

BOCC  
Clallam Co.

291.19.006 2d  
11/26

INTERLOCAL AGREEMENT  
FOR  
RURAL BROADBAND PLANNING GRANT  
AND  
RURAL BROADBAND FEASIBILITY STUDY

---

THIS INTERLOCAL AGREEMENT (hereinafter "this Agreement") is entered into by Clallam County, a political subdivision of the state of Washington organized under Title 36 Revised Code of Washington (RCW); the Port of Port Angeles, a special purpose district organized under Title 53 RCW; the City of Port Angeles, a municipal corporation organized under Title 35A RCW; the City of Sequim, a non-charter code city pursuant to 35A.13 RCW; and the City of Forks, a municipal corporation organized under Title 35A RCW. This Agreement shall be effective on the last date it is signed by the Parties.

RECITALS

WHEREAS, pursuant to RCW 39.34 and 43.330.100, Clallam County, ("County"), the Port of Port Angeles ("Port") and the cities of Port Angeles, Sequim, and Forks, collectively referred to as "Parties", seek to work cooperatively to identify barriers and seek opportunities to promote high-speed data transmission (broadband) in Clallam County; and

WHEREAS, the Port has received grant funds through the Washington State Community Economic Revitalization Board (hereinafter "CERB") under RCW 43.330.100 to help fund a Broadband Feasibility Study, and the Port is prepared to serve as the lead agency with respect to the CERB grant funds received; and

WHEREAS, the Parties agree to share the costs related to any Broadband Feasibility Study that are not eligible for CERB grant funds; and

WHEREAS, the Parties are committed to working cooperatively to prepare a Broadband Feasibility Study, which may facilitate the future development of broadband network and infrastructure improvement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**Section 1      Duration.**

The term of this Agreement shall be for two (2) years upon execution; unless the agreement is extended by mutual agreement.

**Section 2      Purpose.**

The purpose of this Agreement is to perform a "Broadband Feasibility Study," which will identify barriers to and opportunities for the development of broadband network improvements in non-served and under-served areas of Clallam County.

///  
///  
///



**Section 4 Administration.**

This Agreement shall be jointly administered by a Steering Committee comprised of the County Administrator for the County, the Executive Director for the Port, the City Manager for Port Angeles, the City Manager for Sequim, and the Mayor of Forks, each under the auspices of their respective commissions, councils, or boards, and carried out by such employees as each may designate. Steering Committee decisions will be made by consensus, where possible, and by majority vote if there is dissent.

Initially, the Parties have identified the representatives below as their appropriate designees:

Clallam County	Port of Port Angeles	City of Port Angeles
Rich Sill County Administrator 223 E. 4 <sup>th</sup> Street, Suite 4 Port Angeles, WA 98362 360.417.223 <a href="mailto:rsill@co.clallam.wa.us">rsill@co.clallam.wa.us</a>	Karen Goschen Executive Director 338 W. 1 <sup>st</sup> Street PO Box 1350 Port Angeles, WA 98362 360.417.3424 <a href="mailto:kareng@portofpa.com">kareng@portofpa.com</a>	Nathan West City Manager 321 E. 5 <sup>th</sup> Street Port Angeles, WA 98362 360.417.4500 <a href="mailto:Nwest@cityofpa.us">Nwest@cityofpa.us</a>

City of Sequim	City of Forks
Charlie Bush City Manager 152 W. Cedar Street Sequim, WA 98382 360.681.3440 <a href="mailto:cbush@sequimwa.gov">cbush@sequimwa.gov</a>	Tim Fletcher Mayor 500 E. Division Street Forks, WA 98331 360.374.5412 <a href="mailto:timf@forkswashington.org">timf@forkswashington.org</a>

If there is any change to the aforementioned contact information, then the Parties agree to provide notice of the same to one another within thirty (30) days of said change. All Parties agree to designate at least one representative, who will serve as the agencies principal point of contact.

**Section 5 Financing.**

- A. Estimated Cost of Project: The Parties estimate that the total cost for the project will be \$75,000 with the following breakdown:
  - a. \$50,000 is CERB grant funds for development of feasibility study.
  - b. \$16,667 is grant match for the development of feasibility study or 25% of total grant eligible portion of the project.
  - c. \$8,333 is supplemental funds for development of feasibility study.

- B. Each Party's Share of the Grant Match and Supplemental Funds (Non-Grant Funds). Each party will be responsible for a percentage of the Non-Grant Funds as detailed in the table below:

Table 1: Funding Breakdown

<b>Party</b>	<b>Percentage of Non-Grant Funds*</b>	<b>Total Share</b>
Forks	5%	\$1,250
Sequim	10%	\$2,500
Port Angeles	26%	\$6,500
Clallam County	29.5%	\$7,375
Port of Port Angeles	29.5%	\$7,375
<b>TOTAL</b>	<b>100%</b>	<b>\$25,000</b>

\*Percentage is based on 2018 populations within each local government's jurisdiction. County and Port split the population percentage of Unincorporated Clallam County.

- C. Payment of Consultant Invoices. The Port will be responsible for paying all consultant invoices and seeking grant reimbursement from CERB.
- D. Port as Fiscal Agent. After the Port pays each consultant invoice the Port will bill the other Parties for their share of that invoice.
- E. Increased Costs. Any amendment to the fees for the consultant contract will need to be approved by the Steering Committee and if required their governing elected officials, prior to execution by the Port.
- F. Final Accounting. The Port will provide a final accounting summary to each party within 30 days of termination of this Agreement.

**Section 6 Termination.**

This Agreement shall terminate two (2) years after its mutual execution unless extended by mutual agreement of the Parties. However, any party may terminate this Agreement for convenience upon 30 days' written notice; and, if so terminated said party will be responsible for its share of costs incurred up to the effective date of the termination. Any party funds that are not spent before the effective date of the termination will be returned to the said party, and the remaining Parties agree to contribute, in equal amounts, the refunded amount to ensure the project remains appropriately funded.

**Section 7 Property.**

No fixed assets or personal or real property are anticipated to be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement, except that the feasibility study, and all drafts, work product, data, information, analysis or similar produced in relation to the Feasibility Study shall be deemed the property of all the Parties to this agreement even if stored and retained by the Port or the Consultant.

**Section 8 CERB Grant.**

The Port will be responsible for full compliance with the terms and conditions of the CERB grant.

**Section 9 Cooperation.**

All Parties will work in a cooperative fashion, agreeing to communicate fully and regularly, to carry out the planned work required by this Agreement.

**Section 10 Third Party Contracts.**

Any third-party contract that is required to carry out the planned work contemplated under this Agreement shall be executed by the Port via formal competitive process (*e.g.* Request for Proposals)

**Section 11 Consideration of Future Relationship.**

As part of the Parties' activities hereunder, they will consider and discuss opportunities for future collaboration, including the formation of a limited liability company to engage in cooperative broadband communication activities including planning, construction, cooperative or joint project implementation, and other enterprises as may be allowed under Washington law.

**Section 12 Defense, Indemnity, and Hold Harmless.**

No party shall be liable for acts of any other party. To the extent permitted by law, each party agrees to defend, indemnify, save, and hold harmless the other Parties from any claim for personal injury or property damage to the extent of the first party's liability therefor.

**Section 13 Amendment.**

The provisions of this Agreement may be extended or amended with the mutual consent of the Parties. No extension of, addition to, or alteration of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of each party.

**Section 14 Entire Agreement.**

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements to the contrary shall be effective to modify this Agreement.

///  
///

**Section 15 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

**Section 16 Dispute Resolution.**

The Parties agree to attempt to resolve disputes informally without a mediator. In the event a dispute cannot be resolved informally, the Parties agree to engage a mediator to assist in resolving the dispute. The Parties shall split the cost of mediation. If the dispute is not resolved by mediation within thirty (30) days of the commencement of mediation, the Parties shall be free to pursue any remedies to which they are entitled.

**Section 17 Attorney's Fees and Costs.**

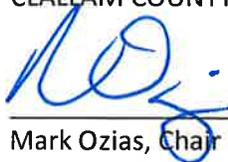
All Parties shall bear their own costs of enforcing the rights and responsibilities of this Agreement. Venue for any lawsuit related hereon shall be exclusively in the Clallam County Superior Court.

**Section 18 Relationship of Parties.**

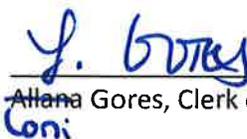
The Parties enter into this Agreement as independent second Parties, not as partners or joint ventures.

DATED this 26, day of November, 2019.

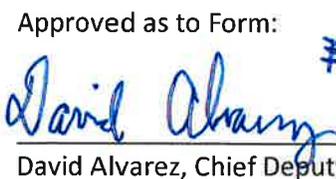
BOARD OF COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

  
\_\_\_\_\_  
Mark Ozias, Chair of the Board 11/26/19

Attest:

  
\_\_\_\_\_  
Allana Gores, Clerk of the Board 11/26/19  
*Coni*

Approved as to Form:

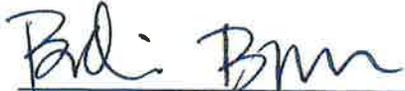
  
\_\_\_\_\_  
David Alvarez, Chief Deputy Prosecutor 11/12/19

DATED this 11, day of DECEMBER, 2019.

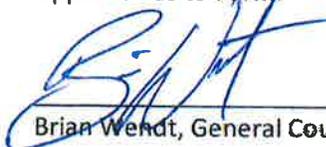
PORT OF PORT ANGELES

  
Karen Goschen, Executive Director

Attest:

  
Braedi Brown, Commission Clerk

Approved as to Form:

  
Brian Wendt, General Counsel

DATED this 3<sup>rd</sup>, day of December, 2019.

City of Port Angeles

  
Nathan West, City Manager

Attest:

  
Kari Martinez-Bailey, City Clerk

Approved as to Form:

  
William Bloor, City Attorney

DATED this 25, day of November, 2019.

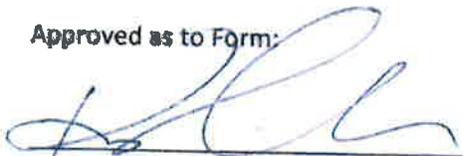
City of Sequim

  
Charlie Bush, City Manager

Attest:

  
Charisse Deschenes, Acting City Clerk

Approved as to Form:

  
Kristina Nelson Gross, City Attorney

DATED this 25<sup>th</sup>, day of November, 2019.

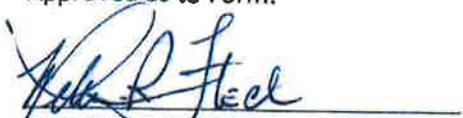
City of Forks

  
Tim Fletcher

Attest:

  
Audrey Grafstrom, City Clerk

Approved as to Form:

  
Rod Fleck, City Attorney