

ORIGINAL

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE PORT OF BENTON, WASHINGTON,
for
BROADBAND ACCESS IMPROVEMENTS

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 22nd day of NOV, 2010 between the City of Richland, Washington, a Washington Municipal Corporation and the Port of Benton Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that Broadband Infrastructure is in need of some improvements in Richland, Washington to accommodate additional economic development within the Tri-Cities Research Park, which is in the best interest of the Jurisdictions and the public, and;

WHEREAS, said project will help to attract students, visitors and companies to the area, and;

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

WHEREAS, the Port of Benton acts as the communities administrator for the State of Washington Innovation Partnership Zone designation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:


Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to enhance access to broadband within the Tri-Cities Research District in Richland, Washington by providing a fiber optic network path between the Benton PUD Noanet hub and the Franklin PUD Noanet hub (the Backbone), and at least two access points within the Tri-Cities Research District where third parties can access this network (the Nodes).

Section 2. Administration. This Agreement shall be administered by the Richland City Manager or her designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports to the elected officials of each Jurisdiction;

- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding. Each Jurisdiction hereby commits to provide funding as set forth below:

- (a) City of Richland, Washington: Agrees to provide funding as may be necessary to complete the Backbone at an amount not to exceed \$385,000.
- (b) Port of Benton agrees to provide \$220,000 solely from State IPZ Broadband Grant funds. 

Such funding shall be used for actual design and construction of the Nodes per the requirements of the Washington State Department of Commerce Construction Grant Contract No. X(Attachment A). The Port of Benton has contracted for cultural resource review and will pay for and oversee a monitoring contract with the Confederated Tribes of the Umatilla's for this project.

Section 4. Development And Design Requirements. Each Jurisdiction hereby commits to the provisions as set forth below:

- (a) The City will generate biddable construction drawings for the Nodes by March 31, 2011.
- (b) The City will construct the Nodes prior to May 31, 2011. Construction of the Nodes is solely contingent upon the availability of State IPZ Broadband Grant funds to pay for the Nodes.
- (c) The City will construct the Backbone contingent upon final approval from the Richland City Council.
- (d) The City agrees to satisfy and comply with the Port's requirements under its contract for this portion of funds from the Washington State Community Trade and Economic Development.

Section 5. Modification. This Agreement may be modified only by unanimous written consent of each Jurisdiction.

Section 6. Term Of Agreement And Termination.

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of completion of the Nodes.

Section 7. Inspection Of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any

Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

PORT OF BENTON



Scott D. Keller,
Executive Director

Date: 11-22 2010

STATE OF WASHINGTON)
)
COUNTY OF BENTON) **ss.**

I certify that I know or have satisfactory evidence that Scott D. Keller is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of Nov, 2010.



Signature of Notary

Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

My appointment expires 09-25-11

