



# City of Spokane

## Minor Contract Summary

Clerk File #  
OPR 2022-0706

Destruct Date  
01/01/2029

Cross Ref

Alt File #

**Department Name \***  
COMMUNITY AND ECONOMIC  
DEVELOPMENT

**Department Project #**

**CR #**  
24008

**Starting Date**  
08/01/2022

**Submitter**  
SBISHOP

**Primary Contact**  
STEVE MACDONALD

**Primary Contact Email**  
SMACDONALD@SPOKANE  
CITY.ORG

### Contractor/Consultant

**Name\Contractor\Firm \***  
PETRICHOR BROADBAND, LLC

**Contact Name**  
KARA RIEBOLD

**Contact Email**  
KARA@PORTWHITMAN.COM

**Address**  
302 N MILL ST

**Remittance Address**

**City, State, Zip**  
COLFAX, WA 99111

**Remittance City, State, Zip**

**Summary of Services****Description \***

Contract for consultant to assist City of Spokane with defining the goals of the City for broadband adoption and infrastructure. The consultant will:

1. Facilitate meetings with city leadership and staff to define the City's goals for broadband services and pricing for purposes of economic development.
2. Perform an infrastructure gap analysis to define the additional broadband infrastructure necessary to meet the cities goals for broadband services at the Public Development Authority districts in the City. The City is required to provide mapping assistance, and shape files of existing infrastructure inside the City limits.
3. Develop an "open access" business model for use of existing public owned broadband infrastructure where competition brings services and pricing to the market.
4. Develop a sustainable management plan for the project areas if infrastructure is built or services are performed.
5. Engage in high level planning meetings to create partnerships with local and regional communities, counties, schools, libraries, and other stakeholders.

**Special Instructions for Clerks Office**

City Signature: Steve MacDonald – smacdonald@spokanecity.org

Consultant Signature: Kara Riebold – Kara@PortWhitman.com

Legal confirmed no business license is needed, since the consultant is a Municipal LLC.

**Contract Cost**

Amount	Budget Code *	Notes
\$50,000.00	0750-36230-58700-54201-99999	
<b>Total Amount *</b>	<b>Effective Date *</b>	<b>Expiration Date *</b>
\$50,000.00	08/01/2022	12/31/2022
<b>Contract Type *</b>		
NEW CONTRACT		

If new vendor, W-9 and ACH form has been submitted to Accounting \*

YES

Quotes (per Purchasing Policy to be kept on file in Dept.) \*

YES

Insurance Certificate (attach to the contract) \*

YES

City Business Registration (attach verification that a current business license number exists) \*

NO

If Public Works Contract, Contractor has been notified of State Law requirements. \*

NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) \*

NO

Is this a Lease? \*

NO

**Electronic Approvals**

**Accountant for Review \***

KORLOB

**Additional Review (Optional)**

<b>Accountant</b>	<b>Date</b>
ORLOB, KIMBERLY	09/27/2022
<b>Department Head</b>	<b>Date</b>
MACDONALD, STEVEN	09/27/2022
<b>Division Head</b>	<b>Date</b>
MACDONALD, STEVEN	09/27/2022
<b>Grants (If applicable)</b>	<b>Date</b>

**Distribution List**

<b>Contractor Email</b> Kara@PortWhitman.com	<b>Contract Accounting Email</b> ddaniels@spokanecity.org
<b>Dept Contact Email</b> sbishop@spokanecity.org	<b>Taxes and Licenses Email</b> tax&licenses@spokanecity.org
<b>Additional Email</b> smacdonald@spokanecity.org	<b>Additional Email</b> jlargent@spokanecity.org
<b>Additional Email</b> brian@desimonecg.com	<b>Additional Email</b> epoulsen@spokanecity.org
<b>Additional Email</b> korlob@spokanecity.org	<b>Additional Email</b> CED NHHS Accounting



**CITY OF SPOKANE**  
**CONSULTANT AGREEMENT**  
**Title: PLANNING, DEVELOPMENT AND  
OPERATION OF LOCAL AND REGIONAL  
TELECOMMUNICATION FACILITIES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PETRICHOR BROADBAND, LLC**, whose address is 302 North Mill Street, Colfax, Washington 99111-9100 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the Consultant’s capabilities include provisioning broadband services to governmental and related community entities, in accordance with RCW 39.34.030; and

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on August 1, 2022, and shall run through December 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

**2. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant’s Agreement, which is attached as Attachment B; and Consultant’s Services, which is attached as Attachment C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

**3. COMPENSATION / PAYMENT.**

Total compensation for Consultant’s services under this Agreement shall be a maximum amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment to Community and Economic Development, 808 W. Spokane Falls Boulevard, Third Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the

invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 4. REIMBURSABLES.

The reimbursables under this Agreement are to be included and considered part of the maximum amount not to exceed (above) and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled

will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

**5. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**6. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

**7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## 8. INDEMNIFICATION.

To the maximum extent permitted by law, the Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to defend or indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this defense indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Agreement.

The Consultant waives its immunity under Industrial Insurance, title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

## 9. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Consultant's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s)

to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The Certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**10. AUDIT.**

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**11. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98

**12. INDEPENDENT CONSULTANT.**

The Consultant is an Independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

**13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

**14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

**15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.



Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**16. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

**17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**PETRICHOR BROADBAND, LLC**

By Kara Riebold 9/29/2022  
Signature Date

Kara Riebold  
Type or Print Name

Executive Director  
Title

Attest:

Jimi H. Hefner  
City Clerk

**CITY OF SPOKANE**

By Steven MacDonald 9/29/2022  
Signature Date

Steven MacDonald  
Type or Print Name

Director, Community and Economic Development  
Title

Approved as to form:

Tim Szambelan  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Attachment A – Certification Regarding Debarment
- Attachment B – Consultant’s Agreement
- Attachment C - Consultant’s Services
- Attachment D – RCW 39.34.030 – Joint Powers Agreement

M22-214a




**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
  
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
Kara Riebold <hr/> Name of Certifying Official (Type or Print)	 <hr/> Signature
Executive Director <hr/> Title of Certifying Official (Type or Print)	9/29/2022 <hr/> Date (Type or Print)

**ATTACHMENT B**

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("AGREEMENT") is made and entered into by PETRICHOR BROADBAND, LLC, a Washington interlocal limited liability company permitted under RCW 39.34.030, (hereinafter "PETRICHOR"), and the City of Spokane a Washington municipal corporation, (hereinafter the "City"), upon the following terms, to-wit:

### RECITALS

WHEREAS, PETRICHOR contracts with public entities and private entities for the planning, development, and operation of local and regional telecommunication facilities;

WHEREAS, the City intends to complete a broadband needs assessment and mapping of existing broadband capacity serving the Public Development Authority Districts of Spokane to identify gaps in coverage, current access providers, and possible options/alternatives for new construction or expansion of networks to facilitate economic development, digital equity and inclusion initiatives; and

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to the City for a monthly fee as set forth below, NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Work: PETRICHOR shall provide the following services and/or deliverables focusing on alignment of the City's goals, this will include facilitating up to 5 (five) meetings per month with virtual meetings and on-call support as needed.

1.

Work with City leadership and staff to define the goals of the City for broadband adoption, and infrastructure.

## Adoption

### Step 1

Use existing data sets such as the American Community Survey (2020 Census), Digital Divide Index and crowd sourced data resources consisting of OOKLA, Microsoft, Washington Broadband Office speed tests to build a "Heat Map" to prioritize areas of the City to improve digital equity and inclusion as these initiatives are developed in Washington State. Spokane is required to provide feedback on the analysis to provide Petrichor direction to refine deliverables.

### Step 2

Work with City leadership and staff to assess data from step 1 to describe the digital equity and inclusion of defined project areas including accessibility to affordable internet, affordable equipment, digital literacy training, and public computers.

Work with a City identified entity applying for the Washington State Broadband office "Digital Navigator" grant notice of financial offering.

Facilitate meetings with retail broadband providers to develop operating and business models with digital equity as a priority in their markets.

## 2. Infrastructure

Facilitate meetings with city leadership and staff to define the City's goals for broadband services and pricing for purposes of economic development.

Perform an infrastructure gap analysis to define the additional broadband infrastructure necessary to meet the cities goals for broadband services at the Public Development Authority districts in the City. The City is required to provide mapping assistance, and shape files of existing infrastructure inside the City limits.

Develop an "open access" business model for use of existing public owned broadband infrastructure where competition brings services and pricing to the market.

Develop a sustainable management plan for the project areas if infrastructure is built or services are performed.

Engage in high level planning meetings to create partnerships with local and regional communities, counties, schools, libraries, and other stakeholders.

3. Fees: \$50,000.00 Fifty Thousand and xx/100 Dollars shall pay upon invoice. Invoices will be sent monthly fee (August-December) in the amount of \$10,000 fee of Ten Thousand and XX/100 Dollars (\$10,000.00) for the services provided by PETRICHOR items 1 and 2. If authorized in writing in advance, the City shall also reimburse PETRICHOR for all travel expenses incurred by PETRICHOR related to the services provided.

4. Term: The term of this Agreement shall begin August 1, 2022 and terminate on 31st day of December 2022.

5. Ownership: PETRICHOR shall acquire no ownership or property interest in the project lines or facilities. The City shall own the report and all digital maps provided as part of the Scope of Work.

6. Purpose: The services and/or any deliverables are not intended as a substitute for financial, investment, legal, accounting, or other professional advice.

7. Indemnification: The City agrees to indemnify and hold PETRICHOR harmless from any losses relating to the services or their use of any deliverables (including any losses asserted by the City, its agents or representatives, or third parties) and any losses sustained by PETRICHOR when participating in any legal, regulatory, or administrative proceeding relating to the services and/or the deliverables.

8. Independent Contractor: It is not intended by this Agreement to create an employer-employee relationship. PETRICHOR expressly agrees it is an independent contractor who provides like service to other clients. All salary, wages (including overtime), taxes, insurance, fringe benefits, and payroll obligations of PETRICHOR's personnel shall be the responsibility of PETRICHOR.

9. Nondiscrimination: The employees or agents of PETRICHOR who are engaged in the performance of this contract shall continue to be employees or agents of PETRICHOR and shall not be considered for any purpose to be employees or agents of the City. PETRICHOR agrees not to discriminate against any person, including any employee or applicant for employment in the performance of this Agreement with respect to tenure, terms, conditions, or privileges of employment or any matter because of race, sex, color, religion, age, national origin, ancestry, sexual orientation or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach.

10. Attorney's Fees: If either party hereto finds it necessary to retain an attorney to enforce any of the provisions hereof, it is agreed that the prevailing party in such matter, whether or not litigated in court, shall be entitled to a reasonable attorney's fee from the other party, plus all litigation expenses.

11. Modification: No modification or change to this Agreement shall be effective of binding unless it is made in writing and no representation, promise or inducement or statement of intention has been made by either party which is not embodied herein.

IN WITNESS WHEREOF, the parties enter into this Agreement the \_\_\_\_ day of \_\_\_\_\_ 2022, and the undersigned represent that he or she is authorized to sign this Agreement.

PETRICHOR, a Washington limited liability company



By \_\_\_\_\_  
Kara Riebold , Manager

CITY OF SPOKANE, a Washington  
Municipal corporation

By \_\_\_\_\_

**ATTACHMENT C**

# Petrichor Broadband

Services Consulting Services We provide planning, project management, feasibility studies and design work for public entities. Network Management We manage the provision of publicly owned dark fiber infrastructure and facilitate private sector use. Legislative Advocacy We advocate for publicly owned...

3 minutes · [petrichorbroadband.com](http://petrichorbroadband.com)

## Services

### Consulting Services

*We provide planning, project management, feasibility studies and design work for public entities.*

### Network Management

*We manage the provision of publicly owned dark fiber infrastructure and facilitate private sector use.*

### Legislative Advocacy

*We advocate for publicly owned, open-access dark fiber infrastructure for the private sector to sell services.*

## About Us

Petrichor Broadband is a publicly owned corporation formed by six public port

districts with over 20 years' experience creating open-access networks. Petrichor works with other ports, tribes, counties, cities, public utility districts, industrial development zones and the Washington State Broadband Office to expand broadband access to underserved communities across Washington State. Petrichor's founding members include the Port of Kalama, Port of Ridgefield, Port of Skagit County, Port of Bellingham, Port of Pasco and Port of Whitman County.

The interactive map below shows our breadth of clients across the Evergreen State. Click on a territory to view the services provided by Petrichor, from assistance with broadband grant applications to the Washington State Public Works Board (PWB) and Community Economic Revitalization Board (CERB) to Network Design and Construction.

What inspired our name? "Petrichor" means the earthy, sweet smell that frequently accompanies the first rain after a long period of warm, dry weather. It is a familiar aroma for those of us who make our home in the Pacific Northwest.

## Our History



*Governor Jay Inslee signs House Bill 2664 extending existing telecommunications authority to all ports in the State of Washington on March 22, 2018.*

Since the passage of Substitute Senate Bill 6675 in 2000, rural Washington ports have been working to bridge the digital divide in their communities. In 2018, the Washington Legislature unanimously extended that authority to all 75 port authorities in the State of Washington. Forming a municipal LLC to consolidate the ports' efforts and expertise was a natural next step. In 2020, six

ports representing every corner of Washington formed Petrichor Broadband to work together on statewide business opportunities and broadband policy.

## Our Vision



*Our ultimate vision is for every Washingtonian to have the information technology capacity needed for full participation in our society, democracy and economy.*

Washington is home to a robust network of publicly-owned, open-access dark fiber infrastructure. Retail providers lease this infrastructure at a price point that allows all citizens to reap the benefits of competitive pricing and services. Whether you live in the Puget Sound or the Okanogan Highlands, you can access the digital technologies that touch almost every aspect of modern life. You can operate and market your business, video consult with your doctor, access essential services and pursue lifelong learning – regardless of your postal address.

In our first year of operation, we saw...

28

Private Sector Partnerships

435

Miles of Fiber Managed

61,712

Washingtonians Served

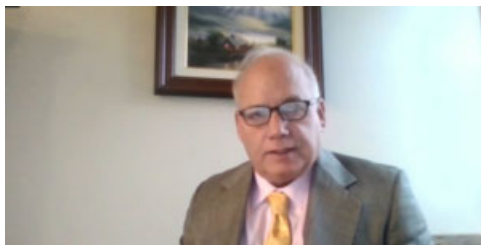
## Latest News

### CAMAS-WASHOUGAL **POST-RECORD**

The Camas-Washougal Post Record featured the Port of Camas-Washougal and Petrichor Broadband's commitment to study bringing dark fiber infrastructure to East Clark County. Port of C-W moves ahead with broadband ...



January 19, 2022 – The Washington State Broadband Office (WSBO) today announced award recipients for its Fall 2021 Infrastructure Acceleration Grants. Four of 13 recipients received application assistance from Petrichor ...



Petrichor Broadband Manager Joe Poire testified today before the Washington

Senate Environment, Energy and Technology Committee on a bill addressing Public Works Board (PWB) broadband infrastructure loans and grants. Senate ...

## Get in touch

### WE ARE ACCEPTING NEW PROJECTS.

Public agencies interested in our consulting and network management services should contact us for a consultation.



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**ATTACHMENT D**



**Joint powers—Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies—Joint utilization of architectural or engineering services—Financing of joint projects.**

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03A or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter \*25.04 or 25.05 RCW whose partners are limited solely to participating public agencies, or a limited liability company organized under chapter 25.15 RCW whose membership is limited solely to participating public agencies, and the funds of any such corporation, partnership, or limited liability company shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall contain, in addition to provisions specified in subsection (3)(a), (c), (d), (e), and (f) of this section, the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies that are party to the agreement shall be represented; and

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of . . . . . joint board."

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any obligation with respect to competitive bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6)(a) Any two or more public agencies may enter into a contract providing for the joint utilization of architectural or engineering services if:

(i) The agency contracting with the architectural or engineering firm complies with the requirements for contracting for such services under chapter 39.80 RCW; and

(ii) The services to be provided to the other agency or agencies are related to, and within the general scope of, the services the architectural or engineering firm was selected to perform.

(b) Any agreement providing for the joint utilization of architectural or engineering services under this subsection must be executed for a scope of work specifically detailed in the agreement and must be entered into prior to commencement of procurement of such services under chapter 39.80 RCW.

(7) Financing of joint projects by agreement shall be as provided by law.

[ 2021 c 176 § 5216; 2019 c 91 § 1; 2015 c 232 § 1; 2009 c 202 § 6. Prior: 2008 c 198 § 2; 2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

**NOTES:**

\*Reviser's note: Chapter 25.04 RCW was repealed in its entirety by 1998 c 103 § 1308, effective January 1, 1999.

**Finding—2008 c 198:** "The legislature finds that it is in the public interest for public utility districts to develop renewable energy projects to meet requirements enacted by the people in Initiative Measure No. 937 and goals of diversifying energy resource portfolios. By developing more efficient and cost-effective renewable energy projects, public utility districts will keep power costs as low as possible for their customers. Consolidating and clarifying statutory provisions governing various aspects of public utility district renewable energy project development will reduce planning time and expense to meet these objectives." [ 2008 c 198 § 1.]

**Intent—1992 c 161:** See note following RCW 70.44.450.

**Purpose—Statutory references—Severability—1990 c 33:** See RCW 28A.900.100 through 28A.900.102.

**Severability—1981 c 308:** See note following RCW 28A.320.080.

*Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW 43.09.285.*