

INTERLOCAL AGREEMENT
COS Business Engine Software Use

This Interlocal Agreement ("Agreement") is made and entered into as of [Date], by and between The Tri County Economic Development District ("TEDD"), located at 986 South Main Ste A, Colville, WA 99114, and Public Utility District No. 1 of Pend Oreille County, WA ("POPUD"), located at 130 N. Washington Ave, Newport, WA 99156, for the use of the COS Business Engine software.

Whereas, TEDD and POPUD recognize the importance of broadband infrastructure expansion in Pend Oreille County for economic development and community well-being; and

Whereas, TEDD possesses the COS Business Engine software license for Ferry, Stevens, and Pend Oreille Counties through NoaNet, which facilitates community surveys and data analysis; and

Whereas, POPUD desires to utilize the COS Business Engine software to conduct community surveys to understand community interest in broadband infrastructure expansion;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purpose:

The purpose of this Agreement is to allow POPUD to utilize the COS Business Engine software licensed by TEDD through NoaNet to conduct community surveys in Pend Oreille County to gauge community interest in broadband infrastructure expansion.

2. Use of COS Business Engine:

TEDD agrees to grant POPUD access to the COS Business Engine software for conducting community surveys related to broadband infrastructure expansion in Pend Oreille County.

3. Survey Design and Implementation:

POPUD shall work with NoaNet independently to design and implement the community surveys using the COS Business Engine software. TEDD may provide assistance in survey design, data collection, and analysis as needed.

4. Costs:

a. One-time Cost:

POPUD agrees to pay TEDD a one-time cost of \$2500 for the portal launch while being used exclusively for surveys and public-facing updates.

b. Recurring Monthly Cost:

POPUD agrees to pay TEDD a recurring monthly cost of \$250 for survey hosting while the portal is active for Pend Oreille PUD's use.

5. Data Ownership and Confidentiality:

All data collected through the community surveys shall be owned by POPUD. TEDD agrees not to use or share the data collected through the surveys for any purpose other than as aggregated data.

6. Term of Agreement:

This Agreement shall commence on the date of signing and shall remain in effect until December 31, 2025, unless earlier terminated by either party pursuant to Section 7.

7. Termination:

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

8. Amendments:

Any amendments to this Agreement shall be made in writing and signed by both parties.

9. Additional Costs for Sign-Up Mode:

a. One-time Fee:

If POPUD moves the survey into sign-up mode, an addendum to this Agreement would be needed. The one-time fee for sign-up go live would be \$2500.

b. Monthly Recurring Costs Increase:

Monthly recurring costs will increase to \$500 per month plus \$1.50 per active location.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11. No Separate Entity Created:

For purposes of RCW 39.34.030, the parties agree that (a) no separate legal or administrative entity is created by this Agreement; (b) each party shall appoint one or more representatives to communicate with the representative(s) of the other party and coordinate performance of the activities under this Agreement; and (c) the parties shall not jointly acquire, hold, or dispose of real or personal property under this Agreement.

12. Manner of Financing:

For purposes of RCW 39.34.030(3)(d), the parties agree that the services provided by TEDD under this Agreement, and paid for by POPUD, shall be financed by POPUD through its annual budget process, and shall be subject to the availability and appropriation of funds by POPUD's Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DocuSigned by:

Jeff Koffel
1C1C71ECAC28497...

6/19/2024

Jeffrey G. Koffel, Executive Director
Tri County Economic Development District (TEDD)

DocuSigned by:

John Janney
D8C40F2A3A024BD...

6/19/2024

John Janney, General Manager
Public Utility District No. 1 of Pend Oreille County, WA (POPUD)