



Interlocal Agreement
between

TACOMA SCHOOL DISTRICT NO. 10
(hereinafter referred to as TSD)
601 South 8th Street
P. O. Box 1357
Tacoma, WA 98401-1357

and

PUYALLUP SCHOOL DISTRICT NO. 3
(hereinafter referred to as PSD)
302 2nd Street S.E.
Puyallup WA 98372

THIS AGREEMENT is between the Tacoma School District No. 10, a political subdivision of the State of Washington, and the Puyallup School District No. 3, a political subdivision under the laws of the State of Washington.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

NOW, THEREFORE, the parties agree as follows:

This agreement supersedes the Interlocal Agreement between these same parties effective November 1, 2008, to September 30, 2018. The purpose of this revised agreement is as follows: Reflect a change in the fiber-optic network capacity, capabilities, and billing structure. PSD has implemented a fiber-optic network and is installing a connection between Waller Road Elementary School (PSD) and Boze Elementary School (TSD). PSD is funding the capital expenditure and TSD will be responsible for the operating costs of this new connection. The new connection provides greater bandwidth and annual savings of approximately 60 percent; the savings will benefit both districts.

The purpose of this agreement is as follows:

Establish a Disaster Recovery (DR) Center for TSD and PSD at each other's data center site. In the event of an emergency, the impacted data center site will have the ability to occupy and operate from the DR site during the disaster event. It is the responsibility of both parties to set up their own DR site, including acquiring, configuring, testing and operating all DR equipment. The hosted site will provide access to the DR site.

TSD has established, and will continue to operate, a hot-site Disaster Recovery Center at PSD Data Center where PSD will provide rack space and access for TSD personnel and equipment to maintain mission-critical information system applications.

PSD will establish and operate a hot-site Disaster Recovery Center at TSD Data Center where TSD will provide rack space and access for PSD personnel and equipment to maintain mission-critical information system applications.

Both districts agree to address items required to ensure professional management and security of data centers.

DUTIES OF TSD

In order to accomplish the purpose of this agreement, TSD has the following responsibilities:

- A. TSD will provide payment to PSD within 60 days of receipt of invoices for the ongoing fiber connection service charges.
- B. TSD will make available rack space and associated power and connectivity for PSD's hot-site equipment.
- C. TSD will provide security access to appropriate PSD technical staff to conduct maintenance, testing, and disaster recovery operation.
- D. TSD will make available administrative space for PSD to operate their hot site when the need arises.
- E. TSD will not charge PSD for the usage of TSD data center and associated utilities.
- F. In the event of termination, TSD is obligated to remove all installed TSD equipment from PSD's data center within 30 days of termination.
- G. In the event TSD closes the facility which houses its side of the fiber connection between the two districts, TSD will ensure that the connection remains intact, and will bear the associated costs, if any, for keeping the connection intact.

DUTIES OF PSD

In order to accomplish the purpose of this agreement, PSD has the following responsibilities:

- A. PSD will not charge TSD for the usage of PSD data center and associated utilities.
- B. PSD will make available administrative space for TSD to operate their hot site when the need arises.

- C. PSD will make available rack space and associated power and connectivity for TSD's hot-site equipment.
- D. PSD will provide security access to appropriate TSD technical staff to conduct maintenance, testing, and disaster recovery operation.
- E. PSD will arrange and pay for initial installation of fiber optic connectivity. PSD will pay the provider for ongoing fees associated with the connection. PSD will invoice TSD for the ongoing fiber connection service charges.
- F. In the event of termination, PSD is obligated to remove all installed PSD equipment from TSD's data center within 30 days of termination.
- G. In the event PSD closes the facility which houses its side of the fiber connection between the two districts, PSD will ensure that the connection remains intact, and will bear the associated costs, if any, for keeping the connection intact.

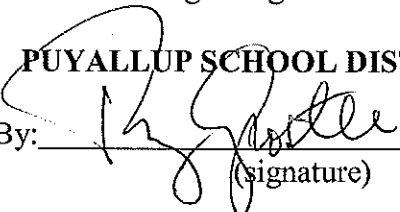
CONDITIONS OF COMMENCEMENT OF PERFORMANCE

The parties to this agreement shall not commence performance, or be entitled to compensation or reimbursement for any services rendered or materials provided, prior to the occurrence of each of the following conditions: (1) this agreement must be executed by an authorized representative of both parties, and (2) this agreement must be approved by the TSD and PSD Board of Directors.

The agreement covers the period January 1, 2011, through December 31, 2020, inclusive. If either party to this Interlocal Agreement chooses to establish an alternative disaster recovery solution, the other party retains the right to continue the use of this agreement for disaster recovery purposes under the terms of this agreement.

We the undersigned agree to the terms of the foregoing agreement.

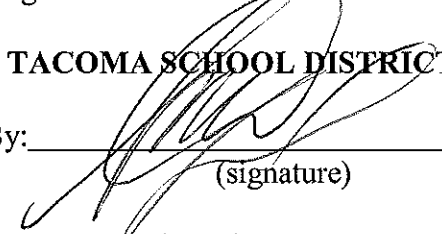
PUYALLUP SCHOOL DISTRICT NO. 3

By: 
 (signature)

Its: Superintendent

Tony Apostle, Ed.D.
 (print name)

TACOMA SCHOOL DISTRICT NO. 10

By: 
 (signature)

Its: Superintendent

Arthur O. Jarvis, Ed.D.
 (print name)

Signed this 14th day of December, 2010.

Signed this 9th day of December, 2010.