

INTERLOCAL AGREEMENT ESTABLISHING THE COMMUNITY CONNECTIVITY CONSORTIUM

THIS AGREEMENT (“Agreement”) is entered into among the following public agencies organized under the laws of the State of Washington, hereinafter referred to as the “Members” which are parties signatory to this Agreement: (1) City of Bellevue; (2) City of Kirkland; (3) Lake Washington School District; (4) University of Washington; (5) Bellevue College; (6) Bellevue School District; (7) King County Public Hospital District No. 2 d/b/a Evergreen Healthcare; (8) City of Federal Way; (9) City of Renton; (10) Renton School District; (11) City of Seattle; (12) City of Algona; (13) City of Auburn; (14) City of Kent; (15) City of Pacific; (16) City of Puyallup; (17) City of Tukwila; (18) Valley Communications Center (collectively, the “Parties”). This Agreement shall take effect upon the signature of nine (9) or more of the Parties to this Agreement.

This AGREEMENT replaces the previous Interlocal Agreement: General Terms and Conditions for Sharing Fiber Optic Installation Projects, which took effect on December 6, 2003 (“Fiber Interlocal”), except for the limited purposes set forth in Section 5 of this Agreement.

This Agreement is being made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and pursuant to the authority granted for formation of public corporations in RCW 35.21.730 through 35.21.759, and has been authorized by the legislative body of each jurisdiction signing this Agreement.

RECITALS

Whereas the University of Washington, Lake Washington School District, City of Kirkland and City of Bellevue signed Interlocal Agreement: General Terms and Conditions for Sharing Fiber Optic Installation Projects, effective December 6, 2003 (“Fiber Interlocal”) for the purpose of outlining how the parties will work together on fiber optic projects for the benefits of all the participating parties and established the original backbone of the Fiber Consortium network through contributions of budget, fiber assets, conduit, right of way and staff expertise; and

Whereas Evergreen Healthcare, Bellevue School District, City of Renton, Renton School District, Bellevue College, City of Seattle and City of Federal Way have signed the Fiber Interlocal and the joining amendments were fully executed by the participating parties; and

Whereas all projects to be completed under the Fiber Interlocal were required to have a Fiber Optic Project Agreement signed by all participating parties specifying lead agency and participant roles, project schedule, budget, route, fiber allocation and ownership, points of demarcation, maintenance responsibilities, and other details of each project; and

Whereas projects completed under a Fiber Optic Project Agreement defines the Fiber Consortium network, which is separate from each participating parties' networks unless transfers of a party's fiber assets were executed through a Fiber Optic Project Agreement; and

Whereas the growing Fiber Consortium network with additional agencies in the process of joining and executing more projects has become cumbersome to manage under the current structure. The City of Algona, City of Auburn, City of Kent, City of Pacific, City of Puyallup, City of Tukwila, and Valley Communication Center have approved joining the Consortium and executed a joining Fiber Optic Agreement; and

Whereas the members of the Fiber Consortium network are seeking grant opportunities to fund expansion to serve members' needs and has been successful in recent grant programs and thus the fiscal, administrative and project oversight responsibilities require more structure; and

Whereas the forming of this Consortium pursuant to RCW 39.34.030 and RCW 35.21.730 through 35.21.759 will provide the additional structure that is required; and

Whereas the rights established for each participant in each Fiber Optic Project Agreement shall not terminate with the replacement of the Fiber Interlocal.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. ESTABLISHMENT OF THE CONSORTIUM

The purpose of this Agreement is to create the Community Connectivity Consortium ("Consortium"). The Consortium shall be created as a separate legal entity as authorized by RCW 39.34.030 and shall be a public corporation pursuant to RCW 35.21.730 through 35.21.759. Upon approval and execution of this Agreement and approval of the form of the Consortium Charter by nine (9) members, the Consortium Charter shall be adopted by Ordinance by the City of Kirkland and then executed and issued by the City of Kirkland.

II. PURPOSE

The mission of the Consortium is to create a vibrant and competitive region by providing connectivity services to meet the needs of our community institutions – hospitals, universities, schools and government agencies. The Consortium shall have the following purposes:

- A. Create a regionally coordinated, open-access network that leverages the assets and resources of the members using strategic opportunities to provide low-cost, stable, robust, efficient connectivity services to members and their communities.

- B. Ensure the network infrastructure remains free of encumbrance and can be used for innovative opportunities by members.
- C. Develop and enhance working relationships among members and explore ways to the use the network collaboratively to make our community a better place to live, work and play by sharing risks and rewards equitably.
- D. Explore public/private partnerships to the benefit of the members and member communities.
- E. Achieve economies of scale through collaboration and coordination of projects and investments.
- F. Balance current needs with future needs in decision making to achieve lower long-term costs.

III. PARTIES TO AGREEMENT

Each Party to this Agreement certifies that it intends to and does contract with all other Parties who are signatories of this Agreement and, in addition, with such other Parties as may later be added to and become signatories of this Agreement. Each current and all future signatories to this Agreement shall be considered Parties hereto so long as the signatory is a Voting Member of the Consortium.

IV. MEMBERSHIP/MEETINGS

Membership in the Consortium shall be limited to government agencies authorized to become signatories to an Interlocal Agreement as authorized by RCW 39.34.030, and who contribute assets, resources, and/or shared services for the benefit of Members. The addition of new Members shall be subject to the approval of a simple majority of the Consortium Board, as established by the Consortium, to manage its operations.

V. GENERAL PROVISIONS

- A. Duration: This Agreement shall commence upon full execution and continue to remain in existence as long as it has Consortium Members.
- B. Work Product/Confidentiality: All work product including records, data, information, documents, files, designs, sketches, finished or unfinished documents or other documents, material or data produced in performance of this Agreement shall become the property of the Consortium. All such work product shall be kept confidential by all of the Consortium Members and the Member's employees and agents and shall not be made available to any individual or organization by any Consortium Member without the prior written consent of the Consortium Board or unless required pursuant to court order, the Public Disclosure Act RCW 42.56 or other applicable law.

C. Termination: Upon 180 days written notice by a Consortium Member, this Agreement may be terminated and/or dissolved by a vote of $\frac{3}{4}$ of the voting Consortium members at the next Consortium annual meeting. In the event this Agreement is terminated and/or dissolved, assets shall be distributed by the Consortium Board among Consortium Members after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the Consortium. The distribution shall be based on the following:

1. Non-cash assets contributed without charge by a Consortium member shall revert to the contributor. If the contributor is no longer a member, then the asset shall be treated as if it was acquired with Consortium funds.

2. The Consortium Board shall conduct a valuation of all remaining assets. Assets acquired, using Consortium funds, after the effective date of this Agreement shall be sold by the Consortium Board, if appropriate, and the money or asset value distributed to those members still participating in the Consortium on the day prior to the termination date. The distribution shall be apportioned by taking the percentage that a Member has contributed to the total Consortium budget over the existence of this Agreement and applying that percentage to the remainder of the assets, resulting in the amount each Member shall receive upon distribution. Assets acquired after the effective date of this Agreement by the Consortium via grant funds shall be distributed in accordance with the terms of the grant and if no such provision exists in the grant, then distributions shall be in accordance with the terms of this Agreement. A Member can elect to take an asset in lieu of money.

If the Consortium Board is unable to fulfill these duties, any such asset not so disposed of may be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Consortium is then located.

D. Miscellaneous: This Agreement constitutes the entire agreement of the parties. No provision of the Agreement may be amended or modified except by written agreement signed by at least $\frac{3}{4}$ of all Voting Members. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest and assigns. This Agreement does not confer upon any persons other than the current and all future Parties any rights or remedies under this Agreement. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. The venue for any dispute related to this Agreement shall be King County, Washington. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. This Agreement may be executed in counterparts.

This Agreement has been executed by each party on the date set forth below:

<p>CITY OF BELLEVUE</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>CITY OF KIRKLAND</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p>LAKE WASHINGTON SCHOOL DISTRICT NO. 414</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>UNIVERSITY OF WASHINGTON</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>

<p>BELLEVUE COLLEGE</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>BELLEVUE SCHOOL DISTRICT NO. 405</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p>KING COUNTY PUBLIC HOSPITAL DISTRICT NO. 2 d/b/a Evergreen Healthcare</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>CITY OF FEDERAL WAY</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p>CITY OF RENTON</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>RENTON SCHOOL DISTRICT NO. 403</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>

<p>CITY OF SEATTLE</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>CITY OF ALGONA</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p>CITY OF AUBURN</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>CITY OF KENT</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>
<p>CITY OF PACIFIC</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>	<p>CITY OF PUYALLUP</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p>

CITY OF TUKWILA

By: _____

Its: _____

Date: _____

Approved as to form:

VALLEY COMMUNICATIONS CENTER

By: _____

Its: _____

Date: _____

Approved as to form:
