

## INTERLOCAL COOPERATIVE AGREEMENT

*Between*

City of Richland and Battelle Memorial Institute, acting on behalf of Pacific Northwest National Laboratory

*For*

Access and Use of City Fiber Optic Cable Conduit

This **INTERLOCAL COOPERATIVE AGREEMENT** (the "Agreement") is made and entered into as of Sept. 12, 2013 by the City of Richland, Washington, a municipal corporation and city of the first class in the State of Washington (the "City"), and Battelle Memorial Institute ("Battelle"), operator of Pacific Northwest National Laboratory ("PNNL"), a U.S. Department of Energy ("DOE") government research laboratory, both collectively referred to in this Agreement hereafter as the "Parties."

### I. RECITALS

**WHEREAS**, on April 17, 2012, the Richland City Council adopted Resolution 32-12, authorizing the construction of a City-owned fiber optic backbone; and

**WHEREAS**, City Council further directed staff to identify opportunities to share costs towards the construction of the fiber optic backbone; and

**WHEREAS**, the City is the owner of certain fiber optic conduit; and

**WHEREAS**, Battelle is proposing to use City-owned conduit to install and maintain its own fiber and associated equipment, hereinafter identified as the "Project"; and

**WHEREAS**, the City and Battelle wish to evidence their respective agreements of a mutually beneficial exchange of assets to meet the goals of both Parties;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually agree as follows:

### II. AGREEMENT

**Section 1 – Purpose.** The purpose of this Agreement is to formalize a commitment by the Parties to fund the construction of the Project and to share in the use of the Project during the term of this Agreement.

**Section 2 – Project.**

- a. City of Richland will install conduit and inner duct at the intersection of Stevens Drive and University Drive in Richland, Washington. The conduit and inner duct shall run from the northeast corner power pole to the southeast corner power pole along Stevens Drive crossing University Drive. See Exhibit A.



**Section 9 – No Separate Legal Entity.** No new, separate administrative or legal entity is established in association with this Agreement or to conduct the cooperative undertaking described herein.

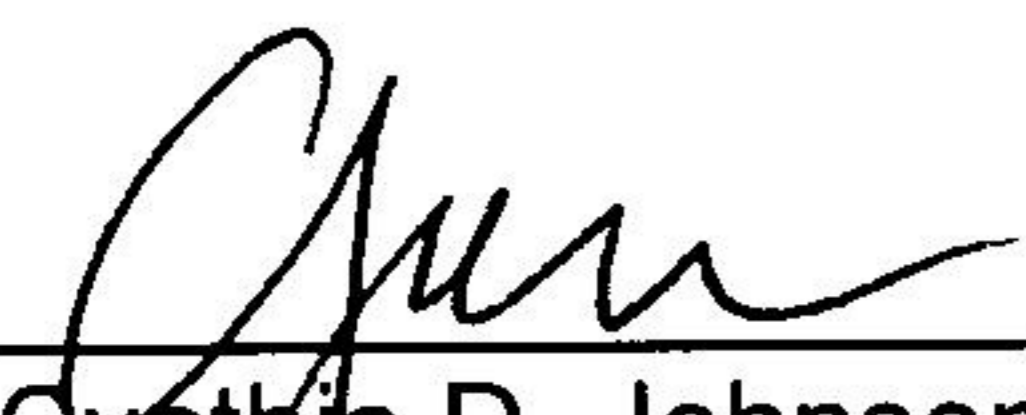
**Section 10 – Severability.** In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**Section 11 – Governing Law/Forum Selection.** Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement.

**Section 12 – Complete Agreement.** This Agreement represents and contains the entire understanding between the parties in connection with the Project described under Section 2 herein. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any such prior agreements are specifically terminated.

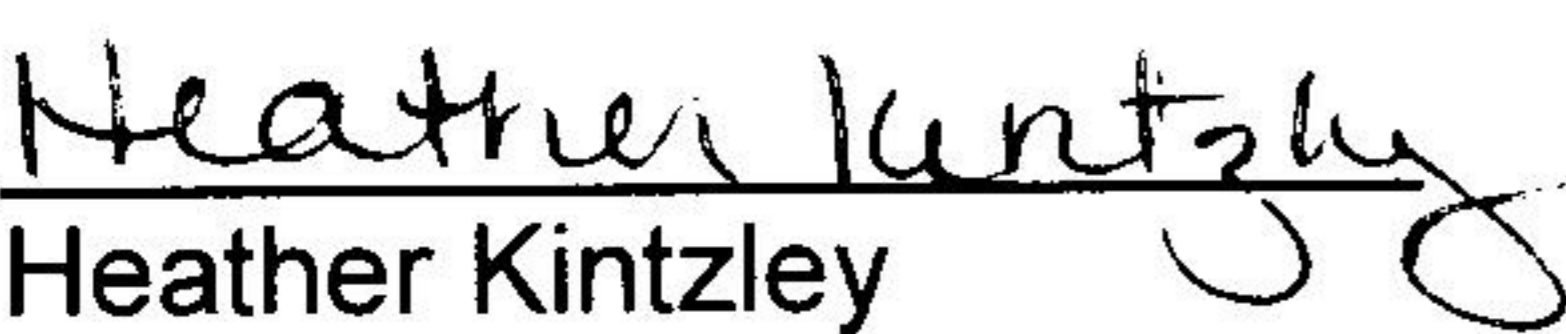
**In Witness Whereof,** the Parties have signed this Agreement as of the day and year written below.

City of Richland


  
\_\_\_\_\_  
Cynthia D. Johnson  
City Manager

date: 9-12-13

Approved as to Form:

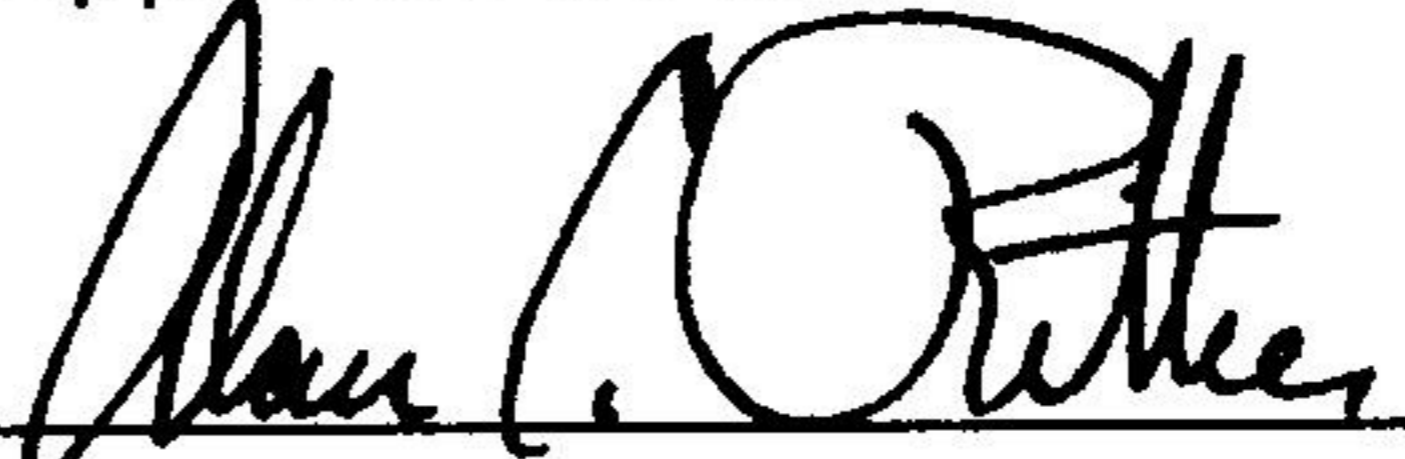
  
\_\_\_\_\_  
Heather Kintzley  
City Attorney

Battelle Memorial Institute

  
\_\_\_\_\_  
Mike Kluse  
Sr. Vice President

date: 9/5/2013

Approved as to Form:

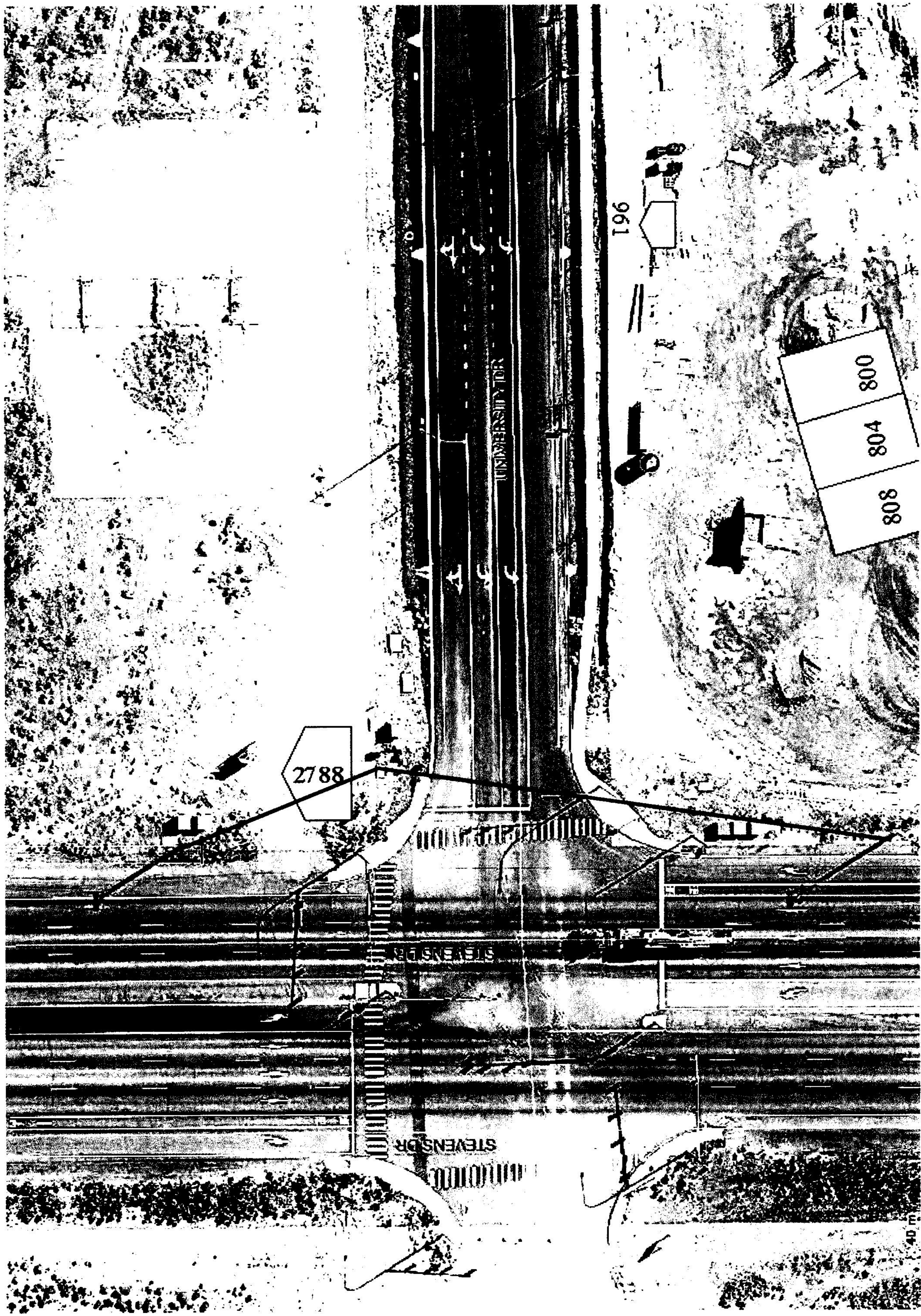
  
\_\_\_\_\_  
Alan C. Oetters  
Attorney





PNNL/City of Richland Interlocal Agreement

Attachment A



MAP NOT TO SCALE