thereof, the granting party shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation; or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. If, and to the extent that, a relocation is not the result of a failure by either party to observe and perform its obligations under this

Agreement, the costs of relocations of the affected Network are the responsibility of the granting party (except in the case of catastrophic loss, which shall be treated as described in Paragraph 4.4.1.3).

## 5.0 **IRU NETWORK RESPONSIBILITIES**

### 5.1 **Compensation.**

5.1.1 **IRU Fee.** In consideration of the grant of the IRU hereunder by Ziplly and SCL, both parties agree to pay an IRU Fee in the amount of and according to the schedule set forth in Exhibit B ("IRU Fee"). The IRU Fee shall be due and payable as set forth in Exhibit B and paid within thirty (30) days of invoice receipt, with the first such invoice accompanied with a corresponding W-9.

5.1.2 **IRU Fiber Maintenance Fee.** In consideration of both parties' obligations to maintain IRU Fiber that is in use during the term of this Agreement, neither party shall pay an IRU Fiber Maintenance Fee.

5.2 **Reporting.** Each party shall promptly respond and cooperate with reasonable requests by the other party for information relating to matters germane to this Agreement, including but not limited to the IRU Fiber. Each party shall promptly respond and cooperate with reasonable requests by the other party for information relating to matters germane to this Agreement.

## 6.0 **COMMUNICATION SERVICES**

6.1 Nothing in this Agreement shall limit the ability of either party to provide Communication Services to any customer within the Network service area, or to households or businesses utilizing all or a portion of the IRU Fiber.

## 7.0 **TERM**

7.1 **Term.** This Agreement shall begin on the Effective Date and shall extend for a period of fifteen (15) years thereafter. Any interest in IRU Fiber held by either party shall expire upon the termination date of this Agreement. This Agreement shall automatically renew for successive fifteen (15) year terms unless either Party provides written notice of its intent not to renew at least one (1) year prior to the end of the then-current term.

## 8.0 **DEFAULT**

8.1 **Default Defined.** A default shall be deemed to have occurred under this Agreement if, in the case of a material breach of this Agreement, a party fails to cure such material breach within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to

cure within said time period and thereafter diligently pursues such cure to completion.

- 8.2 **Remedies Upon Default.** Upon the occurrence of a default, the non-defaulting party shall have all remedies available at law or at equity including but not limited to, termination pursuant to Section 8.3, damages, specific performance, non-defaulting party's performance of services pursuant to Section 8.4, and/or relief from further performance. Each such remedy shall be cumulative and not exclusive. Without limiting the foregoing, in the case of uncured default by granting party, the other party may be granted permission to operate, maintain, or repair the granting party's Network to the extent necessary to maintain IRU Fiber reserving the cost thereof as damages against the granting party.
- 8.3 **Termination for Default.** In the event of a default as defined in Section 8.1, the non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice to the defaulting party.
- 8.4 **Cure of Service Default.** Notwithstanding any other provision of this Agreement, in the event, regardless of reason or the granting party's ("Grantor Party") good faith attempts, Grantor Party does not or is unable to perform the services described in this Agreement, or does not or is unable to perform services in compliance with the standards and specifications set forth in this Agreement, the other party ("Grantee Party") may (but is not obligated), upon written notice to Grantor Party, , to perform such services or work and/or take such action that it deems necessary without subjecting itself to any liability to Grantor Party. In such instances, Grantee Party may request Grantor Party to pay Grantee Party an amount equal to the actual costs of services performed by Grantee Party less Grantee Party's proportionate share of the Grantor Party's Network (based on fiber count). If Grantee Party requests payment, Grantor Party will remit payment to Grantee Party within thirty (30) days from the date of Grantee Party's invoice.
- 8.5 **Injunctive Relief.** The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each party shall be entitled to specific performance of the obligations hereunder and/or injunctive relief, this being in addition to any other right or legal remedy available to such Party.

## 9.0 **BANKRUPTCY**

- 9.1 This Agreement is not intended as an executory contract or unexpired lease subject to assumption, rejection, or assignment by a trustee in bankruptcy of any party to this Agreement, including, without limitation, assumption, rejection, or assignment under Section 365 of the Bankruptcy Code.
- 9.2 Upon the occurrence of a bankruptcy or insolvency condition described below, either party may terminate this Agreement, or may proceed under the default and remedy procedures described in Section 8:

- 9.2.1 If either party commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; or
- 9.2.2 any person commences an involuntary case against either party under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case; or
- 9.2.3 a court of competent jurisdiction appoints, or either party makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for either party or all or substantially all of its assets.

**10.0 NO LIENS, RIGHTS OR CLAIMS**

- 10.1 Neither party shall attempt to subject any portion of either party's Network to any liens, rights or claims of any third party. If such a lien, right, or claim is asserted the Grantee party will promptly and diligently undertake its removal at its sole cost.

## **11.0 TAXES**

11.1 Each Party shall be responsible for collecting and paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges, assessed on or levied against any transaction or event arising from the performance of this Agreement (to include franchise fees and payments to state and federal universal service programs), imposed by any authority having the power to assess such taxes or charges, including any city, county, state, or federal government or quasi-governmental agency or taxing authority.

## **12.0 ASSIGNMENT**

12.1 Except as specifically provided herein, neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

## **13.0 LIMITATION OF LIABILITY AND INDEMNIFICATION**

13.1 **Only Actual Damages.** Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party or any third party for any special, incidental, indirect, punitive, or consequential costs, liabilities, or damages, whether foreseeable or not, arising out of, or in connection with, such party's performance of its obligations under this Agreement.

13.2 **Casualty Loss.** The parties hereto agree that neither party, their respective managers, members, officers, commissioners, employees, insurance carriers, and casualty policies shall be responsible to the other party for any property loss or damage done to the other party's property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty. It shall be each party's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature. In this regard each party hereby releases and discharges the other party and their respective managers, members, officers, commissioners, and employees from any claims for loss or damage to property.

13.3 **Mutual Indemnification.** To the extent permitted by applicable law, each party hereby agrees to defend and indemnify the other party, and its respective managers, members, officers, commissioners, and employees from and against, and assume liability for any injury, loss, damage to, or claim by any third party for personal injury or damage to tangible property (collectively the "Claims") to the extent and in proportion that Claims arise from the negligent, grossly negligent, or

willful act of the indemnifying party, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees, or vendors. Neither party shall be required to indemnify, defend, or hold harmless the other party, or its respective managers, members, officers, commissioners, or employees, from Claims caused solely by the negligence, gross negligence, or willful acts of the other party. Where such Claims result from concurrent negligence of the other party, the indemnity provided herein shall be valid and enforceable only to the extent of each party's own negligence.

#### **14.0 INSURANCE**

- 14.1 Each party, at its expense, shall, throughout the term of this Agreement, maintain insurance coverages of the types and in the minimum amounts set forth below, as applicable:

##### Type of Insurance Limit

General Liability (including General

Aggregate \$2,000,000 contractual

liability) written Prod./Comp. Op. Agg.

\$2,000,000 on an occurrence basis

Personal & Adv. Injury \$2,000,000 Each

Occurrence \$2,000,000

Automobile Liability, including Combined

Single Limit \$1,000,000 any auto, hired auto,

and non owned autos

Excess Liability, Umbrella Form Each

Occurrence \$2,000,000 Aggregate

\$2,000,000

Self-Insurance The City of Seattle meets the above insurance requirements through its primary self-insured retention program administered in-house and approved by the State of Washington.

#### **15.0 FORCE MAJEURE**

- 15.1 Neither party shall be in default under this Agreement if, and to the extent that, any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or

obligations shall be excused and extended for and during the period of any such delay: act of God; fire; wind; flood; fiber cut, cable cut, or other material failures which cannot be remedied and then, only during such periods as may be required to reasonably repair the fiber cut, cable cut, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible party's failure; third party power or system failures;; war or civil disorder; strikes or other labor disputes; inability of the responsible party to obtain access to the responsible party's Network not resulting from the such party's failure; or any other cause beyond the reasonable control of t h e r e s p o n s i b l e party ("Force Majeure Event").

## **16.0 NOTICES**

16.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested; or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All notices and other communications shall be given to

SCL at:

Seattle City Light  
ATTN: Legal Affairs Advisor  
700 Fifth Avenue, Suite 3200  
Seattle, Washington, 98104  
[jeff.wolf@seattle.gov](mailto:jeff.wolf@seattle.gov)

All notices and other communications shall be given to

Ziplly at:

Ziplly Fiber Northwest, LLC  
135 Lake Street So., Suite 155 (ATTN: Legal  
Department)  
Kirkland, WA 98033  
[legal@ziplly.com](mailto:legal@ziplly.com)

A copy of any notice shall also be provided via email to the email addresses above.

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may, by similar notice given, change the address to which future notices or other communications shall be sent.

## **17.0 CONFIDENTIAL INFORMATION**

- 17.1 **In General.** Subject to the exceptions set forth below, each of the parties shall hold in confidence any information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement, unless the information is subject to disclosure pursuant to legal requirement. Proprietary Information includes proprietary or confidential information disclosed by either Party to the other for the purposes hereunder that is clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, lawfully obtained from third parties, or that is required to be disclosed under applicable laws. The Parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest.
- 17.2 **Washington Public Records Act.** As a public agency, SCL is subject to the Washington Public Records Act, Chapter 42.56 (the "PRA") and under the PRA, all materials prepared, owned, used, or retained by SCL or a functional equivalent of a SCL employee are considered public records. The PRA requires that public records be promptly disclosed by SCL unless the PRA or another Washington State statute specifically exempts records from disclosure. Ziplly recognizes SCL's PRA obligations and understands that, unless exempt under applicable law, Proprietary Information may be subject to public inspection or copying under the PRA.
- 17.3 If required by law including, but not limited to, the PRA, recipient may release the Proprietary Information; provided, however, recipient agrees that prior to such release it shall provide ten-days notice to the other Party of the impending disclosure to allow the other Party to obtain court ordered injunctive relieve preventing disclosure. If Ziplly fails to obtain and serve SCL with such a court order within ten (10) days, SCL may release the records at issue. Whether to seek an injunction is Ziplly's discretionary decision and SCL's obligation to protect Ziplly's Proprietary Information under this Agreement does not include an obligation to assert an exemption from disclosure under the PRA. Ziplly acknowledges that SCL will have no liability to Ziplly if any

records associated with this Agreement are lawfully disclosed under the PRA.

- 17.4 **Survival.** The confidentiality provisions in this Paragraph shall survive expiration or termination of this Agreement.

## **18.0 INTELLECTUAL PROPERTY**

- 18.1 Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now, or later owned or controlled by either party, and nothing in this Agreement shall be construed as granting any right, title or interest in the other party 's trademarks, trade names, service marks or other intellectual property rights. The parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

## **19.0 RELATIONSHIP OF THE PARTIES**

- 19.1 The relationship between Ziplly and SCL shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

## **20.0 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

- 20.1 By execution of this Agreement, each party represents and warrants to the other that: (a) the party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, provided, however, that Ziplly acknowledges that this Agreement will not be fully executed or binding until it has been approved by a lawfully enacted ordinance of The City of Seattle; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a Party, or (iv) any instrument to which such Party is or may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, if required; (e) that the signatories for

such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; and (g) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

**21.0 DISPUTES: GOVERNING LAW AND VENUE**

21.1 The parties shall negotiate in good faith and use their best efforts to resolve any disputes that may develop under this Agreement. If party representatives are unable to resolve a dispute regarding this Agreement within ten (10) business days, the dispute shall be referred to the Ziplly Fiber Chief, Fiber Design and Construction and Seattle City Light Chief Operating Officer. If the parties are unable to resolve the dispute through such negotiations, either party may pursue legal action.

21.2 This Agreement will be governed and construed in accordance with the laws of the State of Washington without regard to any conflicts of law provisions. Venue for all actions arising from this Agreement shall held exclusively in a Washington state or federal court of competent jurisdiction situated in Seattle, King County, Washington.

**22.0 CHANGE IN LAW**

22.1 If changes in applicable laws, regulations, rules or orders materially affect either party's ability to lawfully fulfill any of its obligations under this Agreement, the parties agree to negotiate and execute appropriate changes to this Agreement. If changes in applicable laws, regulations, rules or orders make either party's continued fulfillment of its obligations under this Agreement commercially impracticable, either Party may propose an appropriate amendment to this Agreement.

**23.0 MISCELLANEOUS**

23.1 **Headings.** Headings and captions of this Agreement's paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

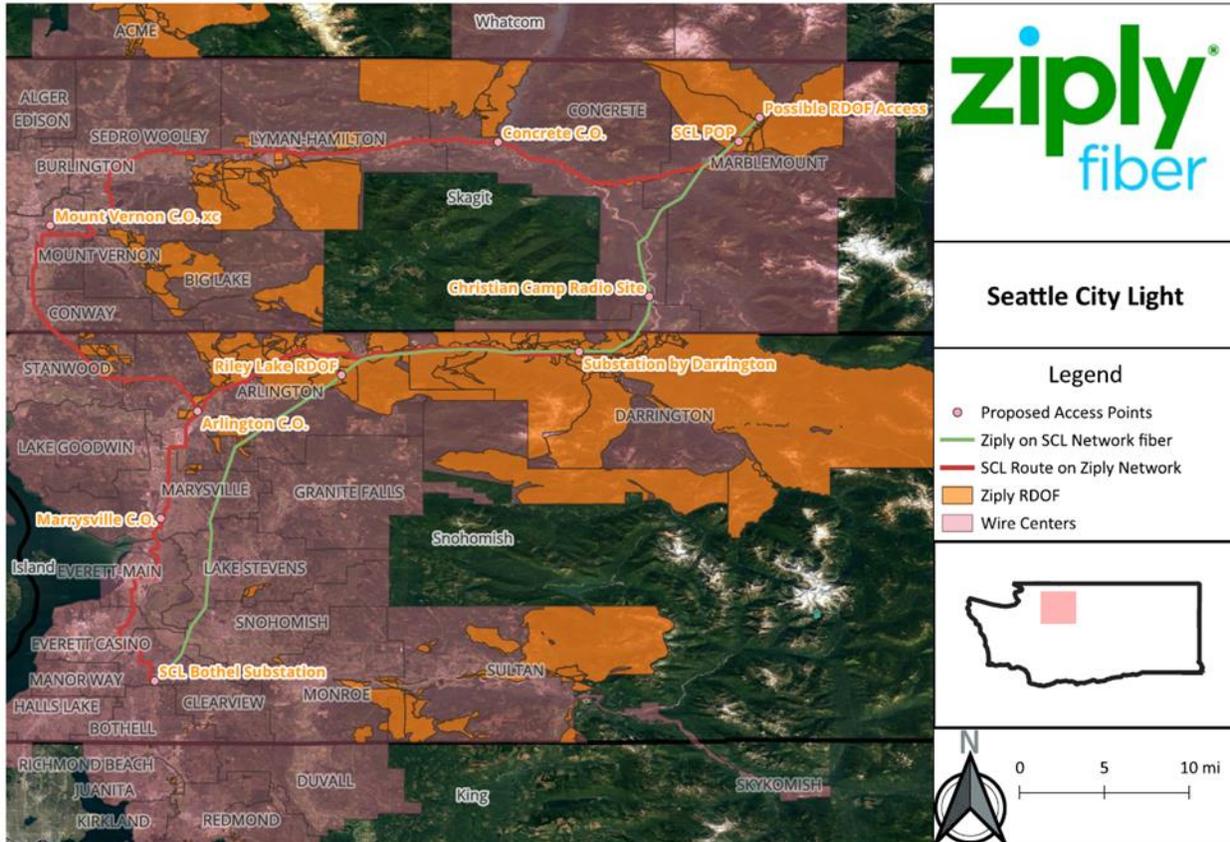
- 23.2 **Severability.** If any provision of this Agreement is deemed illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 23.3 **Grammar.** As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.
- 23.4 **Waiver.** Any right or remedy provided for in this Agreement shall not preclude either party's exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.
- 23.5 **Entire Agreement; Amendments.** This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of the Exhibit shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by authorized representatives of each Party.
- 23.6 **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The Parties intend that fax or emailed .pdf signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, .pdf, or faxed) of both parties is binding on the parties.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Ziplly Fiber Pacific, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Existing Network Fiber**



Segment	Length (ft)
Ziplly on SCL Fiber	720,938.857
Possible RDOF extension	27,169.160
Total	748,108.017

Segment	Distance (ft)
SCL on Ziplly Fiber	572,201.638
SCL to Darrington on Ziplly Fiber	138,477.433
Total	710,679.071

Expanded section description:

In areas where there are adjoining easements, ownership will be assigned to the respective easement authority.

MARBLEMOUNT - Existing fiber in place with 1-4"PVC and HH's. SCL to place path from tower to Ziplly HH identified as HH5 (leave coil large enough to get to HH3 – coordinate together).

<https://maps.app.goo.gl/fk7ALWuBSPoS1uGm9>

CHRISTIAN CAMP ROAD - SCL will run a riser/conduit straight down from their splice box/enclosure. Ziplly will intercept this SCL riser/conduit with a HH. Excavation to stay clear of the tower footings. Ziplly placing a HH directly west of the tower on Project 6004393.

RILEY LAKE –SCL will run a riser/conduit straight down from their splice box/enclosure. Ziplly will intercept this SCL riser/conduit with a HH. Excavation should stay clear of the tower footings. The fresh pile of gravel is the approximate HH location.

(for illustration only – construction to be coordinated)



<https://maps.app.goo.gl/gEPWDAHUuQqvNF1Q9>

Up to APC AR3355 Cabinet in Mt Vernon (amplification) – 30amp -48V and 20amp 120v

SCL equipment only. Cannot sub-lease without Ziplly authorization.

SCL shall provide patch through fiber capacity at the Bothell location for fiber cross connects.

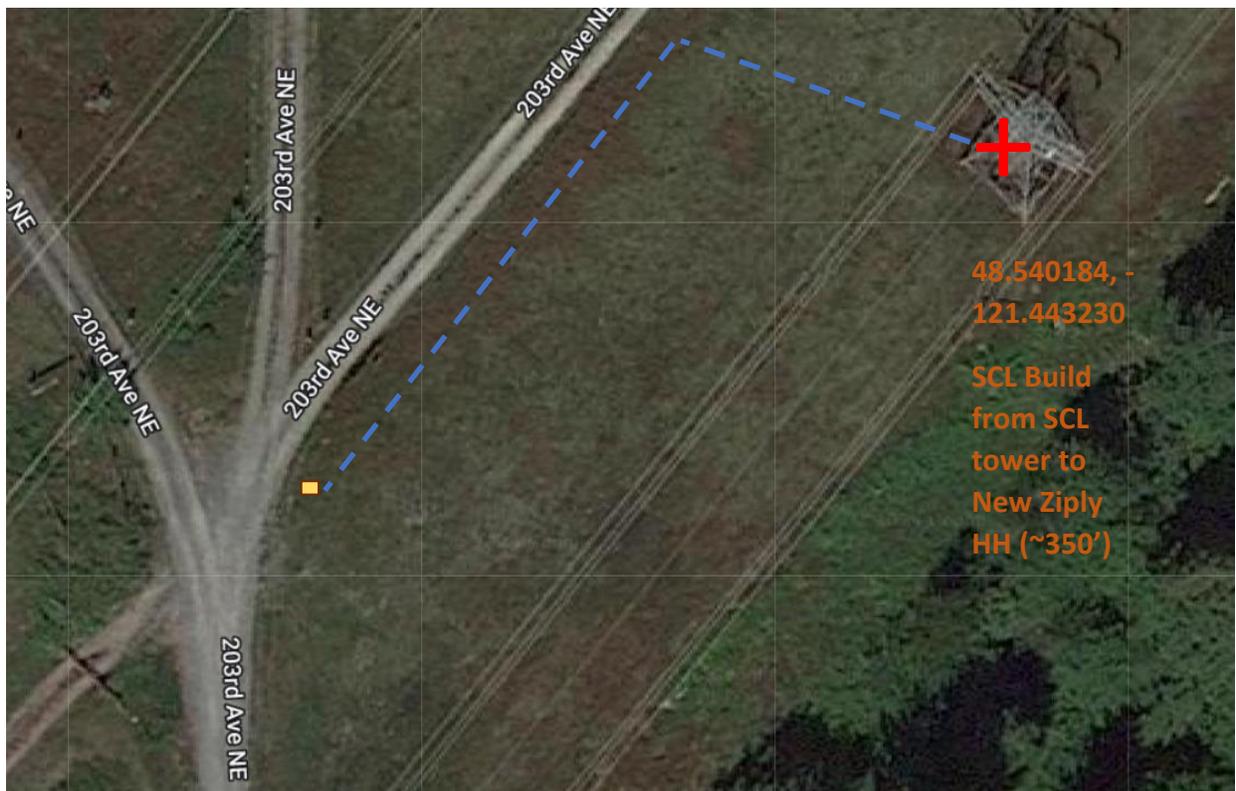
If required for amplification, Ziplly will accommodate space in either Marysville or Arlington up to 1 APC AR3355 Cabinet.

Riley Lake Handoff (for illustration only – construction to be coordinated)

48.233881, -121.954892



Detail:



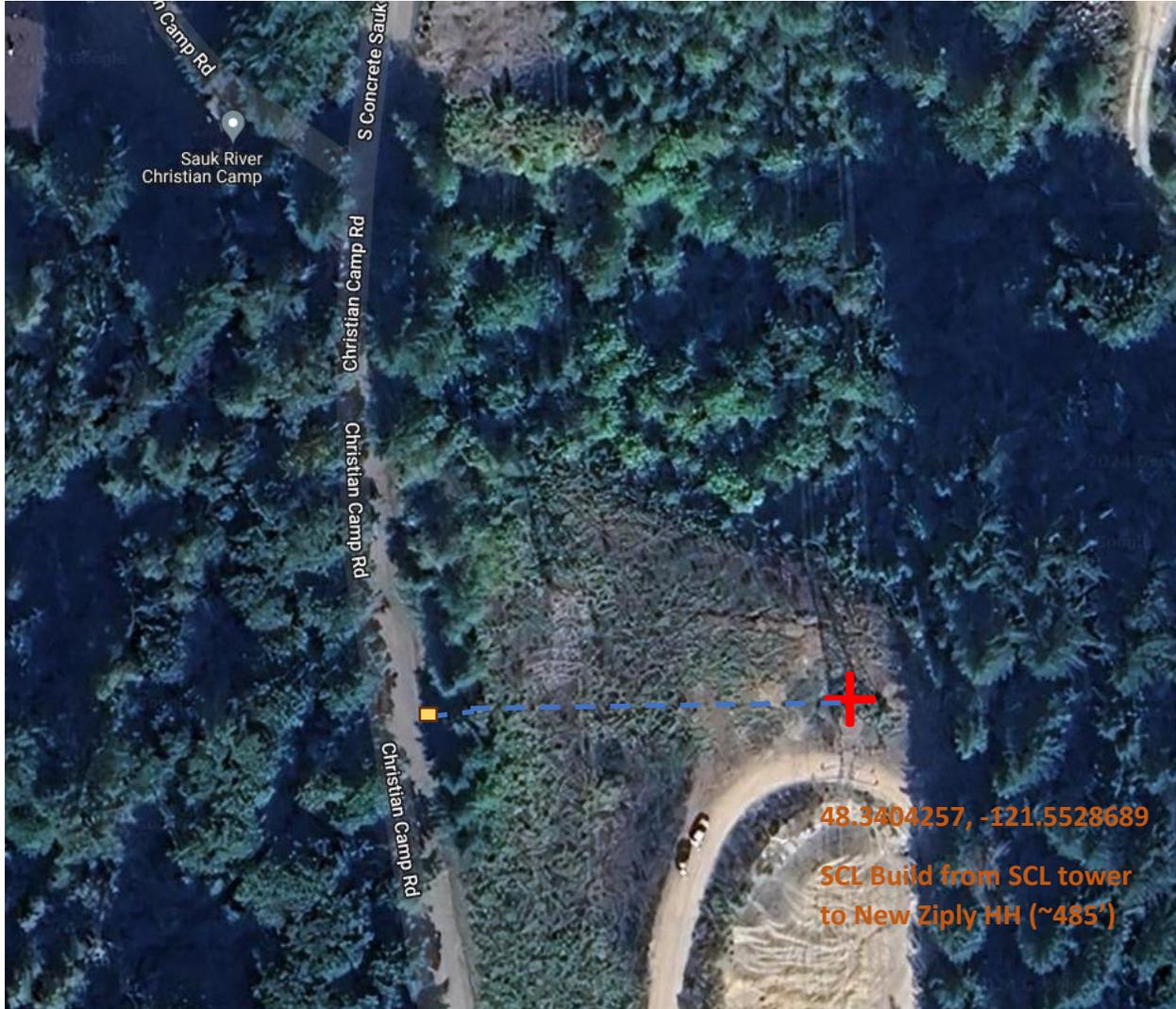
Marblemount SCL Build (for illustration only – construction to be coordinated)

48.540184, -121.44323



Christian Camp Handoff (for illustration only – construction to be coordinated)

48.3404257, -121.5528689



**EXHIBIT B**

**Fee Schedule**

Exchange for mutual benefit in lieu of monetary fees for the network fiber inclusive of the defined rack space in Exhibit A:

Segment	Length (ft)
Zply on SCL Fiber	720,938.857
Possible RDOF extension	27,169.160
Total	748,108.017

Segment	Distance (ft)
SCL on Zply Fiber	572,201.638
SCL to Darrington on Zply Fiber	138,477.433
Total	710,679.071

**EXHIBIT C**

***Test Result Template***

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
City Light	Jeff Wolf	Greg Shiring

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; authorizing the execution of an indefeasible right of use fiber sharing agreement with Ziplly Fiber Pacific, LLC for an effective period of up to two 15-year terms.

**Summary and Background of the Legislation:** This Ordinance authorizes City Light to enter into an agreement with Ziplly Fiber Pacific, LLC which require each party to provide the other with access to their fiber networks located geographically between the Department’s Bothell switchyard and the intersection of Ziplly’s and the Department’s fiber pathways in Marblemount for a period of up to two 15-year terms.

City Light owns and maintains its own fiber network consisting of 64 fiber strands within a 96-mile-long Optical Ground Wire (OPGW) system along the 240 kV “D” Line right-of-way spanning from Diablo to Bothell. City Light installed the fiber network in the late 1990s at a project cost of \$7.5 million. This line is used to communicate between City Light’s Skagit Hydroelectric Facility and its Bothell Switchyard. Various types of information important to the facility’s operations are carried through this fiber network including data on unit control, protective relay operations, dam failure warning systems, radio traffic to Seattle, telephone service, IT connectivity, surveillance cameras, and spillgate controls.

This sharing arrangement provides the Department with access to a redundant communication pathway separate from the existing pathway owned by the Department. Access to a second communication system will improve the Department’s reliability in the event the Department-owned system is damaged or otherwise fails. Over the past decade, the Department’s fiber has been damaged four times due to vandalism involving gunfire. This Agreement to share fiber with Ziplly is a unique opportunity for the Department to achieve increased reliability without spending the time and money to build a second, independent system.

This arrangement will not compromise the security of the Department’s system. There will be no interconnection between the two systems. Fiber optic cables contain many strands, and each strand of fiber is completely independent from all other strands in the cable. Though it passes through the Department’s right-of-way, the specific fiber strands granted to Ziplly will not have any SCL/COS data or information on them. They will be terminated at each end into a Ziplly-owned device. Similarly, the fibers granted to the Department by Ziplly under the agreement do not connect to any data-bearing device (Router, Switch, etc.) that is not wholly owned and operated/maintained by Seattle City Light.

## 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?  Yes  No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?  Yes  No

### 3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Please describe any financial costs or other impacts of *not* implementing the legislation.

Please describe how this legislation may affect any City departments other than the originating department.

There will be some initial cost to enable both fiber pathways to exchange information. However, the cost to the Department is minimal and will be absorbed as part of the Department's O&M Budget. Once that work is completed, there will be no anticipated additional cost.

## 4. OTHER IMPLICATIONS

- a. Is a public hearing required for this legislation? No.
- b. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation? No.
- c. Does this legislation affect a piece of property? No.
- d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

This legislation does not impact the principles of Race and Social Justice Initiative. It provides the Department with a redundant fiber communication pathway that will improve the Department's ability to provide reliable electric utility service.

**e. Climate Change Implications**

This legislation does not impact the City's ability to adapt to climate change.

**f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

Not Applicable.

**g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

Not Applicable.

**5. ATTACHMENTS**

**Summary Attachments:** None.



# Zipty Fiber Sharing Agreement

SCLAC Committee Meeting - June 6, 2025



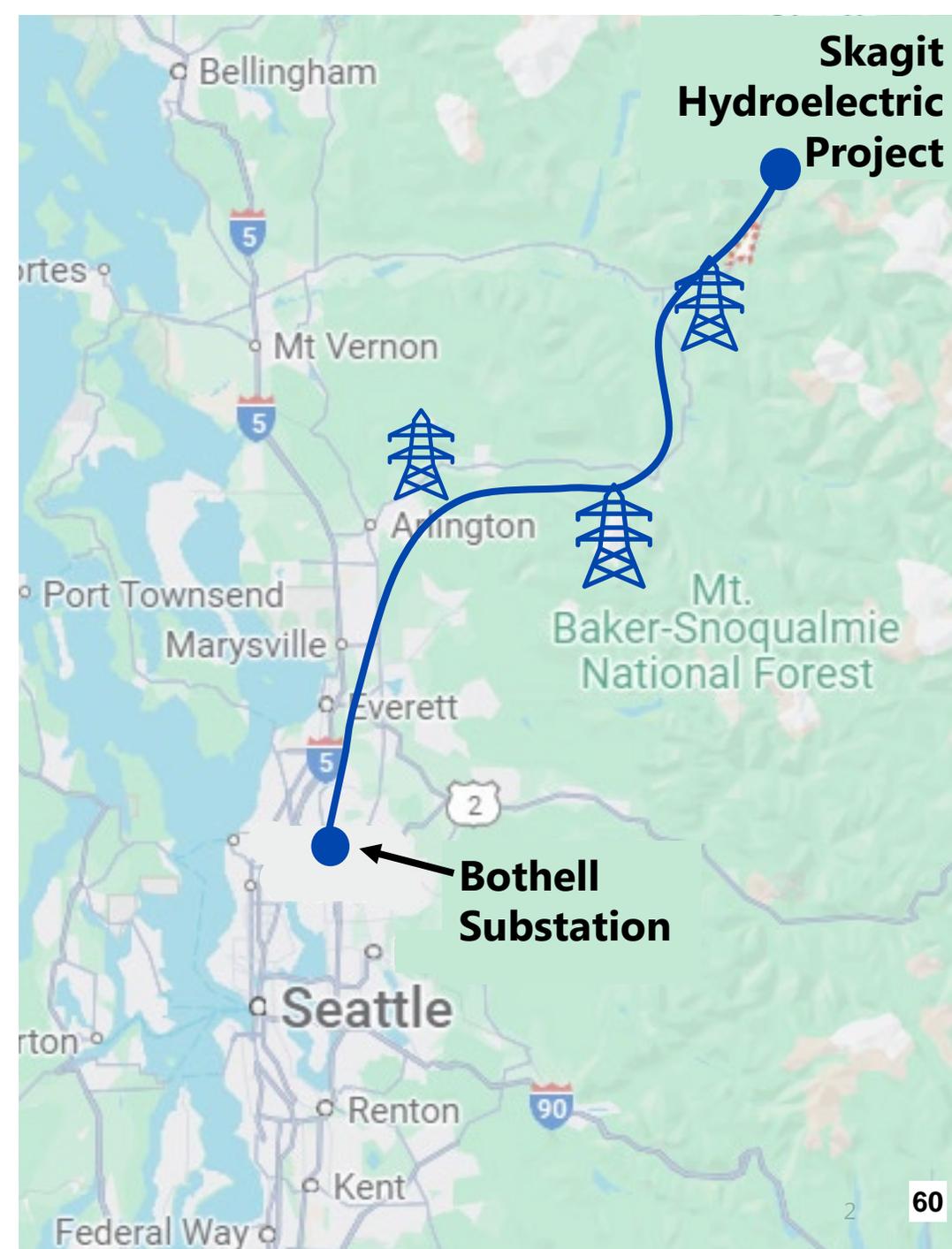
Seattle City Light

WE POWER SEATTLE

# Current Fiber Asset

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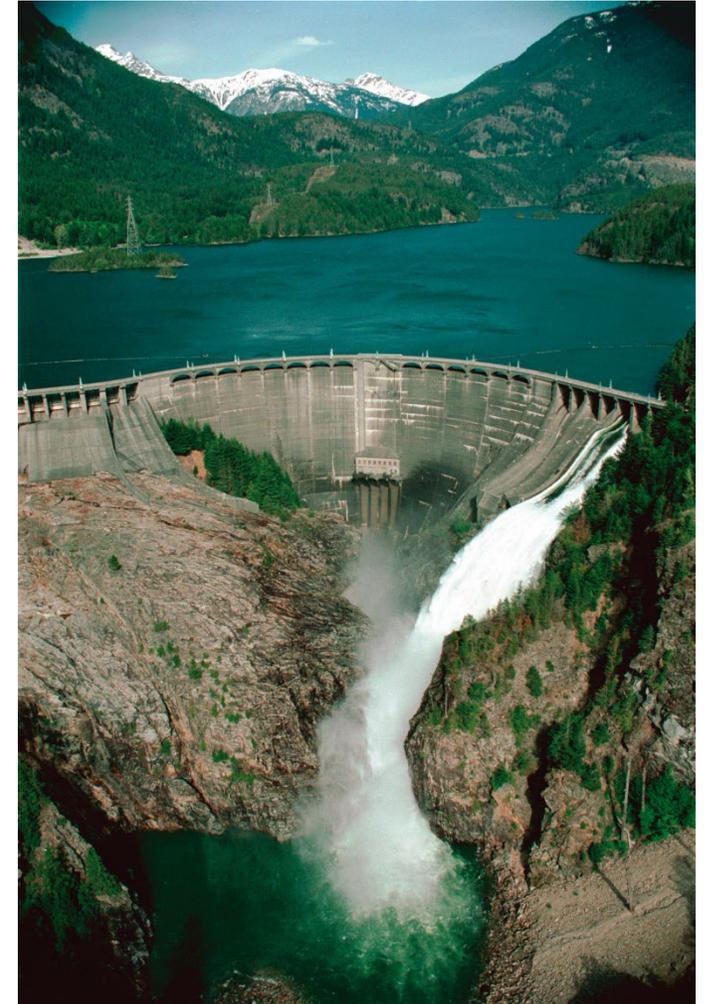
- Seattle City Light owns a 96-mile Optical Ground Wire (OPGW) system.
- Follows transmission corridor between the Skagit Project and the Bothell Substation.
- Installed in early 2000s, price tag of \$7.5 million.



# Why is this Fiber Important for the Utility?

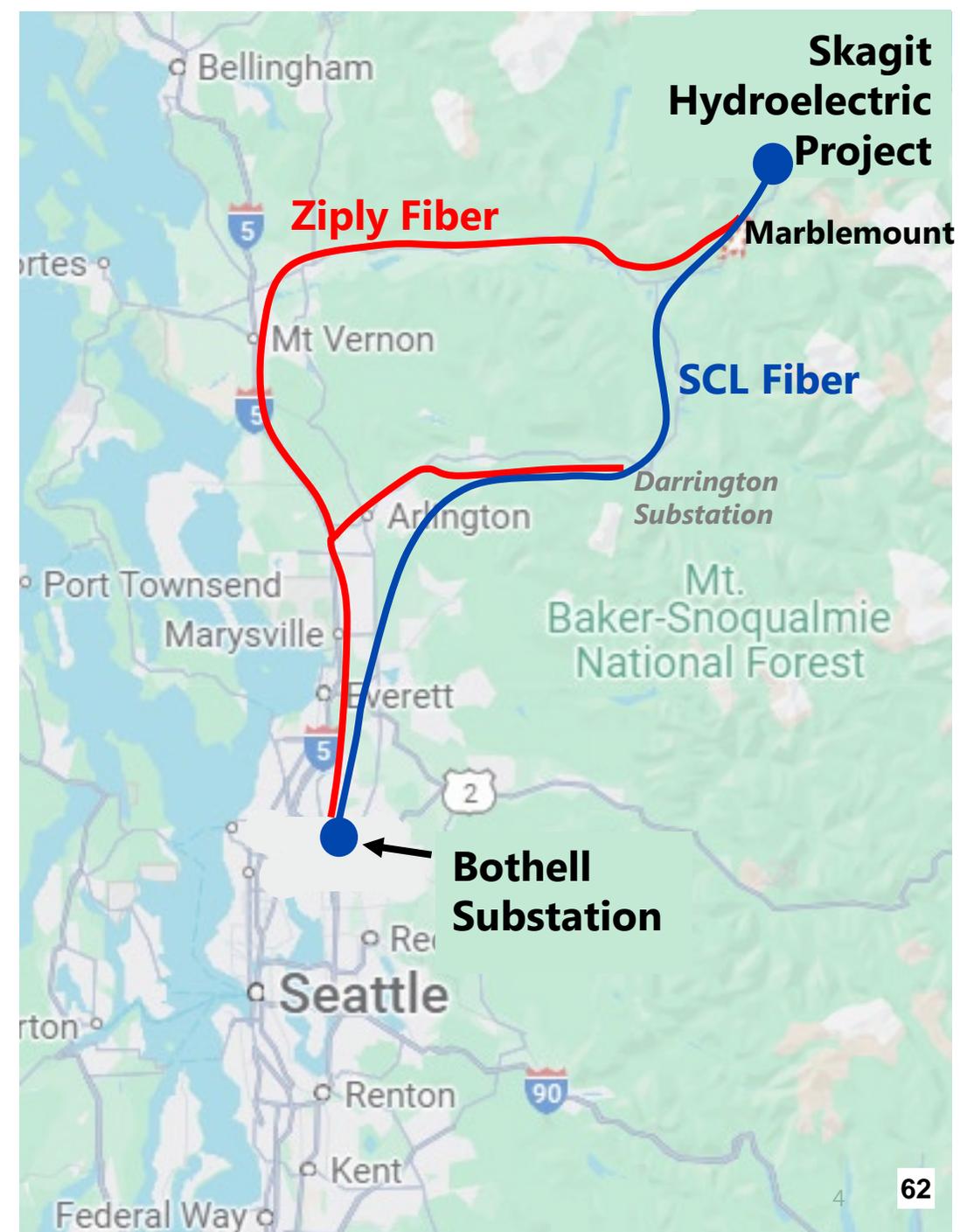
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- Fiber connects Seattle utility headquarters and the Skagit Project.
  - Surveillance cameras, dam failure warning systems
  - Remote control of dam generation units and spillgates
  - Telephone and internet for Skagit staff
- Benefit: unparalleled data security
- Risk: loss of connectivity from accidents or vandalism.



# Partnership Opportunity

- Since 2009, SCL has been seeking a redundant fiber path option.
- In 2023, SCL approached Ziplly Fiber to explore a mutually beneficial solution.
- Agreement: SCL and Ziplly Fiber provide each other with access to their fiber networks, as shown on map.
- No security risk as fiber strands will be independent



# Summary

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- Seeking approval to sign a 15-year+ agreement with telecom company Ziplly Fiber to share communication fiber assets.
- Benefits:

## **More Reliable Communication**

Resilient and reliable connectivity between Seattle and the Skagit Project.

## **Cost Effective**

Building a comparable fiber asset would cost \$13.8 million or more.

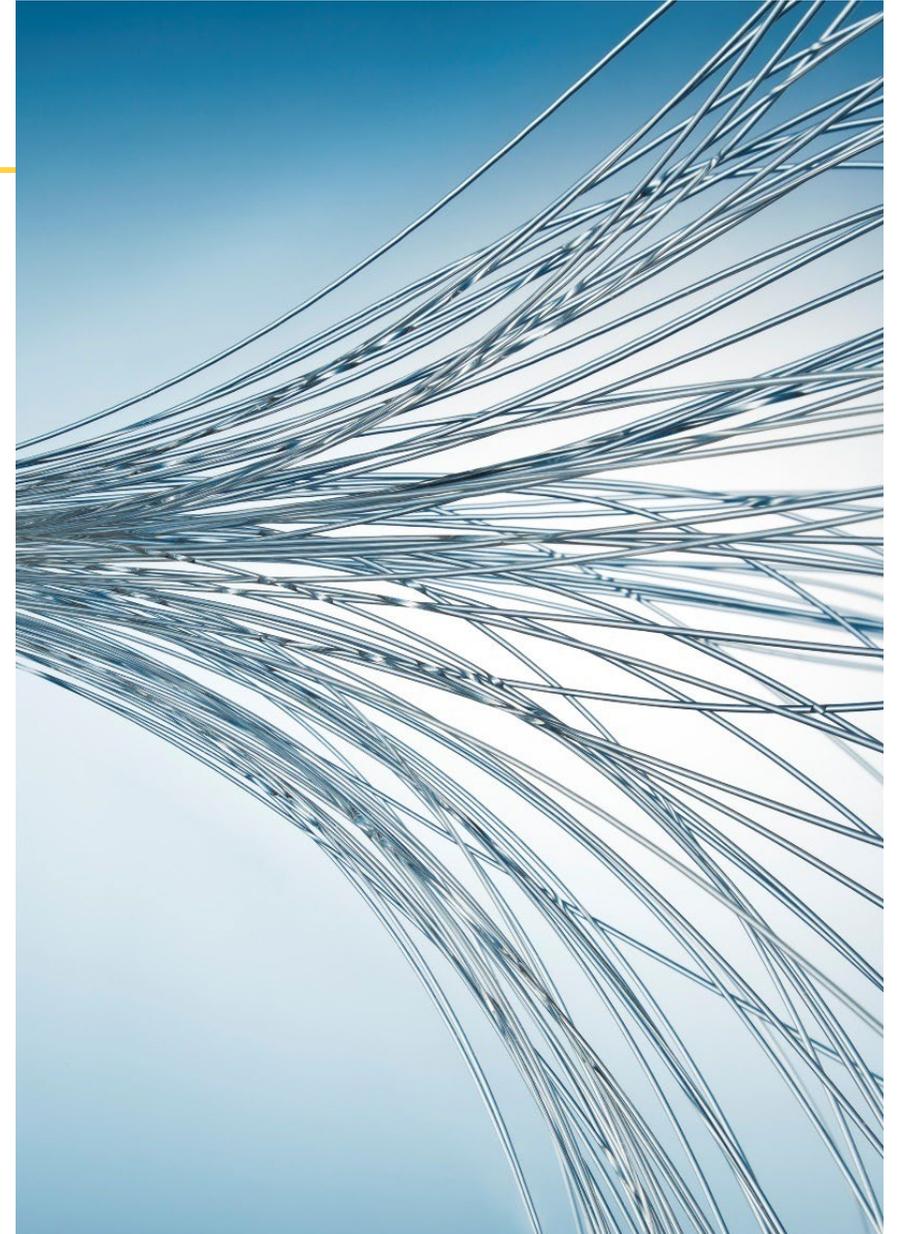
## **No Environmental Impacts**

Construction of new fiber on transmission towers would disrupt plants and wildlife.

# Purpose of Ordinance

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- Authorize agreement to share communication fiber assets with telecom company Ziplly Fiber
- No money exchanged
- Term of agreement: up to two 15-year terms



# THANK YOU

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May 19, 2025

**MEMORANDUM**

**To:** Sustainability, City Light, Arts and Culture Committee  
**From:** Eric McConaghy, Analyst  
**Subject:** Council Bill 120986: City Light and Ziplly Fiber Sharing Agreement Ordinance

On June 6, 2025, the Sustainability, City Light, Arts and Culture Committee (Committee) will discuss [Council Bill \(CB\) 120986](#). This legislation would authorize Seattle City Light (SCL) to execute an indefeasible right of use (IRU) fiber sharing agreement (agreement) with Ziplly Fiber Pacific, LLC (Ziplly) for an effective period of up to two 15-year terms.

Via the proposed agreement, SCL and Ziplly (an internet service provider) would each gain rights to use fiber in the other party’s system in a reciprocal exchange. Under the agreement, SCL and Ziplly would each provide the other with access to specific and separate fiber strands of their respective fiber networks located between the SCL’s Bothell substation and the intersection of Ziplly’s and the SCL’s fiber pathways located in Marblemount, Washington.

**Background**

Parties execute IRU agreements to secure rights to telecommunication system capacity that cannot be undone. They gain certainty of the capacity that they would otherwise have to secure through construction or purchase. For the IRU Agreement between SCL and Ziplly, “fiber” means existing fiber optic strands within the parties’ respective telecommunication networks.



*Source: Seattle City Light*

SCL completed a fiber optic connection between the Bothell substation and the utility’s hydrogeneration facilities on the Skagit River in the late 1990s at a project cost of \$7.5 million. SCL relies on this fiber line to carry data critical for operations including unit control, spillgate controls, protective relay operations, dam failure warning systems, and surveillance cameras as well as communication including radio traffic to Seattle, telephone service, and IT connectivity.

SCL seeks to increase reliability in its communications between Bothell and Diablo with a redundant fiber connection. The threat to SCL’s connection is empirical: over the past ten years, vandals have damaged the current fiber connection on four occasions.

SCL estimates the cost to construct redundant fiber connections from Bothell to Marblemount at \$13.8 million or more. Ziplly would similarly gain better connectivity and reliability for its network.

Both parties would commit to maintaining the fiber according to provisions of the agreement and pay their portion of the initial cost to enable their respective fiber pathways to exchange information. SCL's budget accommodates the estimated cost for the ongoing maintenance and the initial connection. The labor for the initial connection would be about one day for a two-person crew.

Separately from the proposed IRU agreement, SCL and Ziplly interact regarding telecommunication equipment attachment to poles. Ziplly pays a per pole rental fee for access to City Light poles for attaching equipment according to the established rates in the Seattle Municipal Code (SMC)<sup>1</sup>. Ziplly also co-owns poles with City Light.

### **Ziplly Acquisition**

Bell Canada (a large Canadian internet company) is in the process of acquiring Ziplly subject closing conditions and receipt of Federal Communications Commission regulatory approvals. The sale is expected to close in the second half of 2025. SCL reports that Ziplly would operate as a separate entity after the acquisition and that the transaction would not affect Ziplly's obligations under the IRU fiber sharing agreement.

If Ziplly was involved in a future asset purchase (not currently contemplated) that resulted in Ziplly no longer existing, then the language in Section 12 of the proposed IRU fiber sharing agreement would provide for assignment of the contract to a new party with the written consent from the City, through SCL, after conducting due diligence.

### **Next Steps**

If the Committee votes to recommend approval of CB 120986 on June 6, then Council could take final action on the CB as soon as June 17, 2025.

cc: Ben Noble, Director  
Calvin Chow, Supervising Analyst

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<sup>1</sup> [SMC 21.49.065](#)