

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF AN  
INTERLOCAL AGREEMENT WITH  
PETRICHOR LLC TO COMPLETE THE  
REQUIRED DELIVERABLES FOR A  
COMMUNITY ECONOMIC  
REVITALIZATION BOARD (CERB)  
AWARD FOR BROADBAND FEASIBILITY  
STUDY FOR SOUTH SPOKANE COUNTY  
AND ELGIBLE AREAS OF THE WEST  
PLAINS

**RESOLUTION**

**WHEREAS**, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

**WHEREAS**, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board has the care of County property and the management of County funds and business; and

**WHEREAS**, on April 12, 2022, in resolution 22-0230, the Board of County Commissioners accepted a \$50,000 CERB Award, with \$12,500 in matching funds, for a Broadband Feasibility Study (“Study”) for unserved and underserved populations in South Spokane County and eligible areas of West Plains; and

**WHEREAS**, pursuant to 39.34 RCW 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; and

**WHEREAS**, the CERB grant application submitted by Spokane County identified Petrichor, LLC, a metropolitan municipal corporation, as the entity that would conduct the study and corresponding report on behalf of Spokane County; and

**WHEREAS**, as a necessary step Spokane County will enter into an Interlocal Agreement with Petrichor for the duration of the CERB award and subsequent submission of the final report using the funds award in the grant up to, but not to exceed the total amount of \$62,000.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6) and 39.34 RCW, hereby approves the Attached ILA (Exhibit "A") and hereby permits either the Chair or the Spokane County's CEO may executed the attached Agreement at other than an open public meeting.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of July 2022.



ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney  
MARY L. KUNEY, Chair

Al French  
AL FRENCH, Vice-Chair

Josh Kerns  
JOSH KERNS, Commissioner

22-0475

**INTERLOCAL AGREEMENT FOR  
CONSULTING SERVICES**

THIS INTERLOCAL AGREEMENT FOR CONSULTING SERVICES ("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 Spokane County, a political subdivision of the state of Washington, (hereinafter "Spokane County"), 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, Spokane County intends to complete a broadband feasibility planning study to facilitate assessment and mapping of existing broadband capacity within five communities (Fairfield, Latah, Rockford, Spangle, and Waverly), in the County (Exhibit A - Community Specific Project Areas) to identify gaps in coverage, current access providers, and possible options/alternatives for new construction or expansion of networks; and

WHEREAS, Spokane County intends to collect data about a rural portion of the County (Exhibit B - Rural County Project Area)

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to Spokane County for a one-time fee as set forth below and the mutual benefits to be derived;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Work: PETRICHOR shall provide the following services and/or deliverables to meet the minimum requirements for the broadband feasibility study for the following five communities (Fairfield, Latah, Rockford, Spangle and Waverly) as identified in Exhibit A:

- a. Define the communities' broadband needs and goals
- b. Inventory existing broadband infrastructure assets
- c. Include gap analysis to define the additional broadband infrastructure necessary to meet the identified goals

- d. Include one or more potential network designs, cost estimates, operating models and business models
- e. Include an assessment of municipal and county procedures, policies, rules and ordinances
- f. Assess and describe the digital inclusion of the communities including affordable internet, affordable equipment, digital literacy training, and public computer access
- g. Prepare a budget for the plan aligned to significant project plan milestones, costs and tasks including Pro Forma Financial Statements, potential sources for funding and any letters of commitment for funding and internet service providers
- h. Identify key documents/existing efforts in the communities
- i. Identify potential community anchor institutions and businesses
- j. Develop a management plan
- k. Complete a readiness assessment for Spokane County
- l. Evaluate how the project would benefit health and safety for the communities
- m. Evaluate how this project would benefit education access
- n. Identify if the communities are unserved or underserved
- o. Monthly reports on the progress of the scope of work, upon request

PETRICHOR shall provide the following services and/or deliverables to meet the minimum requirements for the broadband feasibility study for the rural portion of Spokane County identified in Exhibit B:

- a. Inventory existing broadband infrastructure assets
- b. Assess and describe the digital inclusion of the rural portion of Spokane County including affordable internet, affordable equipment, digital literacy training, and public computer access
- c. Identify key documents/existing efforts in the rural portion of Spokane County
- d. Identify if the rural portion of Spokane County is unserved or underserved

2. Scope of Work Not Included: PETRICHOR will not be responsible to conduct or complete the following:

- a. Create a Community Broadband Team.
- b. Hold at least one Community Broadband Meeting and associated documentation.
- c. Create a Vision Statement.

3. Fees: Spokane County shall pay a one-time fee of \$62,500.00 Dollars (\$) for the services provided by PETRICHOR. Spokane County 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 June 21, 2022, and terminate upon completion of the services to be provided, but no later than the 31st day of December, 2022.

5. Ownership: PETRICHOR shall acquire no ownership or property interest in the project lines or facilities. Spokane County 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: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

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 Spokane County. 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

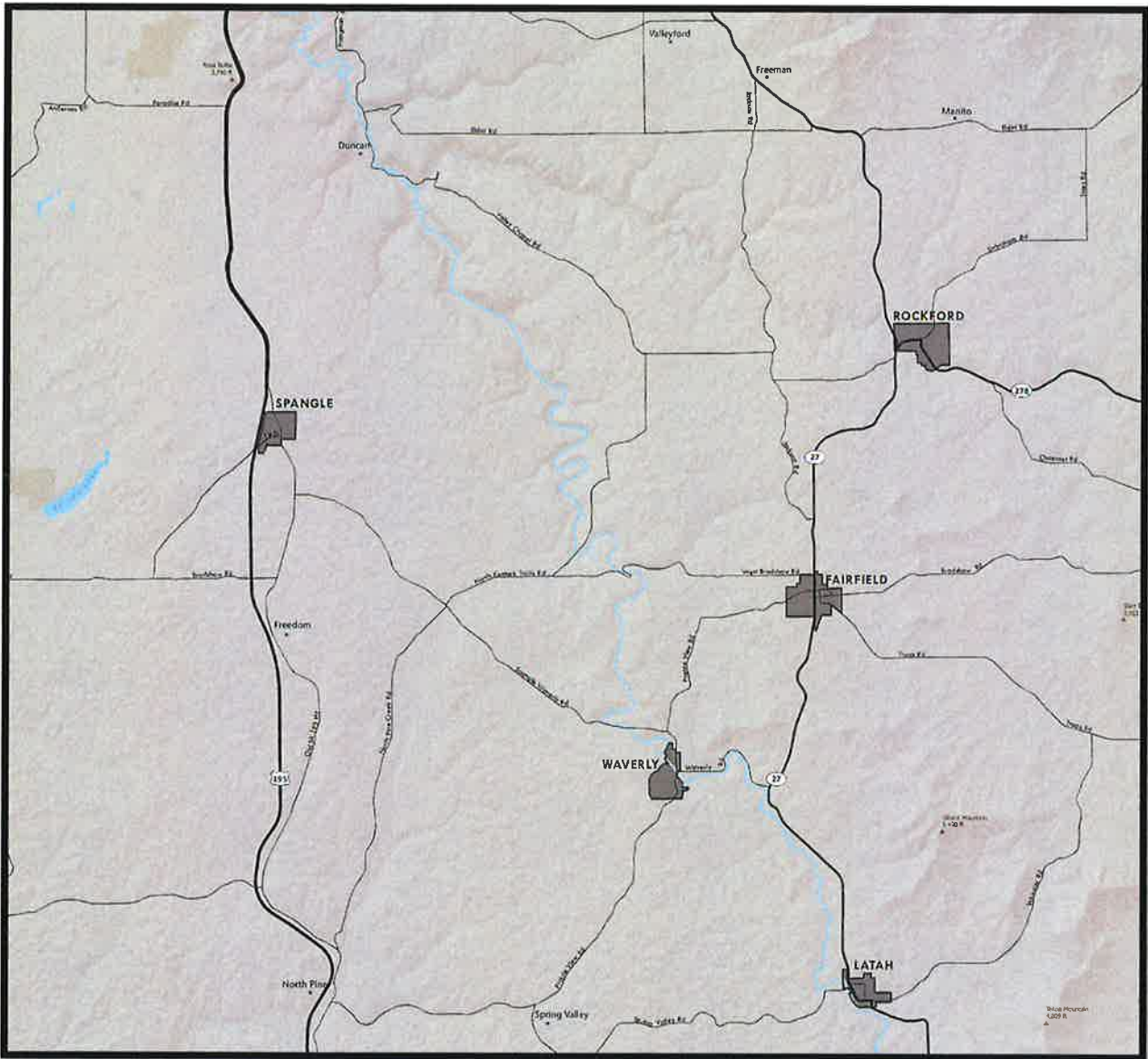
By Kara Riebold  
Kara Riebold, Manager

Spokane County, a Washington municipal corporation

By Scott Simmons  
Scott Simmons, Chief Executive Officer

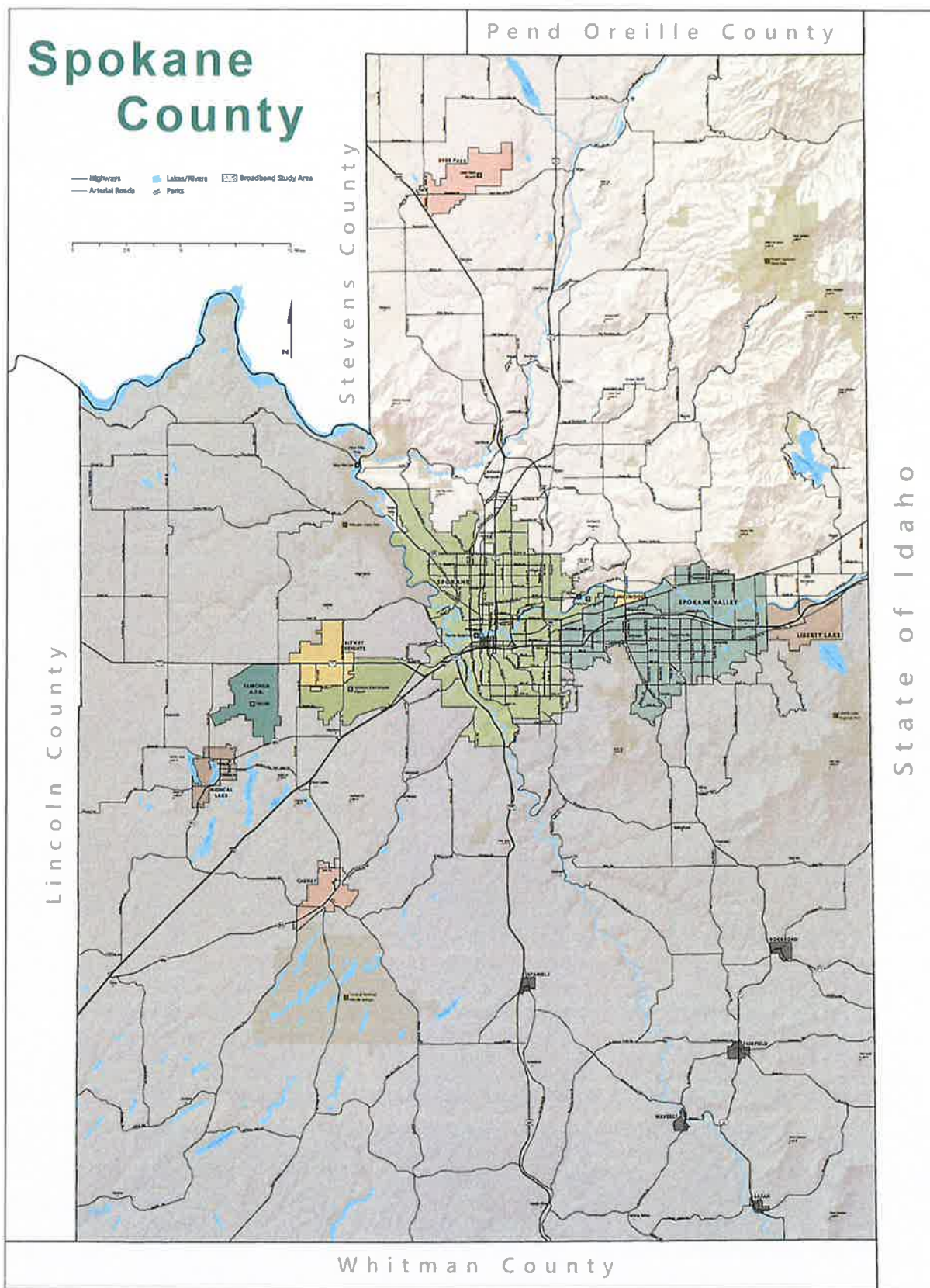
### Exhibit A

The dark grey shading denotes the five (5) Broadband Feasibility Planning Study Communities of Fairfield, Latah, Rockford, Spangle and Waverly



**Exhibit B**

The light grey shading denotes the entire Broadband Study/Project Area





Submit to Clerk of the Board with accompanying paperwork (Resolutions, Agreements, etc.)

### AGENDA SHEET

***SUBMITTING DEPARTMENT: Commissioners***

***CONTACT PERSON: Ariane Schmidt***

***PHONE NUMBER: (509) 477-2625***

***CHECK TYPE OF MEETING BELOW:*** **BELOW FOR CLERK'S USE ONLY:**

Regular Session Agenda

Clerk's Resolution No.	<u>22-0475</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u></u>
Public Works No.	<u></u>
Purchasing Dept. No.	<u></u>

**AGENDA TITLE:** IN THE MATTER OF EXECUTION OF AN INTERLOCAL AGREEMENT (ILA) WITH PETRICHOR LLC TO COMPLETE THE REQUIRED DELIVERABLES FOR A COMMUNITY ECONOMIC REVITALIZATION BOARD (CERB) AWARD FOR BROADBAND FEASIBILITY STUDY FOR SOUTH SPOKANE COUNTY AND ELGIBLE AREA SOFA THE WEST PLAINS.

**BACKGROUND:** (Attach separate sheet(s) if necessary):

**FISCAL IMPACT (Amount & source of funds):** Up to CERB Award \$50,00 and GF Match \$12,500

**REQUESTED BOARD ACTION:** Approve

This Item will need to be codified in the Spokane County Code: No