

**INTERLOCAL AGREEMENT
FOR
TELECOMMUNICATION SERVICES**

THIS INTERLOCAL AGREEMENT ("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 Adams County a Washington municipal corporation, (hereinafter "Adams County"), upon the following terms, to-wit:

WHEREAS, PETRICHOR is a Washington interlocal limited liability company consisting of the following Ports as members: Port of Bellingham, Port of Kalama, Port of Pasco, Port of Ridgefield, Port of Skagit County, and Port of Whitman County; and

WHEREAS, the Port of Whitman County is the named Manager for PETRICHOR; and

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

WHEREAS, Adams County plans to construct, own and operate fiber optic telecommunication infrastructure ("the Facilities"), within and without its district for its own use and to provide wholesale telecommunication services within Adams County; and

WHEREAS, Adams County has plans for a fiber optic telecommunication network to connect fiber to the premises in Ritzville, Lind, and areas south and west of Othello, which is the subject matter of this agreement (herein the "ADAMS COUNTY Network"); and

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to Adams County in exchange for fees as set forth below and the mutual benefits to be derived;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Management Services:

a. Petrichor shall provide the following services for the Project (collectively, the "Services"):

- (1) Design process overview and recommendations;
- (2) Assistance with permitting, pole contact agreements, and franchise acquisition;
- (3) Invitation to bid documents and process management;
- (4) Review and oversight of the design and construction of the Facilities ;
- (5) Mapping of the project as-built plans;
- (6) Guidance and advice regarding public outreach, as needed; and
- (7) An annual average of six on-site meetings or visits by PETRICHOR managers.

b. Project Expenses

All Project expenses shall be paid by Adams County. All reasonable travel expenses incurred by Petrichor related to its Project Services will be reimbursed by Adams County.

2. Fees:

a. Compensation. Adams County will make two (2) payments of seventy-five thousand and no/100 dollars (\$75,000.00) to Petrichor, upon invoice, for performance of the Services in accordance with the

schedule set forth below. Petrichor shall invoice Adams County in December 2023 and December 2024 and, upon receipt of Petrichor's invoices, Adams County shall make payment within thirty (30) days.

b. No Benefits. Adams County will not provide any employee benefits to Petrichor, Petrichor's employees or any independent contractor retained by Petrichor. Petrichor will be solely responsible for obtaining Petrichor's own benefits, including but not limited to insurance, medical reimbursement, and retirement plans, and shall maintain all workers' compensation insurance required under applicable law with respect to the activities of its employees hereunder.

3. Term:

a. Term of Agreement. The term of this Agreement shall be effective January 1, 2023, and terminate upon completion of the services to be provided, unless terminated earlier pursuant to the terms of this Agreement. Any prorated payments made under the terms of subsection (b) of Section 3 of this Agreement shall use a completion date of December 31, 2024 for the purpose of calculating the prorated per/month compensation due.

4. Termination for Non-Performance. This Agreement may be terminated by either party for non-performance by the other party upon sixty (60) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that sixty (60) day period. If this Agreement is terminated for non-performance, Adams County shall pay Petrichor a pro-rated amount of the annual compensation including the month in which this Agreement is

terminated.

5. Ownership. Petrichor shall acquire no ownership or property interest in the real property associated with the Project or the tangible property associated with the Project, including the Project lines or facilities.

6. Representations, Warranties, and Covenants. Petrichor represents, warrants, and covenants to Adams County as follows:

Petrichor has complied with all applicable laws, rules and regulations in entering into this Agreement and completing its Services, including its statutory obligations under RCW 39.34.

7. Petrichor's Indemnity of Adams County. Petrichor shall defend, indemnify and hold harmless Adams County, Adams County's Commissioners, employees, agents, authorized representatives, contractors and tenants (collectively, "**Adams County Parties**") from and against all liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, attorneys' fees, court costs and other expenses, whether incurred at the trial or appellate level, in an arbitration or administrative proceeding, in bankruptcy or otherwise) arising out of or in connection with (a) any Services performed by Petrichor, its employees, agents or representatives pursuant to this Agreement, (b) any injury or property damage to Adams County Parties due to Petrichor's negligence, willful misconduct, acts or omissions in Petrichor's performance of Services, (c) Petrichor's failure to comply with any applicable policies, regulations or laws of any governmental authority with regards to its employees, agents or

representatives, or (d) any breach of this Agreement by Petrichor. The foregoing notwithstanding, Petrichor shall not be required to indemnify Adams County against liability for damages caused by or resulting from Adams County's negligence; and provided further that if such damages are caused by or result from the concurrent negligence of Adams County or Adams County Parties and Petrichor or its agents, consultants or employees, Petrichor's indemnity shall be limited to the extent of the negligence by Petrichor or its agents, consultants or employees. The indemnification provisions of this Agreement shall survive the termination of this Agreement.

8. Title VI. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

IN WITNESS WHEREOF, the parties enter into this Agreement the
11th day of April, 2023, and the undersigned represents that he or
she is authorized to sign this Agreement.

PETRICHOR BROADBAND, LLC, a
Washington interlocal limited
liability company:

By Karen Ribble
Port of Whitman County, Manager

ADAMS COUNTY, a municipal
corporation of Washington

By Jay R. Weise
Jay R. Weise, Board Chairman
Adams County Commissioners