

CONTRACT NO. 120-12

INTERLOCAL COOPERATIVE AGREEMENT

Between

City of Richland and Benton Public Utility District

For

Construction of a Fiber Optic Cable

This **INTERLOCAL COOPERATIVE AGREEMENT** (the "Agreement") is made and entered into as of September 5, 2012 by the City of Richland, Washington, a municipal corporation and city of the first class in the State of Washington (the "City"), and the Public Utility District #1 of Benton PUD, Washington, a public body corporate of the State of Washington (the "PUD") and collectively referred to in this Agreement hereafter as the "Parties".

RECITALS

WHEREAS, per Resolution 32-12, the Richland City Council authorized the construction of a City owned fiber optic backbone;

WHEREAS, the PUD is seeking to complete a fiber optic cable pathway between 90 George Washington Way and 350 Hills Street in Richland Washington. The pathway is complete with the exception of a fiber optic cable pathway from 90 George Washington Way to 840 Northgate Drive;

WHEREAS, the City has available telecommunications conduit between 90 George Washington Way and 840 Northgate Drive;

WHEREAS, the City is seeking a fiber optic cable pathway from 90 George Washington Way to 804 Thayer Drive;

WHEREAS, the PUD is constructing a fiber optic cable pathway from 90 George Washington Way to 804 Thayer Drive as a portion of a project being completed for the Broadband Technology Opportunity Program funded by the United States Department of Commerce;

WHEREAS, the City and the PUD 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 contained herein, the Parties agree as follows:

Section 1 – Project. The Parties agree to the following;

A) The PUD shall install three inner ducts in the City conduit from 90 George Washington Way to 840 Northgate Drive, to which the PUD will have the right to use one of those three inner ducts. The inner ducts and conduit will be property of the City.

B) The City shall provide 96 count fiber optic cable, which will be installed by PUD from 90 George Washington Way to 804 Thayer Drive. The fiber optic cable will be owned by the City.

This exchange of value will be hereinafter referred to as the 'Project'.

Section 2 – Purpose. The purpose of this Agreement is to formalize a commitment by the Parties to provide an exchange of consideration and value associated with the Project and document the responsibilities of each party to this agreement.

Section 3 – Administration. This Agreement will be administered by the PUD. The PUD will manage the construction of the Project and provide regular progress reports to the City.

Section 4 – Funding and Contributions. Each Party hereby commits to funding its agreed upon share of the Project. Construction costs will be determined by each party for their portion of the project. The Parties agree that the exchange of value is roughly equivalent.

Section 5 – Modification. This Agreement may only be amended or modified only by written consent of each Party signed hereto.

Section 7 – Term of Agreement and Termination. The effective date of this Agreement shall be September 5, 2012. This Agreement expires twenty years after date at which the fiber optic cable and inner duct is installed and available for use, which shall be no later than March 31, 2013.

Section 8 – Filing. This Agreement shall be effective upon filing with the Benton County Auditor after it is fully executed.

Section 9 – Records. The records and documents associated with all matters covered by this Agreement shall be owned by the PUD and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement.


Section 10 – No Separate Legal Entity. No new, separate administrative or legal entity is to be established in association with this Agreement or to conduct the cooperative undertaking described herein.

Section 11 – 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 effect 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.

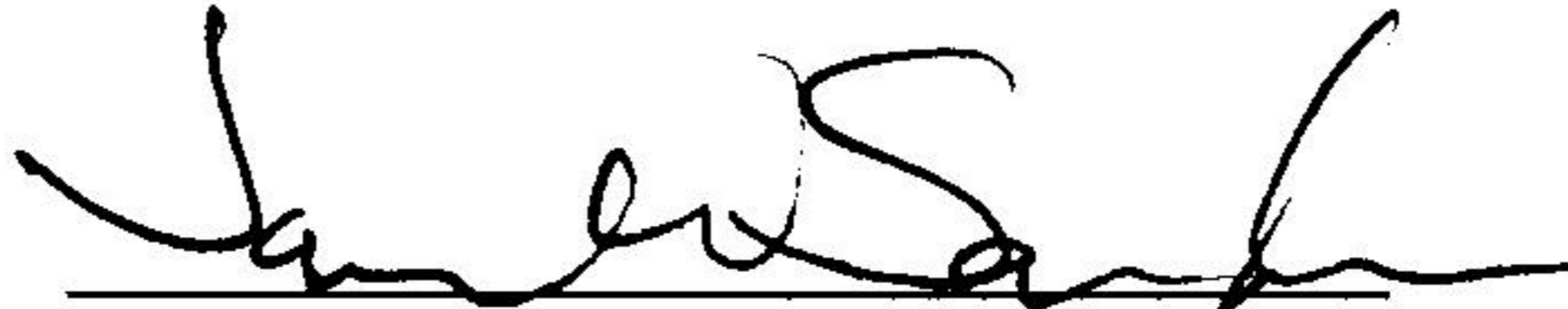
In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

City of Richland

**Public Utility District No. 1 of Benton
County**



Cynthia D. Johnson
City Manager




Jim W. Sanders
Manager

date: 9/26/12

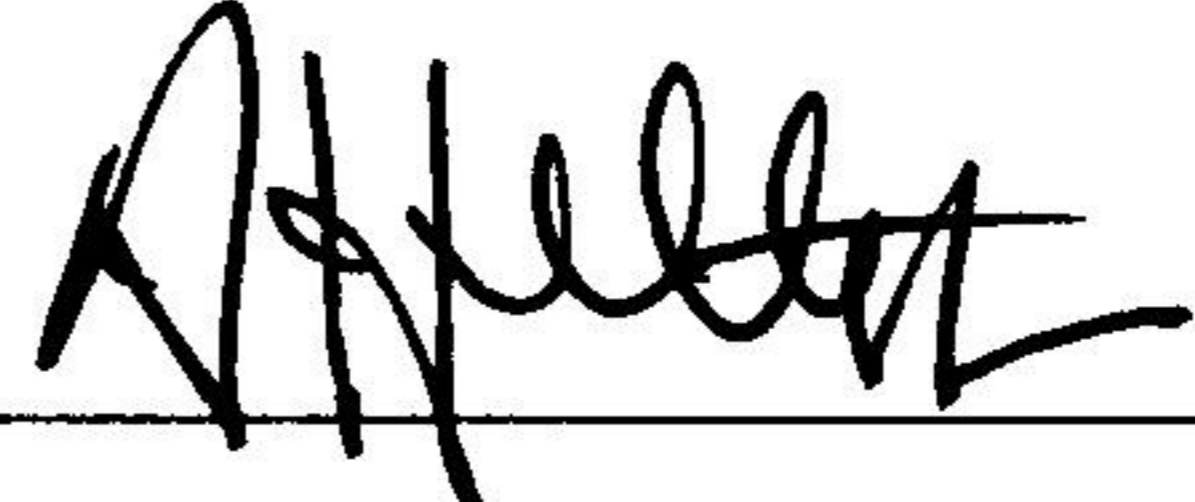
date: August 28, 2012

Approved as to Form:

Approved as to Form:



Thomas O. Lampson
City Attorney



Dan Hultgren
Attorney

