

**INTERLOCAL AGREEMENT FOR  
CONSULTING SERVICES**

THIS INTERLOCAL AGREEMENT FOR CONSULTING SERVICES ("AGREEMENT") is made and entered into by PETRICHOR BROADBAND, LLC, a Washington interlocal limited liability company permitted under RCW 39.34.030, (hereinafter "PETRICHOR"), and the PORT OF GRANDVIEW, a Washington municipal corporation, (hereinafter "GRANDVIEW"), upon the following terms, to-wit:

**RECITALS**

WHEREAS, PETRICHOR contracts with public entities and private entities for the planning, development and operation of local and regional telecommunication facilities;

WHEREAS, GRANDVIEW intends to complete a broadband feasibility planning study to facilitate assessment and mapping of existing broadband capacity within the District to identify gaps in coverage, current access providers, and possible options/alternatives for new construction or expansion of networks; and

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to GRANDVIEW for a one-time fee as set forth below and the mutual benefits to be derived;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Work: PETRICHOR shall provide the following services and/or deliverables to meet the minimum requirements for the broadband feasibility study:

- a. Define the District's broadband needs and goals
- b. Inventory existing broadband infrastructure assets within the District
- c. Include gap analysis to define the additional broadband infrastructure necessary to meet the identified goals

- d. Include one or more potential network designs, cost estimates, operating models and business models
- e. Include an assessment of municipal and county procedures, policies, rules and ordinances
- f. Assess and describe the digital inclusion of the District including affordable internet, affordable equipment, digital literacy training, and public computer access
- g. Prepare a budget for the plan aligned to significant project plan milestones, costs and tasks including Pro Forma Financial Statements, potential sources for funding and any letters of commitment for funding and internet service providers
- h. Identify key documents/existing efforts in the District
- i. Identify potential community anchor institutions and businesses
- j. Develop a management plan
- k. Complete a readiness assessment for GRANDVIEW
- l. Evaluate how the project would benefit health and safety for the District
- m. Evaluate how this project would benefit education access
- n. Identify if the District is unserved or underserved
- o. Monthly reports on the progress of the scope of work, upon request

2. Scope of Work Not Included: PETRICHOR will not be responsible to conduct or complete the following:

- a. Create a Community Broadband Team.
- b. Hold at least one Community Broadband Meeting and associated documentation.
- c. Create a Vision Statement.

3. Fees: GRANDVIEW shall pay a one-time fee of Sixty Two Thousand Five hundred and XX/100 Dollars (\$62,500.00) for the services provided by PETRICHOR. This will be inclusive of all travel expenses incurred to perform the scope of work.

4. Term: The term of this Agreement shall begin April 1, 2022, and terminate upon completion of the services to be provided, but no later than the 31st day of December, 2022.

5. Ownership: PETRICHOR shall acquire no ownership or property interest in the project lines or facilities. GRANDVIEW shall own the report and all digital maps provided as part of the Scope of Work.

6. Purpose: The services and/or any deliverables are not intended as a substitute for financial, investment, legal, accounting or other professional advice.

7. Indemnification: GRANDVIEW agrees to indemnify and hold PETRICHOR harmless from any losses relating to the services or their use of any deliverables (including any losses asserted by GRANDVIEW, its agents or representatives, or third parties) and any losses sustained by PETRICHOR when participating in any legal, regulatory, or administrative proceeding relating to the services and/or the deliverables.

8. Independent Contractor: It is not intended by this Agreement to create an employer-employee relationship. PETRICHOR expressly agrees it is an independent contractor who provides like service to other clients. All salary, wages (including overtime), taxes, insurance, fringe benefits, and payroll obligations of PETRICHOR's personnel shall be the responsibility of PETRICHOR.

9. Nondiscrimination: The employees or agents of PETRICHOR who are engaged in the performance of this contract shall continue to be employees or agents of PETRICHOR and shall not be considered for any purpose to be employees or agents of GRANDVIEW. PETRICHOR agrees not to discriminate against any person, including any employee or

applicant for employment in the performance of this Agreement with respect to tenure, terms, conditions, or privileges of employment or any matter because of race, sex, color, religion, age, national origin, ancestry, sexual orientation or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach.

10. Attorney's Fees: If either party hereto finds it necessary to retain an attorney to enforce any of the provisions hereof, it is agreed that the prevailing party in such matter, whether or not litigated in court, shall be entitled to a reasonable attorney's fee from the other party, plus all litigation expenses.

11. Modification: No modification or change to this Agreement shall be effective of binding unless it is made in writing and no representation, promise or inducement or statement of intention has been made by either party which is not embodied herein.

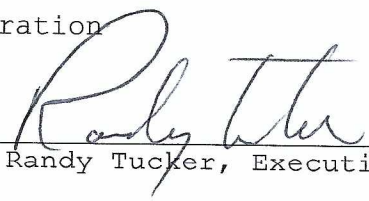
IN WITNESS WHEREOF, the parties enter into this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and the undersigned represent that he or she is authorized to sign this Agreement.

PETRICHOR, a Washington limited liability company

By  \_\_\_\_\_  
Joseph R. Poire, Manager

municipal

PORT OF GRANDVIEW, a Washington corporation

By  \_\_\_\_\_  
Randy Tucker, Executive Director