



## **Community Connectivity Consortium Bylaws**

### **1. Purpose**

The purpose of these Bylaws is to establish the means by which the Community Connectivity Consortium (hereinafter —Consortium) shall regulate and direct itself and identify and document the Consortium's operating procedures and principles for management of the Consortium's business activities by the Consortium's Board.

### **2. Goals and Principles**

The guiding operating principles of the Consortium are to:

- Provide for efficient, flexible, robust, secure and cost-effective communications; resiliency for disaster recovery, emergency and public safety connectivity, disaster recovery and business continuity for Members and constituents; improved inter-agency communications; and an open-access network to serve communities and their anchor institutions.
- Optimize use of the Consortium's assets through: (1) efficient administration; (2) effective policies and procedures; (3) capable execution of projects; and (4) adequate record keeping, documentation and inventory of Consortium operations and assets.
- Effectively leverage member and Consortium resources to obtain grant funding, develop shared resources for the benefit of Members, and develop fiscal opportunities that support the Consortium's goals.
- Work collaboratively to optimize available resources, including knowledge, pathway, design, assets, budget, administration, and any other expertise necessary in a manner that is equitable and flexible across the long term.

### **3. Agreement**

These Bylaws shall be reviewed and recommended by the Consortium Board to the Consortium Members for adoption. These Bylaws may be amended upon recommendation by the Consortium Board to the Consortium Members for adoption of any changes with the approval of at least a majority of all Voting Members. These Bylaws shall be reviewed annually by the Consortium Board.

#### 4. Operating Committees & Boards

- A. **Composition of Consortium Board.** The Consortium Board is comprised of representatives appointed by member agencies. These representatives should possess the special knowledge required to participate in the conduct of Consortium business and should include the Chief Information Officer, Information Technology Director, or other designee. The initial Consortium Board shall be made up of four Core and five At-Large seats. The initial Core seats of the Consortium Board are the original signers of the first interlocal agreement that established the Consortium (the University of Washington, the Lake Washington School District, City of Bellevue and the City of Kirkland) and have made significant investments to establish the initial backbone of the Consortium network. The At-Large seats are open to all voting members of the Consortium. The Consortium Board shall represent the diversity and perspectives of the Consortium members and shall strive to balance the Board seats with a mix of anchor institutions considering types of organizations (e.g., government, education and health care, etc.), geographic representation (e.g., Seattle, east King County, south King County, etc.), and other categories that may arise. The Consortium Board shall recommend a representative composition of the Board at the Annual Meeting. The Consortium may change the composition and number of Board positions—including the number of Core and At-Large seats—as the needs of the Consortium may dictate. Any change to the composition of the Consortium Board shall require the approval of at least 75% of all Consortium Voting Members.
- B. **Consortium Board Terms.** The initial At-Large seats shall be elected by the Consortium Voting Members for one, two or three-year staggered terms to minimize turnover and ensure continuity in the Board. Thereafter, all seats shall serve a three year term. At-large terms shall be: two at-large Members elected for a one year term, two at-large Members elected for a two year term, and one at-large Member elected for a three year term. Board Members, at their first meeting, will use a random selection method to determine the term of each At-large seat. Elections shall take place at the Consortium's Annual Meeting. The Core seats shall have a three year term. At the conclusion of each three year term the Consortium Board will review the makeup of the Core seats based on sunk investments, level of effort towards Consortium goals (e.g., project management, engineering, regional coordination, administrative, etc.), budget contributions and any other factors demonstrating on-going commitment and achievement and propose any appropriate changes in Core seat assignment. If a seat is vacant and the Consortium Member is not able to replace its representative, the Consortium Board may elect another Member or hold an election to fill the remaining term of the seat.
- C. **Operating Committees.** The Members of the Consortium Board shall appoint Consortium Members to such operating committees as deemed necessary by the Board to assist in the operations of the Consortium. The Consortium Board may, at its discretion, vote on the formation of such committees as necessary for the orderly business operation of the Consortium. Possible future committees are Operations, Finance, and Nominating.

- D. **Consortium Officers.** The Consortium Board shall select a Chair, a Vice- Chair and a Secretary. The Vice-Chair will act as Board Chair in the absence of the Chair. The Chair, Vice-Chair and Secretary shall each serve a two-year term. In the event a Chair is unable to complete its term, the unfilled portion shall be filled by the Vice-Chair. If the Vice-Chair is vacated, the Board or Committee shall elect a new Vice-Chair. The election of officers is at the discretion of the Consortium Board and may be by written, electronic or verbal ballot. The Consortium Board shall select a Chair and Vice-Chair for any committees it creates. The duties of any Consortium officers shall be those normally associated with the office and include chairing meetings, coordinating agendas, acting on behalf of the Consortium as directed by Board action, and other duties to ensure the effective and efficient operations of the Consortium.
- E. **Consortium Board Member Responsibilities.** Consortium Board Members shall participate in the preparation of the annual budget recommendation to be presented for Member adoption at the Consortium's Annual Meeting. The budget document shall contain, at a minimum, an annual report including significant project update reports. The Consortium Board Members shall stay informed on or be directly engaged in the activities of Consortium committees and projects to fulfill the Consortium Board's oversight role of ensuring adequate progress and achievement of goals. Consortium Board Members may contribute resources towards efficient operation of the Consortium, including but not limited to staff expertise, time and effort for outreach and coordination, materials, budget commitments, etc.
- F. **Member Responsibilities.** Any Member may attend any Board or committee meeting and is encouraged to participate as much as feasible. Members shall represent the interests and legal obligations of their agencies in all matters. Members shall also be the liaison to their organizations and facilitate effective communications and coordination on behalf of their agency. The Consortium will not reimburse a Member for its time serving on the Consortium Board or operating committees. No Member will be an agent of the Consortium or has the power to bind the Consortium in any manner solely by virtue of such Member's Consortium Membership.
- G. **Removal of Officers.** Consortium Board Officers may be removed, with cause, at any meeting of the Consortium Members. Notice of such action will be published as an agenda item and voted on by the Consortium Voting Members. Committee Officers may be removed by the Consortium Board at any of the Board meetings.

## 5. Membership Policy

- A. **Membership Types.** There are two Membership Classes – Voting and Non-Voting. The Consortium shall maintain a Membership roster designating Voting and Non-Voting members.
- B. **Voting Members.** Voting Members shall enjoy full privileges, including voting, sharing of risks and rewards, ownership of assets, and other benefits. Voting Members are expected to positively contribute to Consortium governance and operation, provide in-kind contributions of conduit, staff time or funding and

actively participate in meetings, Consortium projects, and regional activities that further the Consortium's mission. Voting Members who fail to actively participate during a four year period may, upon notice and by a vote of the Consortium Board, have their membership status changed to Non-Voting Member based on a finding by the Board that the Member has not actively participated during the applicable four year period.

- C. **Non-Voting Members.** Non-Voting Members may participate in Consortium Project Agreements that are within and/or affect their jurisdiction, but are not required to actively participate in Consortium business or governance. Non-Voting members may attend Consortium meetings and provide input but may not vote. Non-Voting Members are not required to contribute to Consortium governance or operation and are not eligible for distribution of Consortium assets in the event of dissolution of the Consortium.
- D. **Attaining Membership.** A public agency desiring membership in the Consortium must express its interest in writing to the Consortium Board. The letter of interest should identify the type of membership sought and how the agency's interests align with the goals and principles of the Consortium. The Consortium Board shall review the request and take action accordingly:
  - 1. Non-Voting Members. For agencies seeking non-voting membership because of limited and discrete interests (e.g., connecting a facility), the Consortium Board can take action on the membership request at its next available Board meeting. Non-voting members should participate in committee and project meetings appropriate to their interests.
  - 2. Voting Members. For agencies seeking full voting membership, the Consortium Board can consider the request, and if approved, allow immediate admittance as a non-voting member. Prior to admittance as a full voting member, applicants must serve a one-year period as a non-voting member. The one-year period begins when the Consortium Board approves the request after it reviews the letter of interest. During the one-year non-voting period, the applicant should attend Board and/or committee meetings for one year to demonstrate sincere interest and willingness to actively participate and engage in the collaborative partnership. Final admittance as a full voting member is established by a majority vote of the full voting membership based upon demonstrated ability to develop and maintain effective partnerships in alignment with Consortium goals and objectives.
  - 3. The Board, at its discretion, may waive the one year non-voting requirement. For example, a new member's representative have previous working experience with the Consortium.
- E. **Member Withdrawal.** A Consortium Member may notify the Consortium of its intent to withdraw from this Agreement by written notice to the Consortium Board. Any commitment for the current calendar year shall be terminated upon such withdrawal. The Consortium Member withdrawing from the Consortium also forfeits any of the Consortium Member's proportional interest in Consortium assets including but not limited to: (1) ownership rights to hardware, software, fiber and/or services owned/provided by the Consortium, and (2) any funds associated with Consortium products and/or services. The Consortium Member seeking

withdrawal shall continue full participation in any Consortium Project Agreements executed during the Membership period. A Member retains full ownership in assets designated as belonging to the Member in any Consortium Project Agreement but may elect to transfer assets back to the Consortium with the agreement of the Consortium Board.

## 6. **Dispute Resolution**

Disputes regarding asset ownership or any other aspect of the Consortium's business activities shall be brought to the attention of the Consortium Board for resolution. In the event a resolution is not possible, either party to the dispute may escalate the issue to the Membership at the Consortium's Annual Meeting or a Special Meeting. The vote of the Membership shall be the final decision of the Consortium.

## 7. **Meetings**

- A. **Frequency** – The Consortium Board shall conduct at a minimum an annual meeting of the Consortium Members, to be held on the second Thursday in May of each year at 2:00 p.m., at a location determined by the Board no later than the first quarterly Board meeting of the year in which the General Members Meeting will be held. Additionally, the Consortium Board shall meet not less than quarterly to conduct Consortium business and oversight.
- B. **Notices** – Meeting notices shall be distributed 10 days in advance of Consortium Board and 30 days in advance of Consortium Members meetings. Such notices shall include an agenda covering topics to be discussed along with any materials related to matters up for a vote.
- C. **Attendance** – It is the responsibility of each Consortium Member to fully participate in the governance of the Consortium. Consortium Members are encouraged to attend all meetings.
- D. **Minutes** – Minutes shall be taken and made available to Members at Consortium Board and Consortium Members meetings. Meeting minutes shall be available no later than 15 days after the meeting's occurrence.
- E. **Quorum, Voting** – A quorum shall be a simple majority of all Voting Members. Unless a different percentage is required by the ILA, the Charter or by law, action at any Meeting shall be action of the Consortium if the action is approved by at least a majority of those present at the meeting, provided a quorum is present. No action may be taken at a meeting at which a quorum is not present, except to adjourn the meeting to another time and/or place.
- F. **Voting by Proxy** – While members are encouraged to attend meetings, circumstances may occur wherein a member cannot cast a ballot in-person. A vote by proxy on matters brought before the Board and/or General Membership maybe cast, at the discretion of the Board Chair, by emailing the Board Chair no later than 48 hours prior to the meeting. The proxy vote shall be counted as if tendered in person and included in the meeting minutes.
- G. **Electronic Voting** - The Chair of the Board may authorize an electronic vote by email

if a question needs to be acted upon by the board in between physical meetings. Any action taken electronically will be formally recorded into the minutes of the next Board meeting.

#### **8. Fiscal Agent**

The Fiscal Agent for the Consortium shall be appointed by the Consortium Board for a term of three years. The City of Bellevue is the Consortium's current Fiscal Agent for monetary matters wherein the Consortium receives or spends funds on behalf of the Consortium.

#### **9. Member Dues**

The Consortium may, at its discretion, through the annual budget process and in accordance with the Consortium's Financial Policy, establish annual dues. Dues will be invoiced to members in January of the year in which they are due and are within 30 days of receipt.

#### **10. Assets**

The Consortium may own assets such as fiber optic strands and active electronics used to operate a Consortium network. The following principals shall govern the inventory, allocation and use of Consortium assets.

- A. As described in the Consortium's Interlocal Agreement, the Consortium will maintain a bank of surplus fiber and other assets to be distributed to Members, for revenue generation and use by customers based on demonstrated need and for benefit to the Consortium and its Members' communities. Consideration will be given balancing immediate and future long term needs; collaboration between Consortium members; good stewardship of Consortium assets; clear definition of need and use indicators; does the allocation meet a Consortium goal? Decisions regarding distribution of assets shall be at the discretion of the Consortium Board.
- B. An accurate asset inventory shall be maintained by the Consortium's Fiscal Agent and reported annually to the Membership. Consortium Members shall support the inventory by providing necessary documentation and information.
- C. Maintenance/replacement costs for assets shall be evenly distributed to the Voting Members. In the event of a fiber break, the lead agency for the Project Agreement covering the cable installation shall immediately notify the Consortium and have the fiber repaired with all due diligence as described within the Project Agreement, passing costs to the appropriate Members upon receipt of the vendor's invoicing. The Consortium may own other assets related to the mission and goals of the Consortium. Such assets shall be maintained and inventoried and costs shared by the Voting Members through Consortium dues as approved in the annual Consortium budget.
- D. Allocation of assets for each project will follow these guidelines:
  - a. Member-funded projects: Asset ownership is determined in each Project Agreement and cost is prorated among the participating Members.
  - b. Grant-funded projects: All assets are owned by the Consortium and

allocated by the Consortium Board based on the following priorities:

- i. Priority 1 – To achieve the objectives of the grant project. If one of the objectives is a future capability, assets must be set aside for this until that project is ready.
  - ii. Priority 2 – To achieve objectives of Members who contribute to a grant project either through assets, right of way, staff time, facilities, or other contributions.
  - iii. Priority 3 – To achieve the objectives of Members who have a demonstrated need to use grant-funded assets.
  - iv. All Members requesting use of grant assets under Priority 2 and 3 must demonstrate necessity with a report or presentation showing needs analysis and how the assets will be used.
  - v. All use must fit within grant guidelines and be tracked for grant audit purposes.
  - vi. All unallocated assets will be retained in an Asset Bank for future needs.
- c. Consortium funded projects: Assets owned by the Consortium shall be allocated by the Consortium Board based on the following:
- i. Priority 1 - To achieve a Consortium goal(s).
  - ii. Priority 2 – To achieve objectives of members who contribute to the project either through the contribution of assets, staff time, facilities or other contribution.
  - iii. Priority 3 – To achieve objectives of members who have a demonstrated need to use Consortium owned assets.
  - iv. All Members requesting use of Consortium assets under Priority 2 and 3 must demonstrate necessity with a report or presentation showing needs analysis, how the assets will be used, and provide for long-term system capacity and public good.
- d. The following general rules shall be used as a starting point for discussion and negotiation of fiber allocation:
- i. To connect a facility: 6 strands (2 for primary, 2 for backup, 2 for spares)
  - ii. For a traffic network: 12 strands for small to mid-size city, 24 strands for mid to large city.

## 10. Projects

All Projects among participating Members shall have a Consortium Project Agreement specifying the participating agencies, Lead Agency and project manager, route, assets, etc. as described in the Consortium Project Agreement Template. Projects will follow the template established for Consortium projects to ensure consistency. Each fully executed Project Agreement will be filed with the Fiscal Agent for record keeping purposes. The Lead Agency is responsible for the successful execution of

Consortium Projects.

## 11. Procurement/Contracting

For expenditures that flow through the Consortium, the Consortium shall adopt and be guided by the initial Fiscal Agent's Contracting Policy as the basis for all contracting/purchasing decisions. Contracts up to \$50,000 may be approved and executed by the Consortium Board Chair or designee as contained in the Consortium. Contracts exceeding \$50,000 shall require approval by the Consortium Board.

## 12. Staffing

The Consortium Board may recommend to the Consortium Members staff positions necessary for the continued business operations of the Consortium. Such recommendation shall contain a compensation assessment and be included in the annual budget process

## 13. Amending Bylaws

Except as otherwise provided herein, these Bylaws may be modified or amended by the general membership upon the recommendation of the Consortium Board. At a minimum, the Consortium Board shall, on an annual basis, review the current Bylaws and make recommendations regarding potential changes at the Consortium Members annual meeting. Amendments to the Bylaws must be approved by at least a majority of all Voting Members.

### Definition of Terms

- A. Active Electronics – Electronics used in the operation of the Consortium's fiber optic network. Electronics maybe routers, switches, hubs, and any equipment necessary to create a note on the network.
- B. Asset Bank – Fiber that is classified by the participants in a Project Agreement as surplus to the project and transferred to the Consortium for future use by the members; fiber that may be donated to the Consortium by a member for the future use by the members.
- C. Customer – A customer of the Consortium is any entity that contracts for services from the Consortium. Said services may be the sharing of resources, network connectivity and other services as defined by the Community Connectivity Consortium Board.
- D. Consortium Project Agreement – This is an agreement for a specific project with participating members that defines the contractual relationships between and amongst the members of the agreement.
- E. Fiscal Agent - An entity that handles fiscal matters for a group, including contracting, procurement, disbursement of payment funds, grant management, financial accounting for such funds as may be required, administrative record keeping, asset tracking, and the production of reports necessary to the conduct of the group's business activities.
- F. Interlocal Agreement– An agreement executed under RCW 39.34.030 that provides statutory authority for the formation of such agreements. Such

agreements are limited to government entities/agencies.

- G. Lead Agency – The participating agency designated by mutual consent in a Project Agreement and empowered to enter into contracts, oversee project construction and perform on-going maintenance responsibilities.
- H. Voting Member – Any Consortium Member that provides assets, funding, staff or other shared resources for the benefit of the Consortium and participates actively in Consortium matters including the Consortium's annual meeting and committee/board assignments.
- I. Network – A computer network is a group of devices interconnected for the purpose of communication.
- J. Non-Voting Member – Any Consortium Member that participates in specific project Consortium Project Agreements but not in the Consortium's business or oversight activities.

THESE BYLAWS are adopted by resolution of the Community Connectivity Consortium Board this 14<sup>th</sup> day of May, 2015.

  
Secretary