

## INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and between Northwest Open Access Network ("NOANET"), a Washington corporation and public agency, and Lewis County ("COUNTY"), a political subdivision of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34, for NOANET to provide technical oversight for the implementation of a broadband access service for the local government network in the Winlock area and to enhance the availability of institutions, private businesses and residents (herein referred to as the "PROJECT").

WHEREAS, the Washington Interlocal Cooperation Act, RCW 39.34, permits public agencies to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the COUNTY is a party to that certain Amended Contingent Telecommunications Agreement originally dated November 29, 2021, with ToledoTel to install, supply, and maintain broadband access service ("PROJECT"); and

WHEREAS, NOANET and the COUNTY (collectively "PARTIES" and individually "PARTY")) are public agencies as defined in RCW 39.34.020(1) and they recognize the need to provide for the PROJECT to improve the communications of the PARTIES and to provide for improved access to broadband data transmission and enhance community economic development in Lewis County; and

WHEREAS, the COUNTY is responsible for various local governmental-related functions, including, among others, information technology, telecommunications, public services, utilities and public administration and cooperation with other agencies regarding the same; and

WHEREAS, the COUNTY wishes to obtain services from NOANET for COUNTY operations, including, without limitation, monitoring contractor/subcontractor progress and compliance with technical requirements of the PROJECT and related activities.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the PARTIES hereby agree as follows:

1. **Purpose and Scope.** The purpose and scope of this Agreement is to provide for NOANET's assistance with the PROJECT as described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference ("Scope of Work") as well as establish the related obligations of the PARTIES.
2. **Services.** NOANET shall provide the COUNTY with the services described in the Scope of Work (the "Services"). The COUNTY shall cooperate with and provide such information as may be necessary to aid NOANET's performance of the Services.
3. **Period of Performance.** Performance of the Services shall commence upon mutual execution of this Agreement by the PARTIES, and shall continue until March 31, 2025,

The County's representative under this Agreement shall be:

Becky Butler, Budget Administrator  
351 N.W. North St.  
Chehalis, WA 98532  
Telephone: 360-740-1198  
Email: [becky.butler@lewiscountywa.gov](mailto:becky.butler@lewiscountywa.gov)

NOANET's representative under this Agreement shall be:

Chris Walker, Senior Executive Director, Infrastructure Strategy  
422 W Riverside, Ave. Suite 408  
Spokane, WA 99201  
Telephone: 208-699-1031  
Email: [cwalker@noanet.net](mailto:cwalker@noanet.net)

10. Termination. Except as otherwise provided in this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
11. Confidentiality. If the receiving Party receives a request from a third party for materials provided by the other Party that are marked Confidential and which, in the receiving party's judgment, it is required or deems it is advisable upon advice of counsel to disclose under the Washington State Public Disclosure Act (RCW 42.17.250, et seq.), the Washington Open Public Meetings Act (RCW 42.30, et seq.), or any other applicable public disclosure requirement, the receiving Party shall promptly notify the disclosing Party in writing of such request, and if the receiving Party in good faith believes it is obligated to disclose the requested Confidential Information, the disclosing Party shall be given prompt opportunity to seek judicial protection of such Confidential Information.. If, in the absence of receiving notice of a protective order or waiver within ten (10) days of the date of sending the notice of the request, the receiving Party is compelled, in the opinion of the receiving Party's counsel, to disclose any Confidential Information after applying all relevant exemptions from disclosure allowed under law, the receiving Party may make such disclosure.
12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, state, and federal laws and ordinances. The Lewis County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
13. Assignment and No Third Party Rights. Neither Party may assign its rights or delegate its duties under this Agreement. This Agreement shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this Agreement.

Records Act, then, if those documents (or any of them) are in the other PARTY's possession, the other PARTY shall provide copies of those documents to the requesting PARTY within five business days; or, within five business days, the other PARTY shall notify the requesting PARTY of when, acting with all reasonable haste, the other PARTY will be able to provide the requesting PARTY with copies of those documents. The other PARTY then shall actually provide copies of those documents to the requesting PARTY by such date.

c. In the event that the other PARTY fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the requesting PARTY for violation of the Public Records Act, the other PARTY shall indemnify the requesting PARTY for that penalty, as well as for all costs and attorney fees incurred by the requesting PARTY in the litigation giving rise to such penalty.

d. The obligations created by this section shall survive the termination of this Agreement.

23. This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect. Similarly, should this Agreement not be determined to be a valid interlocal agreement pursuant to RCW 39.34, it shall remain in full force and effect as an agreement between the parties with sufficient consideration.

24. Should any legal proceeding be commenced between or by the Parties concerning or related to this Agreement or the rights and duties of either in relation to this Agreement, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such Party's reasonable attorneys' fees, expenses, and costs actually incurred and paid.

25. Time is of the essence. Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

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

**LEWIS COUNTY**



Ryan Barrett, County Manager

**NOANET**



Craig Nelsen, Chief Executive Officer

**APPROVED AS TO FORM**

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Deputy Prosecuting Attorney