

COOPERATIVE PORT BROADBAND INTERLOCAL AGREEMENT

AGREEMENT BETWEEN PORT OF ANACORTES, PORT OF BELLINGHAM, PORT OF ILWACO, PORT OF RIDGEFIELD, PORT OF SKAGIT, PORT OF WHITMAN COUNTY, PORT OF CHEHALIS, AND PORT OF WOODLAND TO COLLABORATE REGARDING BROADBAND PURSUITS IN THE STATE OF WASHINGTON.

WHEREAS, rural port districts in the State of Washington have existing broadband authority pursuant to RCW 53.08.370; and

WHEREAS, the above-named ports which are parties to this agreement (the "Ports") are desirous of supporting a state-wide collaboration and cooperation regarding port broadband efforts; and

WHEREAS, the Port of Bellingham, Port of Skagit and Port of Whitman County have established broadband systems in their respective communities; and

WHEREAS the Ports are public agencies as defined under RCW Chapter 39.34, and thus have authority to enter into agreements with each other for joint or cooperative action,

NOW, THEREFORE, the Ports, for and in consideration of the mutual covenants herein contained, hereby agree as follows:

I. FEDERAL.

A. Collaboration

The Ports agree to collaborate to advocate for federal policies and appropriations that provide avenues for ports to compete for federal funding for the purpose of creating broadband high-speed internet networks using fiber optical cable, or other wireless or wired internet transmission methods.

B. Lobbying.

The Port of Ridgefield has retained a consultant to lobby federal government officials to make federal funding available for broadband networks, and hereby agrees to lead the Ports' lobbying effort. The Port of Ridgefield shall contribute funds and receive funds from the other Ports and expend the same for federal lobbying fees and costs, and expenses incurred. Any lobbying to state officials shall be limited as required by RCW 42.17A.635 or any successor statutes.

C. Contributions:

The Ports agree to contribute the following amounts toward this effort in 2018, unless otherwise noted below:

1.	Port of Anacortes	\$10,000
2.	Port of Bellingham	\$10,000
3.	Port of Ridgefield	\$40,000 (per year up to 3 years) 2017-19
4.	Port of Skagit	\$10,000
5.	Port of Whitman County	\$10,000
6.	Port of Woodland	\$10,000
7.	Port of Chehalis	\$5,000 (per year up to 3 years)
8.	Port of Ilwaco	\$2,500

D. Additional Contributions.

Additional contributions to be made in future years are discretionary for each Port. Each Port shall determine the amount of any annual contributions to be made and report the pledged contribution to the Port of Ridgefield, within the first two months of any Agreement year. Any Port that doesn't report after the first two months of any agreement year, it is the understanding from the other Ports that the Port is contributing zero for that given year.

II. PARTNERSHIP

A. Broadband Plans

The following Ports agree to work within their individual Comprehensive Scheme of Harbor Improvement Plans to identify, strategize and execute broadband plans for their respective areas, independently and/or regionally depending on the Port's project scope, area and additional partnerships required for execution. Ports will strive to implement broadband plans as financing becomes available.

1. Port of Bellingham
2. Port of Anacortes
3. Port of Skagit
4. Port of Ridgefield
5. Port of Whitman County
6. Port of Woodland
7. Port of Chehalis
8. Port of Ilwaco

B. System Design

The Ports shall develop broadband systems that are consistent, streamlined, efficient and open access systems. The Ports will strive to communicate with each other and share their system plans with each other openly and will make all attempts to notify each other before they make applications for federal funding or permits to governmental agencies. Any given Port may independently apply for any local and or state funding without the consent or notification of the Ports.

III. INTERLOCAL AGREEMENT PROVISIONS

Pursuant to RCW 36.34.030 the Ports agree to the following:

A. Duration

This agreement shall expire not later than December 31, 2023, unless extended by agreement of all participating Ports.

B. Purpose

The purpose of this agreement is to enable the construction of infrastructure for port broadband networks across the state of Washington.

C. Financing

Financing the costs of lobbying shall be by Ports' contributions. Each Port shall finance its own regional broadband plan.

D. Termination

Any Port party to this agreement may terminate its participation under this Agreement at any time, by providing a sixty-day advance written notice of its termination to the Port of Ridgefield. However, such termination shall not relieve the terminating Port from making the annual contributions which it pledged by notice to the Port of Ridgefield.

E. Administration.

1. The Port of Ridgefield shall lead the lobbying efforts of the Ports. The Port of Ridgefield shall receive all contributions from the other Ports, and maintain an accounting of contributions made and lobbying expenditures and expenses incurred. The accounting shall be provided quarterly to the Ports.
2. The Port of Ridgefield shall provide the Ports with quarterly reports of conference calls and meetings that occur regarding lobbying efforts.

3. The Port of Ridgefield shall provide the Ports copies of the lobbying consultant invoices and all reports and documentation from said consultant pertaining to the lobbying effort.

Made and agreed on the dates set forth below.

<p>PORT OF ANACORTES</p> <p>By: <u></u> Dan Worra, Executive Director Date: <u>7-23-18</u></p>	<p>PORT OF RIDGEFIELD</p> <p>By: <u></u> Brent Grening, Chief Executive Officer Date: <u>8-24-18</u></p>
<p>PORT OF BELLINGHAM</p> <p>By: <u></u> Rob Fix, Executive Director Date: <u>9/4/18</u></p>	<p>PORT OF WHITMAN COUNTY</p> <p>By: <u></u> Joseph R. Poire, Executive Director Date: <u>7-31-2018</u></p>
<p>PORT OF ILWACO</p> <p>By: <u></u> Guy Glenn, Jr., Port Manager Date: <u>8/28/18</u></p>	<p>PORT OF WOODLAND</p> <p>By: <u></u> Jennifer Keene, Executive Director Date: <u>7/30/2018</u></p>
<p>PORT OF SKAGIT</p> <p>By: <u></u> Patricia H. Botsford-Martin, Executive Director Date: <u>9/12/18</u></p>	<p>PORT OF CHEHALIS</p> <p>By: <u></u> Randy Mueller, Chief Executive Officer Date: <u>8/2/18</u></p>