

WHEREAS, the PARTIES have entered into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

NOW, THEREFORE, the PARTIES hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to allow POPUD to coordinate with NOANET in the development of strategies and engineering plans that encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Pend Oreille County.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

2.1 **NOANET Responsibilities:** NOANET’s obligations under this Agreement are to: (1) designate a primary point of contact for the POPUD Broadband Team; (2) manage the broadband planning, grant development, and engineering of residential and commercial broadband network of current owned or future open access assets of POPUD, including but not limited to:

- a) Assist in the development of broadband infrastructure project areas in conjunction with federal and state funded projects and other areas as requested by POPUD.
- b) Develop network feasibility designs to include outside plant conceptual design, network electronics, construction and network bill of materials, estimated engineering and permitting cost estimates of defined project areas. This includes revamping and updating of existing engineering data and designs for project areas already defined.
- c) Develop and update cost estimates for new and existing defined projects, taking into consideration present equipment and labor costs, and projecting for inflation.
- d) Screen, write, oversee and administer any grant applications and submission activities and compliance requirements as needed by POPUD.

2.2 **POPUD Responsibilities:** POPUD’s obligations are to engage in a broadband development strategy to further advance broadband services in rural communities to include those areas determined unserved and underserved to meet the states broadband goals, and further described below;

- a) Lead strategic direction for broadband delivery, infrastructure and enhancing connectivity for the region, with the State Broadband Office, Federal units, other public networks, and private sector integrations.

- b) Facilitate community outreach to include but not limited to anchor institutions, vertical markets, town hall meetings, and other council and commissioner engagements as required.

SECTION NO. 3: DURATION

This Agreement shall take effect on the Effective Date and shall continue for a duration of one (1) year.

SECTION NO. 4: COMPENSATION

- 4.1 In consideration for the services as outlined in Section 2.1, POPUD will compensate NOANET according to the rate sheet included as Exhibit A attached herein. If costs are projected to exceed \$5,000 in a single month, NOANET will notify POPUD and get prior authorization. This Agreement has a Not To Exceed (NTE) amount of \$50,000. If the NTE amount is reached, or NOANET reasonably anticipates that the NTE amount will be reached before all work under this Agreement is completed, then the PARTIES must develop and execute an amendment to this Agreement increasing the allowable compensation before NOANET has any further obligation to perform services, and before POPUD has any obligation to compensate NOANET for costs in excess of the NTE amount. Estimates for hours of the defined activities are included in Exhibit B of this agreement.

SECTION NO. 5: LIABILITY

- 5.1 POPUD hereby agrees to indemnify and hold harmless NOANET its officers, and employees from any and all claims, actions, causes of action, judgments, or liens occasioned by or arising out of POPUD's sole or proportional negligence or more culpable act, or POPUD's failure to comply with applicable laws in POPUD's performance of this Agreement (except for any willful misconduct or negligence of NOANET and except for matters for which NOANET has agreed to indemnify POPUD hereunder) and to defend for and on behalf of NOANET, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.
- 5.2 NOANET hereby agrees to indemnify and hold harmless POPUD, its officers and employees from any and all claims, actions, causes of action, judgments or liens occasioned by or arising out of NOANET's sole or proportional negligence or more culpable act, or NOANET's failure to comply with applicable laws in NOANET's performance of this Agreement (except for any willful misconduct or negligence of NOANET and except for matters for which POPUD has agreed to indemnify NOANET hereunder), and to defend for and on behalf of POPUD, its officers and employees, at its own expense, any such claim or cause of action, and, in the event

of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

- 5.3 As POPUD's activities, operations, and assets change, POPUD agrees to acquire and maintain appropriate insurance, including but not limited to general commercial liability insurance in an amount as reasonably specified by NOANET to cover potential claims that may arise from or be related to POPUD's projects or activities; *provided*, POPUD shall not be required to maintain such policies in excess of \$1 million. POPUD agrees to name NOANET as an additional insured on such insurance policies.

SECTION NO. 6: NOTICES

All notices shall be in writing and served on the other PARTY either personally, via email, or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

NOANET: Chief Executive Director
NOANET
113 Cherry Street
PMB 99352
Seattle, WA 98104-2205

Via Email: cnelsen@noanet.net

POPUD: Public Utility District No. 1 of Pend Oreille County
Attn: General Manager
P.O. Box 190
130 N. Washington
Newport, WA 99156

Via Email: notices@popud.org
With Copy To: aowen@popud.org; sholderman@popud.org

SECTION NO. 7: ANTI-KICKBACK

No officer or employee of either PARTY hereto, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 8: TERMINATION

Except as otherwise contemplated by Section 3 above, this Agreement will terminate one year from the execution date. However, either PARTY may, solely within its own discretion, terminate this Agreement with 30 days' notice to the other PARTY.

SECTION NO. 9: MISCELLANEOUS


- A. **NON-WAIVER:** No waiver by either PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **FINAL AGREEMENT:** This Agreement contains the final understanding of the PARTIES with respect to the subject matter in this Agreement. No representation, promises, or agreements not expressed herein have been made to induce either PARTY to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the PARTIES, their successors and assigns. Neither PARTY may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other PARTY.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Pend Oreille County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 10: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 3 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity will be created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section No. 2 above.
- E. **AGREEMENT TO BE FILED:** POPUD shall file this Agreement with its County Clerk or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** To the extent applicable, each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 9 above.
- H. **PROPERTY UPON TERMINATION:** All intellectual property acquired by POPUD under this Agreement shall remain with POPUD, unless otherwise agreed to by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed as of the Effective Date first written above.

NOANET

By: 
Its: CEO

POPUD

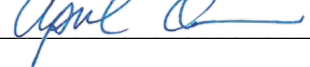
By: 
Its:

EXHIBIT A Rate Sheet

Rate Sheet- Members

Effective July 31, 2023

Engineering, Permitting and Project Management:

	Per Hour
Director	\$228.00
Sr. Manager / Sr. Engineer	\$204.00
Manager / Engineer	\$156.00
Field Technician / Designer	\$140.00
Project Manager / Consultant	\$148.00
Sr. Specialist	\$164.00
Sr. RoW Agent	\$164.00
Environmental Agent / Biologist	\$164.00
Administrative Support/ Coordinator	\$84.00
GIS Drafter Technician	\$100.00
GIS Drafter Analyst	\$76.00

Construction Management:

	Per Hour
Foreman	\$140.00
Resident	\$124.00
Inspector	\$100.00

Reimbursables:

Permit and Application Expenses	Cost plus 10%
Per Diem (daily)	\$175.00
Hotel (\$200 cap)	Cost plus 10%
Airline Flight	Cost plus 10%
Car Rental	Cost plus 10%
Material Fees	Cost plus 10%
Mileage	Included in Per Diem

Unit Fees:

Utility Pole Data Collection & Application 10 poles	1 to	\$205.00
Utility Pole Data Collection & Application 100 poles	11 to	\$175.00
Field, Engineer, Design, Prints up to 2500 ft		\$2,710.00
Field, Engineer, Design, Prints 2501 ft -5000 ft		\$1.10
Field, Engineer, Design, Prints 5001 ft-25000 ft		\$0.95
Easement and Consent Acquisition		\$2,500.00
City / County RoW Permits		\$725.00
WSDOT Permit / Crossing		\$1,800.00
Railroad Utility Crossing Permits		\$2,400.00

EXHIBIT B
Estimated Costs and Hours by Activity

Total estimated costs by Scope are defined below. The total estimated cost is \$45,388.

- A. Assist in the development of admissible broadband infrastructure project areas in conjunction with federal and state funded projects and other areas as requested by POPUD.
 - a. NOANET estimates 15 hours in reviewing data and projecting possible project areas for a total cost of \$2,748.

Project Manager	7 hours	\$148/hr	\$1,036
GIS Technician	8 hours	\$100/hr	\$800
Director	4 hours	\$228/hr	\$912

- B. Develop network feasibility designs to include outside plant conceptual design, network electronics, construction and network bill of materials, estimated engineering and permitting cost estimates of defined project areas. This includes revamping and updating of existing engineering data and designs for project areas already defined.
 - a. The hours needed for this scope will vary greatly based on the project areas found in scope A. We anticipate the bulk of the costs associated with this contract to fall within this scope but acknowledge that these estimates may change significantly as project areas are defined. These costs are based on 10,000 homes.
 - b. NOANET estimates 120 hours of staff time and software fees that total \$33,760.

Project Manager	10 hours	\$148/hr	\$1,480
GIS Technician	100 hours	\$100/hr	\$10,000
Director	10 hours	\$228/hr	\$2,280
Software Costs	10,000 homes		\$20,000

- C. Develop and update cost estimates for new and existing defined projects, taking into consideration present equipment and labor costs, and projecting for inflation.
 - a. NOANET estimates 50 hours of staff time for this scope with a total cost of \$7,400.

Engineering	20 hours	\$156/hr	\$3,120
Director	10 hours	\$228/hr	\$2,280
GIS Technician	20 hours	\$100/hr	\$2,000

- D. Screen, write, oversee and administer any grant applications and submission activities and compliance requirements as needed by POPUD.
 - a. Screening and discussing grant opportunities will be an integral ongoing conversation with the project manager for this effort.

Project Manager	10 hours	\$148/hr	\$1,480
-----------------	----------	----------	---------

- b. This cost of writing and administering grants will vary widely based on the applications that result from this planning estimate. Generally, state applications cost about \$5,000 and Federal applications cost about \$12,000. Specific hours and estimates for these services will be added as addendums as applicable. No costs for these services are included in this estimate.