



Memorandum of Understanding

Between Town of Twisp, Town of Winthrop, Okanogan County and
Partners for Rural Washington

for

Broadband Planning for the Methow Valley, Okanogan County

August 2018

This Memorandum of Understanding (the “MOU”) effective the 3rd day of August 2018 states the terms and conditions that govern the voluntary working arrangement between and among the Town of Twisp, the Town of Winthrop, Okanogan County and Partners for Rural Washington having their principal places of business at the following:

- Town of Twisp - 118 S Glover St, Twisp, WA 98856 (“Client”)
- Town of Winthrop - 206 Riverside Ave, Winthrop, WA 98862 (“Client”)
- Okanogan County - 123 5th Ave N # 150, Okanogan, WA 98840 (“Client”)
- Partners for Rural Washington, 1000 2nd Avenue, Seattle WA (“Consultant”)

WHEREAS, the Consultant offers consulting services in the field of rural broadband planning and development technical assistance,

WHEREAS, the Clients desire to be the beneficiaries of the services of the Consultant to render consulting services with regard to an assessment of need and plan for expanding high speed rural broadband services in the Methow Valley region of Okanogan County according to the terms and conditions herein.

NOW, THEREFORE, the Consultant and Clients (individually, each a “Party” and collectively, the “Parties”) intend as follows:

1. Term

This MOU shall begin on August 3rd, 2018 and continue until December 31st, 2018.

- 1 Any Party may terminate this MOU for any reason with 5 days written notice to the other Parties.

2. Scope of Consulting Services

The Consultant commits to lending its expertise to the Clients for the Scope of Consulting Services (the Consulting Services) as follows:

- Help set convenings of community stakeholders from the local community, regional, governmental (local, county, state, tribal) non-governmental agency and private business sectors to gather direct input on the perceived level of current broadband services in the Methow Valley region and as applicable, the surrounding regions of Okanogan County.
- Document community based feedback on the perceived level of current broadband services and as applicable, the need for increased capacity. This includes ensuring outreach to low income and communities of color to ensure their involvement in this process.
- Work in particular with public and private broadband service and infrastructure providers in the region to identify the levels of existing broadband services and location of current “backbone” and service delivery infrastructure. This will include identifying current and future plans to increase capacity and current technologies being employed to provide broadband services.

- Provide a general written assessment to identify general areas where lack of broadband services are the greatest in the Methow Valley region.
- Provide a written assessment of how broadband needs, as identified by public, private and business sources, can be met and what technologies and delivery systems could be used to accomplish this.
- Provide a general development cost budget of methods and technologies that could potentially help meet the need for broadband services as identified in the aforementioned written assessment for the Methow Valley.
- Provide a written detail of financing resources potentially available to help meet the need for improving the level broadband services in the Methow Valley and if applicable, the surrounding regions.

3. Client Commitment

The Clients commit to these activities:

- Being available to attend planning and work review sessions related to the scope of work.
- Garnering support under this MOU from their respective governing bodies.
- Ensuring that efforts are made to demonstrate public support for this broadband planning project.
- Providing in kind support such as providing meeting venues and minimal staff support for this work.

4. Compensation

No compensation is due from the Clients to Consultant in connection with scope of work identified in this MOU. Any future work done by the Consultant outside the scope of work in the MOU may require compensation and, if so, will be covered by a written contract or agreement that complies with Washington and local contracting laws and regulations.

5. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Consultant will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Clients agree not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Clients. The Clients shall each be provided with 5 copies of any written assessments, reports, budgets, and related work product for their own use.

6. Confidentiality

Unless authorized in writing by the Parties to do so, the Consultant shall not disclose to any third party any details regarding the Clients' business, including, without limitation any information regarding any of the Clients' customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Clients, or (iii) use Confidential

Information other than solely for the benefit of the Clients.

7. No Representations

The Consultant makes no representations concerning the services provided to the Clients.

8. Binding Effect

This MOU is effective only when signed by all Parties. No modification of this MOU shall be valid unless in writing and signed by all Parties.

9. Applicable Law

This Consulting MOU and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Washington and subject to the exclusive jurisdiction of the federal and state courts located in Okanogan County, Washington State.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting MOU, all Parties by their duly authorized officers, as of the day and year set forth below.

Town of Twisp

_____	_____	Mayor
Soo	Ing-Moody	

Town of Winthrop

_____	_____	Mayor
Sally	Ranzau	

Okanogan County

_____	_____	Commissioner
Andy	Hover	

Partners for Rural Washington

Kim

Herman

Board Chairman _____