

## **INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND TOWN OF DARRINGTON FOR RURAL BROADBAND OUTREACH**

This interlocal agreement between Snohomish County and Town of Darrington for conducting outreach and communications activities to support rural broadband expansion ("Outreach") being constructed in the vicinity of SR 530 and Verlot ("Broadband") (this "Agreement"), is made and entered into this 12 day of November, 2025, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and TOWN OF DARRINGTON, a Washington municipal corporation (the "Town"), and collectively referred to as the "Party" or "Parties".

### **RECITALS**

- A.** Whereas on July 1, 2021, the Washington State Department of Commerce awarded a grant to Snohomish County for Broadband Expansion along SR 530; and
- B.** Whereas on July 18, 2023, the County Council approved the Broadband Spending Plan via Motion 23-309 in which ARPA grant funding was allocated to broadband access; and
- C.** Whereas County Council has approved agreements for broadband expansion along SR530 and in Verlot; and
- D.** Whereas the County and the Town want to ensure that individuals and business owners know about the opportunity to obtain connections prior to the completion of construction.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Town agree as follows:

#### **1. Purpose of Agreement.**

1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is to set forth the mutual obligations, responsibilities, and rights of the County and Town as they relate to the Town's provision of Outreach services as described in Attachment B, by this reference incorporated herein

1.2 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

**County's Initial Administrator:**

**Town's Initial Administrator:**

Marko Lias, Communications  
Director

Mayor Dan Rankin

Snohomish County Office of  
Recovery and Resilience

Town of Darrington

3000 Rockefeller Ave. MS 407

1005 Cascade St.

Everett, WA 98201

Darrington, WA 98241

(425) 407-3069 phone

(360) 436-1131 Phone

[marko.lias@snoco.org](mailto:marko.lias@snoco.org)

[dan.rankin@darringtonwa.us](mailto:dan.rankin@darringtonwa.us)

**2. Effective Date and Duration.**

2.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2.2 Duration. This Agreement shall remain in effect until September 30, 2026, unless earlier terminated pursuant to the provisions of **Sections 11** or **12** below; PROVIDED, that the County's obligations after December 31<sup>st</sup> of the year in which this Agreement becomes effective, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

**3. County Responsibilities**

3.1 Funding: The County has agreed to provide up to **\$100,000** on a reimbursement basis for eligible expenses as set forth in Attachment B.

3.2 Project Input: The County, through the Office of Recovery and Resilience, will provide input to the Town on Outreach activities and strategies; and

3.3 Participate in Promoting and Launching Outreach activities: County will provide input into the attribution to be given the County on and/or near Outreach activities as well as participating in the initial introduction of Outreach activities to the public.

**4. Town Responsibilities.**

4.1 Project Management: The Town shall:

4.1.1 Provide necessary staffing for the Outreach activities as outlined in Attachment B.

4.1.2 Organize and publicize Outreach events to inform individuals and business owners about Broadband expansion along SR 530 and in Verlot.

4.2 Town's Resource Commitment. The Town certifies to the County that the Town

will have sufficient resources to complete the Outreach by the deadline identified in **Section 4.3** below.

4.3 Outreach Deadline. On or before September 30, 2026, the Town shall complete all Outreach activities.

## **5. Payment.**

5.1 Payment. The County will remit to the Town an amount that shall not exceed one hundred thousand dollars (\$100,000.00) ("Contract Maximum"). Payment shall be on a reimbursement basis based on invoices from the Town with supporting documentation of the charges. Photocopies of invoices, and electronic copies of invoices shall be acceptable documentation.

5.2 No Overpayments. In the event an overpayment is made, the Town shall remit to the County an amount of equal to the amount of the overpayment. In no case shall the Town retain funds that it does not utilize for Outreach activities.

5.3 Accounting. The Town shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.4 Recordkeeping. The Town shall maintain adequate records to document the expenditure of the funds on the activities listed in **Attachment B** of this Agreement. At the completion of the project the Town will provide a report to the County accounting for the expenditure of the Funds. The records shall be maintained by the Town in accordance with its record retention policies. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the Town relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The Town shall return funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit by the State or the County determines that the funds have been expended for purposes not permitted by applicable law, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the Town for repayment, and the Town shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the Town may be exercised as often as necessary to recoup from the Town all funds required to be returned to the County.

The Town is solely responsible for seeking repayment from any subcontractor.

## **6. Independent Contractor.**

The Town will perform all work associated with Outreach activities in Attachment B as an independent contractor and not as an agent, employee, or servant of the County. The Town shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the Town and not the County. The County shall only have the right to

ensure performance.

**7. Indemnification/Hold Harmless.**

The Town shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any Party arising out of the activities under this Agreement and all construction and use of Outreach activities. The Town shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or Party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with this Agreement and the execution of Outreach activities contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims made against the County in connection with this Agreement by an employee or former employee of Town, and Town, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

**8. Liability Related to Town Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, policy, rule or regulation is at issue, the Town shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**9. Insurance.**

The Town shall, upon request of and acceptance by the County, provide the County a letter certifying the Town's self-insurance program.

**10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.

**11. Default and Remedies.**

11.1 Default. If either the County or the Town fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which

time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing Party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a Party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to **Section 11.1** above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

Termination for Convenience: In the event the Town or the County decides that it wants to terminate this Agreement for any reason, the Town or the County may do so by providing written notice. The Town will refund to the County all Funds previously provided by the County for the project within thirty (30) days of issuing the notice terminating the agreement.

## **13. Dispute Resolution.**

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a Party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorney’s fee and court costs.

## **14. Notices.**

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator’s designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in **Section 3** of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

## **15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish

County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

15.12 No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the Town and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Public Records. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public

records then in the custody of the Town are needed for the County to respond to a request under the Act, as determined by the County, the Town agrees to make them promptly available to the County. If the Town considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Town shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Town and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Town(a) of the request and (b) of the date that such information will be released to the requester unless the Town obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Town fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Town to claim any exemption from disclosure under the Act. The County shall not be liable to the Town for releasing records not clearly identified by the Town as confidential or proprietary. The County shall not be liable to the Town for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

15.14 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*(Signature Page to follow)*

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

**COUNTY:**

**TOWN:**

**Snohomish County, a political  
subdivision of the State of Washington**

**Town of Darrington, a Washington  
municipal corporation**

**Klein, Ken**

Digitally signed by Klein,  
Ken  
Date: 2025.10.23 21:23:30  
-07'00'

Name: Dave Somers      Ken Klein  
Title: Executive      Executive Director

Name: Dan Rankin  
Title: Mayor

**Approved as to insurance  
and indemnification provisions:**

**Attest/Authenticate**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Name:  
Title:

**Approved as to Form:**

**Approved as to Form:**

**Wendling, Rebecca**

Digitally signed by Wendling,  
Rebecca  
Date: 2025.10.08 11:04:02 -07'00'

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Town Attorney

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

**COUNTY:**

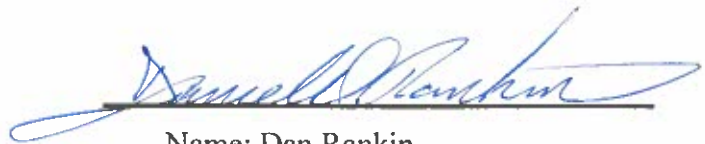
**TOWN:**

**Snohomish County, a political  
subdivision of the State of Washington**

**Town of Darrington, a Washington  
municipal corporation**

\_\_\_\_\_  
Name: Dave Somers

Title: Executive

  
\_\_\_\_\_

Name: Dan Rankin

Title: Mayor

**Approved as to insurance  
and indemnification provisions:**

**Attest/Authenticate**

\_\_\_\_\_  
Risk Management

  
\_\_\_\_\_

Name: Dianne Davis

Title: Clerk / TREASURER

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Town Attorney

**Attachment A**  
**Proof of Insurance**

## Attachment A



# Certificate of Coverage

<b>Certificate holder:</b> <b>Snohomish County Office of Recovery and Resilience</b> <b>3000 Rockefeller Ave MS 4017</b> <b>Darrington, WA 98241</b>	<b>Policy number:</b> None <b>Term of certificate:</b> 1/1/2025 – 1/1/2026 <b>Annual re-issue:</b> Yes
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**RE: Rural Broadband Outreach**

Please be advised that the **Town of Darrington** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

*AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.*

**Cancellation:** Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

A handwritten signature in black ink that reads 'Carol Wilmes'.

Carol Wilmes  
Director of Member Pooling Programs

cc: **Town of Darrington**

**Proof of**

**Insurance**

**Attachment B**  
**Project Description**  
**OUTREACH**

Town of Darrington will develop, produce, organize, and publicize materials, events, and activities to inform individuals and business owners along SR 530 and in Verlot about new broadband service and inform individuals and business owners about the opportunity to obtain connections prior to the completion of construction.

The Town may only receive reimbursement according to the following:

1. The Town will be reimbursed by the County for eligible expenses incurred in executing Outreach activities in an amount not to exceed the Contract Maximum of **\$100,000.00**.
2. Eligible expenses for which the Town may request reimbursement:
  - a. Staff time for any eligible Outreach task or activity, including work by contracted or temporary staff
  - b. Design, production, and advertising costs;
  - c. Event costs, including equipment, materials, supplies, and food;
  - d. Technology equipment and software to conduct Outreach
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the Town seeks reimbursement.
4. All eligible expenses must be completed by September 30, 2026.

<b>ITEM</b>	<b>BUDGET</b>
1. Outreach Activities and events for SR 530 Corridor	\$75,000
2. Outreach Activities and Events for Verlot	\$25,000
<b>Total</b>	<b>\$100,000</b>

## Darrington Scope Statement

The Town of Darrington has entered an interlocal agreement with Snohomish County to conduct outreach to support broadband expansion along SR 530 and in Verlot. Examples of possible outreach and engagement projects/tasks are provided below. The Town intends to award one contract to a consultant to assist with developing, implementing and reporting on outreach and engagement projects/tasks. The contract will expire by 9/30/2026 or at the maximum dollar amount.

The scope of these activities include:

- Using the list of broadband-eligible property owners provided by Snohomish County, identify individuals and business owners that are eligible for broadband services;
- Building relationships with individuals, businesses, public agencies and community organizations along SR 530 and in Verlot that are eligible for broadband service;
- Informing eligible property owners of the opportunity to connect with broadband expansion as it takes place;
- Explaining the potential benefits of broadband expansion to eligible property owners and gathering feedback on what benefits are most helpful as individuals and businesses make decisions;
- Executing or participating in a minimum of two public events that engage community members in considering connecting to broadband;
- Developing and producing written and electronic materials to inform and explain the opportunity to connect with broadband expansion and potential benefits for eligible property owners;
- Utilizing multiple channels of communication, including mail, email, bulletin boards, social media, advertising, and in-person visits, to communicate with eligible property owners;
- Producing monthly written reports for the Town of Darrington to use for obtaining reimbursement for outreach and engagement activities from Snohomish County;
- Maintaining complete records of all outreach and engagement activities and providing these records upon request or at the conclusion of the contract;
- Coordinating outreach and engagement activities with staff from the Town of Darrington and Snohomish County.