

AMENDMENT TO INTERLOCAL AGREEMENT

FOR

CONSORTIUM FOR NEGOTIATION OF CABLE TELEVISION FRANCHISING

This Amendment to the Interlocal Agreement for a Consortium for Negotiation of Cable Television Franchising (the "Agreement") is made and entered into by and between the undersigned Parties pursuant to the provisions of the Interlocal Cooperation Act of 1967, RCW Chapter 39.34.

WHEREAS, Snohomish County and some cities of South Snohomish and King County (collectively the "Parties") are in the process of negotiating competitive cable franchises with Comcast of California/Colorado/Texas/Washington, Inc. and its affiliates (all hereinafter collectively "Comcast"); and

WHEREAS, the Parties entered into the Agreement as of October 14, 2008 to establish a Cable Franchise Consortium (the "Consortium") to coordinate efforts to a) to ensure that the public receives the maximum rights and benefits from their respective franchise agreements; b) to better coordinate their negotiations with Comcast; (c) to share the costs of negotiations including hiring a national consultant and attorneys to assure the citizens of each jurisdiction that their franchise is competitive, both locally and nationally; and (d) to create a common template and negotiation strategy through the assistance of a national consultant and attorneys to maximize leverage during the negotiations; and

WHEREAS, the City of Sammamish has requested to join the Consortium in pursuit of its collective goals; and

WHEREAS, the Parties desire to include the City of Sammamish in the Consortium.

NOW, THEREFORE, in consideration of the mutual benefits derived:

The Agreement is amended to provide as follows:

1. Section 3 of the Agreement is hereby amended and replaced with the following:

Organization. The Consortium may consist of Snohomish County and the cities of Bothell, Carnation, Edmonds, Kenmore, Lake Forest Park, Mercer Island, Sammamish, Shoreline, Woodinville and the Town of Woodway, upon their authorization. The City of Woodinville shall serve as the contracting entity with the Consultant. In addition, other entities authorized to participate in interlocal agreements by statute may join during the term of this Agreement, pursuant to Section 3.3.

2. Section 3.1.1 of the Agreement is hereby amended and replaced with the following:

3.1.1 The population of all Parties is based on the April 2008 Washington State Office of Financial Management Annual Population Estimate and is described in Exhibit A, attached hereto and incorporated herein by this reference.

3. Section 3.3 of the Agreement is hereby amended and replaced with the following:

3.3 Additional cities may join the Consortium upon satisfaction of the following requirements:

3.3.1 Approval of entry of the city applying (“Applicant City”) by consensus of the current Parties to the Consortium;

3.3.2 Request to join the Consortium is received no later than August 1, 2009;

3.3.3 The Applicant City may join by paying a fee equal to the amount of its pro-rata share of the total cost incurred and billed through its date of entry. The pro-rata share of the Applicant City shall be determined in accordance with Section 3.1. Additionally, the Applicant City shall reimburse the consultant and OMW an amount not to exceed \$500 for the consultant and \$500 for OMW for costs expended in evaluating the Applicant City’s suitability in the Consortium; and

3.3.4 Following admittance into the Consortium, the Applicant City will pay its pro-rata share of costs incurred and billed after its date of entry consistent with all other Parties to this Agreement pursuant to Section 3.1.

4. Section 6 of the Agreement is hereby amended and replaced with the following:

Monetary Cap on Consulting Services. The cost of the joint Consulting services under this Agreement shall not exceed a total of \$165,000 (this amount does not include any monies paid to OMW or Snohomish County). This monetary cap on fees associated with Consulting services includes all Consulting fees and related expenses. This monetary cap on fees associated with Consulting services does not include additional Consulting services requested by an individual Party as described in Section 4.

5. Section 7 of the Agreement is hereby amended and replaced with the following:

Monetary Cap on OMW Services. OMW will facilitate, organize, report and communicate with the Consortium, Consultant, Comcast, and any other interested party on behalf of the Consortium. Additionally, OMW will provide the services of an assistant negotiator on behalf of the Consortium. The assistant negotiator will attend all meetings. Services to the Consortium will be provided by Elana Zana at a billing rate of \$180 per hour. The cost of OMW services attributed to the Consortium under this Agreement shall not exceed a total of \$33,000. This monetary cap on fees associated with OMW services includes all legal and administrative services and costs.

6. Exhibit A of the Agreement is hereby replaced with Exhibit A-1 attached to this Amendment.

7. This Amendment is a waiver of any conflicts of interest between the Parties and the City of Sammamish and constitutes informed consent to the representation of the City of Sammamish by Ogden Murphy Wallace required pursuant to the Rules of Professional Conduct, Rule 1.7.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

SNOHOMISH COUNTY:

_____ Date: _____
By: _____
Its _____

CITY OF BOTHELL:

_____ Date: _____
By: _____
Its _____

CITY OF CARNATION:

_____ Date: _____
By: _____
Its _____

CITY OF EDMONDS:

_____ Date: _____
By: _____
Its _____

CITY OF KENMORE:

_____ Date: _____
By: _____
Its _____

CITY OF LAKE FOREST PARK:

By: _____
Its _____

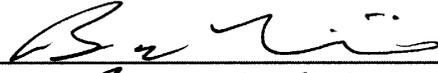
Date: _____

CITY OF MERCER ISLAND:

By: _____
Its _____

Date: _____

CITY OF SAMMAMISH:



By: Ben Yozici
Its City Manager

Date: 6/17/2009

CITY OF SHORELINE:

By: _____
Its _____

Date: _____

CITY OF WOODINVILLE:

By: _____
Its _____

Date: _____

TOWN OF WOODWAY:

By: _____
Its _____

Date: _____

EXHIBIT A-1

**APRIL 2008 POPULATION ESTIMATES &
BREAK DOWN OF THE ESTIMATED PRO RATA SHARE**

Population information from the Washington State Office of Financial Management and Puget Sound Regional Council (PSRC) census tract population estimates.

The data provided below is for informational purposes only.

County/City	Population (2008) OFM	Percentage of Total Consortium Population	Consultant Costs \$165,000	OMW Costs \$33,000	Snohomish County Lead Negotiator \$10,000	Total
Snohomish County	228,488	49.09%	\$ 81,002.70	\$ 16,200.54	\$ 4,909.25	\$ 102,112.50
City of Shoreline	53,440	11.48%	\$ 18,945.35	\$ 3,789.07	\$ 1,148.20	\$ 23,882.62
City of Edmonds	40,760	8.76%	\$ 14,450.08	\$ 2,890.02	\$ 875.76	\$ 18,215.86
City of Sammamish	40,550	8.71%	\$ 14,375.63	\$ 2,875.13	\$ 871.25	\$ 18,122.01
City of Bothell	32,860	7.06%	\$ 11,649.40	\$ 2,329.88	\$ 706.02	\$ 14,685.31
City of Mercer Island	22,650	4.87%	\$ 8,029.79	\$ 1,605.96	\$ 486.65	\$ 10,122.40
City of Kenmore	20,220	4.34%	\$ 7,168.32	\$ 1,433.66	\$ 434.44	\$ 9,036.42
City of Lake Forest Park	12,810	2.75%	\$ 4,541.35	\$ 908.27	\$ 275.23	\$ 5,724.86
City of Woodinville	10,560	2.27%	\$ 3,743.69	\$ 748.74	\$ 226.89	\$ 4,719.32
City of Carnation	1,905	0.41%	\$ 675.35	\$ 135.07	\$ 40.93	\$ 851.35
Town of Woodway	1,180	0.25%	\$ 418.33	\$ 83.67	\$ 25.35	\$ 527.35
Total	465,423	100.00%	\$ 165,000.00	\$ 33,000.00	\$ 10,000.00	\$ 208,000.00

Snohomish County population is based on the projected number of Comcast customers located in unincorporated Snohomish County.