



# Subcontract

Prime Contractor	Subcontractor
Institution/Organization ("Prime Recipient") Name: Washington State University Address: Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060	Institution/Organization ("Subcontractor") Name: Petrchor Broadband LLC Address: 302 N Mill Colfax, WA 99111  EIN No.: 84-4342559      UEI: UVPDMBCD6ZE1
Prime Contract No.: 2366233001	Subcontract No. 143035 WSU001022 Purchase Order: 143035 SPC005135
Sponsor: WA Department of Commerce	
Subcontract Period of Performance: 02/01/2023-05/31/2023	Amount Funded this Action: \$ 410,000.00
Project Title: Broadband Action Team Implementation and Support (BAT)	
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 4 ]	
<p style="text-align: center;"><b>Terms and Conditions</b></p> <p>1) Prime Contractor hereby awards a cost-reimbursable subcontract, as described above, to Subcontractor. The statement of work and budget for this subcontract are as shown in Attachment 5. In its performance of the subcontracted work, Subcontractor shall be an independent entity and not an employee or agent of Prime Contractor.</p> <p>2) Prime Recipient shall reimburse Sub-recipient not more often than monthly for allowable costs. All invoices shall be submitted using Sub-recipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), sub-award number, and certification as to truth and accuracy of invoice (see Attachment 6 for Sample Invoice). Invoices that do not reference Prime Recipient's sub-award number shall be returned to Sub-recipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachment 3. Prime Recipient reserves the right to request and the Sub-recipient agrees to provide supporting documentation of Sub-recipients costs in the event the Prime Recipient is required to provide such documentation to its sponsors or there are performance issues which cause the Prime Recipient to question the reasonableness, allowability or allocability of costs billed. Invoices are due on the 15th of the month following the provision of services.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Contractor's Administrative Contact, as shown in Attachment 3, Final invoices for a state fiscal year may be due sooner than the 15th and Prime Recipient will provide notification of the end of fiscal year due date. The subcontractor must invoice for all expenses from the beginning of the contract through June 15th, regardless of the contract start and end date. The final statement of costs shall constitute Subcontractor's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.</p> <p>5) Matters concerning the technical performance of this subcontract should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3.</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact as shown in Attachment 3. Any such changes made to this Subcontract require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.</p> <p>8) Either party may terminate this Subcontract with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachment 3.</p> <p>9) No-cost extensions require the approval of the Prime Contractor. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.</p> <p>10) The Subcontract is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Subcontractor makes the certifications and assurances shown in Attachments 1 and 2.</p>	
By an Authorized Official of Prime Contractor:  _____	By an Authorized Official of Subcontractor:  <i>Kara Z Riebold</i> 3/17/2023 _____
Date	Date

**Attachment 1**  
**WSU Subcontract**  
**Certifications and Assurances**

By signing the Subcontract, the authorized official of Subcontractor certifies, to the best of his/her knowledge and belief that Subcontract shall maintain books, records, documents and other evidence which sufficiently and properly reflect all costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, and/or officials so authorized by law. All books, records, documents, and other material relevant to this Subcontract will be retained for three years after expiration and audit by personnel of both parties, other personnel duly authorized by either party, and/or officials so authorized by law shall have full access and the right to examine any of these materials during this period.

**Attachment 2**  
**WSU Subcontract**  
**Prime Award Terms and Conditions**

See attached Prime Award Agreement

The Prime Award Terms and Conditions contained in this Attachment are modified to the extent where applicable as follows:

- "Contract" shall mean "Subcontract";
- "Commerce" shall mean "Washington State University";
- "Contractor" shall mean "Subcontractor"



**Interagency Agreement with**

Washington State University Extension

through

Washington State Broadband Office

Broadband Action Team and Support Project

**Start date:** July 1, 2022

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**General Terms and Conditions**

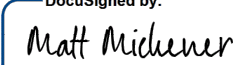
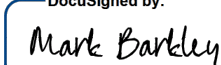
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**Attachment A, Scope of Work and Budget**

## FACE SHEET

Contract Number: 23-66233-001

Washington State Department of Commerce  
State Broadband Office

<b>1. Contractor</b> Washington State University PO Box 641025 Pullman, WA 99164-1025		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Michael J. Gaffney Assistant Director, WSU Extension 509-335-4611 mjaffney@wsu.edu		<b>4. COMMERCE Representative</b> Mark Vasconi Office of Broadband, Director 360-918-1241 Mark.vasconi@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$7,995,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 07/01/2022	<b>8. End Date</b> 06/30/2023
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0000107-14	<b>12. UBI #</b>	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> To provide capacity in collaboration with WSBO to support the implementation and advancement of Broadband Action Teams (BATs) and the capacity for digital equity at the local level across the State of Washington, Extension proposes the following areas of work: Broadband Action Team Support, and County and Tribal Nation DRAFT Digital Equity Plan Development.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Budget.			
<b>FOR CONTRACTOR</b> DocuSigned by:  120A46B10ED84FC... Matt Michener, Assistant Director, Office of Research Support and Operations 8/5/2022   8:32 AM PDT Date		<b>FOR COMMERCE</b> DocuSigned by:  80312B04865C458... Mark K. Barkley, Assistant Director, Local Government Division 8/8/2022   8:57 AM PDT Date <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019.</b> <b>APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

~~The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.~~

~~The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.~~

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed ~~\$7,995,000~~ for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed ~~\$7,995,000~~, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Agreement. When requesting reimbursement for expenditures made, the Contractor shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. ~~The Contractor can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Management System (CMS), which is available through the Secure Access Washington (SAW) portal.~~

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Quarterly Reports are required as stated in Attachment A- Scope of Work and Budget.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Agreement.

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

**SPECIAL TERMS AND CONDITIONS  
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No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.~~

~~The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. FRAUD AND OTHER LOSS REPORTING**

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget



**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information

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solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Copyright in all Material produced under this Agreement shall be the property of the state of Washington. Both Contractor and COMMERCE may use these Materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

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As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

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**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

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**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

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- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work and Budget

### Department of Commerce, Washington State Broadband Office Washington State University Extension Broadband Action Team Implementation and Support Proposal

Washington State University Extension (Extension) has a County Extension presence in every county in Washington, along with a Colville Tribal Extension office and other offices and operations. Extension has experience with the formation and support of Broadband Action Teams (BATs) at the local level, has participated in efforts to increase BAT capacity at a national level, and has previously entered into a Memorandum of Understanding with the Washington State Broadband Office (WSBO) to support BAT work in Washington. WSBO and Extension are desirous of expanding BAT activity across Washington, and to expanding equitable access, adoption and application of broadband technology. To provide capacity in collaboration with WSBO to support the implementation and advancement of Broadband Action Teams (BATs) and the capacity for digital equity at the local level across the State of Washington, Extension proposes the following areas of work: Broadband Action Team Support, and County and Tribal Nation DRAFT Digital Equity Plan Development.

#### **Broadband Action Team Support**

##### **Assessment and Incentives:**

Some counties and federally recognized tribes already have mature BAT activity, some have nascent programs, and some are in need of help initiating a BAT project. It is important to assess the level of activity and need/demand for county-level and tribal-level support from both local Extension offices and WSBO. Tied directly to this variability is a need to incentivize BAT formation, operation, and “success.” The effort to achieve these goals can be supported by Extension, if incentive structures can be provided by WSBO. WSU proposes that “success” for a BAT in terms of this project be defined as: Formation of an organized working group which inclusively represents the variety and breadth of interests regarding:

- equitable broadband access, adoption, and application in each county and tribe
- completion of the 15 week “Missouri” BAT curriculum being finalized by the National Digital Education Extension Team (NDEET), and
- submission of a plan for enhanced broadband access and adoption in that county or tribe.

Achievement of these milestones may entitle a BAT, in association with WSU, access to continued support, the ability to compete for limited grant funds, or other incentives as determined by WSBO.

##### **Organizational Structure:**

Extension will develop a cadre of Extension Broadband practitioners to support BAT formation and activity at the county, regional, tribal, and statewide levels. This cadre will be overseen by Extension leadership, and will be directly led by a State Broadband Coordinator. This State Broadband Coordinator will be supported by an Associate Coordinator who will provide subject-matter expertise. Eight Regional Coordinators will provide direct support to Extension County offices within their defined regions, will be qualified to provide the NDEET training, and will directly conduct BAT support activities within their

respective regions as necessary and appropriate per the willing partnership and invitation of the county or tribe. County Extension offices will provide logistics and administrative support. This project will include a specific evaluation component designed both to inform program development and adaptation for improvement, and to provide a culminating evaluative report of the project which can inform future BAT and digital equity work in Washington and elsewhere.

**Deliverables narrative:**

The heart of this work is local digital equity planning. BATs are a proven model for developing necessary momentum for communities to advance digital equity work and to close the digital divide. To this end, deliverables for this project include the support of existing BAT efforts, and the initial offer of the formation of a BAT in each county and federally recognized tribe which does not currently have an active BAT<sup>1</sup>, the development of a regional BAT support structure, delivery of the NDEET curriculum and support for the development and submission of a county or tribal BAT plan for each county or tribe. All county and tribal BATs will be supported by this project over the term of the project with a combination of local, regional and state-level Extension resources. The project goal is to develop sufficient local support structure to establish a sustainable, productive BAT in each county and tribe, as evidenced by the “success” factors defined above. Each BAT should, to the maximum extent practicable, have representation from public and private organizations, communities representing people of color, social services delivery organizations, schools, health care providers, representation from Tribal Nations, representatives from the hearing impaired and disability communities as well as representatives from the elderly community and representatives from migrant and refugee communities.

WSU Extension will conduct, in consultation with WSBO, a questionnaire of each of the 39 counties and 29 Federally recognized tribal nations to gauge their interest in participating in this BAT program, in developing draft digital equity plans, and their interest in utilizing the WSBO resources that provide economic assessment of proposed projects as well as grant-writing assistance provided by third party vendors.

As a means to add further value to BAT program participants and other interested attendees, Extension, in partnership with WSBO and the Office of Equity, will work to convene and facilitate up to two digital equity webinars that are optional for all BATs and other attendees. Webinars will share updates about current and future digital equity planning efforts at the state level, sharing best and promising practices and resources, case studies of broadband projects planned, underway and completed, and training as available. These webinars will be required for recipients of the competitive funding grants to support digital equity planning. Funding recipients will be required to actively engage in these webinars. See next area of work for details on funding recipients.

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<sup>1</sup> For those counties and tribes where after good faith attempts a BAT cannot be formed, a regional BAT comprised of multiple counties, or subdivisions of particular counties, may be used.



## Attachment A

BAT Deliverables	Impact	Due date
Questionnaire: In consultation with WSBO, develop, distribute, collect and categorize results of a questionnaire that will be sent to each of 39 counties and 29 Federally recognized tribal nations.	Measure the anticipated participation in: <ul style="list-style-type: none"> <li>• BAT program</li> <li>• WSBO resources for:               <ul style="list-style-type: none"> <li>○ economic assessment of proposed projects</li> <li>○ grant-writing assistance</li> </ul> </li> <li>• competitive application for local digital equity planning funds</li> </ul>	August 19, 2022
BAT status report: summary of outreach efforts and activities to date in each county and federally recognized tribe. Include progress on completion of NDEET training to all BATs.	Demonstrate partnership with counties and tribes to support and/or augment their local BAT efforts.	December 1, 2022 January 15, 2023
BAT status report: final report of outreach efforts and activities to date in each county and federally recognized tribe. Include progress on completion of NDEET training to all BATs. WSU Extension will provide contacts for those who are leading each BAT.	Describe how the efforts and engagement of WSU Extension helped to advance BAT formation and effectiveness in counties and tribes within Washington state. Provide contact information so WSBO can continue supporting this work.	June 30, 2023
Digital Equity Webinars: In partnership with WSBO and the Office of Equity, convene and facilitate up to two digital equity webinars that are optional for all BATs and other attendees but are required for recipients of the competitive funding grants to support digital equity planning. Funding recipients will be required to actively engage in these webinars.	Deliver value to BATs, funding awardees, future potential funding applicants, providers, utilities and others regarding ongoing digital equity work in Washington state.	TBD throughout contract period

### **County and Tribal Nation DRAFT Digital Equity Plan Development**

The 2022 Legislature provided the WSBO with \$3,000,000 to support local digital equity planning efforts for each of 39 counties and 29 federally recognized tribal nations (recipient(s) that submit a qualifying application. In order to effectively deploy these funds, WSBO will partner with Extension to distribute these funds following these process requirements:

- an application that meets minimum qualifications to be developed in coordination with WSBO; a partial list of application requirements is as follows:
  - applicant demonstrates effective plan for utilizing funding toward the completion of a draft county-level or tribal-level digital equity plan,
  - applicant includes spend plans for baseline funding and total project costs, and
  - list of local stakeholders agreeing to participate in ongoing digital equity planning efforts.
- a webinar outlining the application requirements
- baseline funds of \$20,000 available to every county or tribe who submits a qualifying application
- competitive funding available up to total project cost based on review and scoring of applications

Extension will oversee the management and development of substantive draft digital equity plans (plans) that will be submitted to WSBO and Extension on or before June 15, 2023.

Each recipient will produce a draft digital equity plan that details the needs of each County or federally recognized tribal nation and propose specific plans and projects that would be developed in order to promote and support digital equity. The draft plans will identify:

- stakeholders involved in plan development
  - the outreach and groups within the county or tribe that have been included in the BAT efforts, including key stakeholders identified in the Bipartisan Infrastructure Law where applicable.<sup>2</sup>
- process employed to inform the draft plan
- local and regional broadband service needs and gaps, including
  - unserved or underserved locations, and
  - community anchor institutions without gigabit service.
- barriers to digital equity faced by covered populations as defined in the Bipartisan Infrastructure Law.
- proposed programs sufficient to promote and support digital equity

Executed contracts for this work will include:

- factors for Extension monitoring progress of plan development, including monthly summaries of common themes and novel challenges identified by those drafting plans, and
- requirement to actively participate in one of two digital equity webinars being co-hosted by WSU, WSBO and the Office of Equity throughout the grant period.

Extension will regularly update WSBO on expected unspent funds from this funding opportunity so that WSBO can re-allocate those funds to other digital equity efforts.

To receive reimbursement for this funding and the administrative work to support it, WSU Extension will submit invoices to SBO as counties and tribes submit invoices to Extension.

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<sup>2</sup> H.R 3684, <https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

## Attachment A

<b>Digital Equity Plan Deliverables</b>	<b>Impact</b>	<b>Due date</b>
Plan for competitive grant application: Submit to WSBO a plan to develop, deploy, receive, review and award (review and award in partnership with WSBO) and monitor a baseline and competitive grant application to award funding to support drafting a local digital equity plan. Awards must be made no later than November 15, 2022; contracts to follow.	Demonstrate availability of funds to support local digital equity planning at the county and tribal levels.	August 19, 2022
Competitive grant awards: Provide to WSBO a summary report of awards made to include, recipient agency, point of contact, total project amount, and amount of total award.	Demonstrate completion of competitive grant application award cycle.	November 15, 2022
Competitive award contracts: Provide to WSBO a copy of each executed contract with agencies receiving local digital equity planning funds.	Demonstrate completed contracts for local digital equity planning efforts.	December 15, 2022
Anticipated unspent funds report to WSBO	Demonstrate ongoing monitoring of draft plan development. Demonstrate good stewardship of funds to be re-allocated.	January 15, 2023 April 1, 2023
Monthly summary of common themes and novel challenges identified by funding recipients that are drafting plans.	Demonstrate ongoing performance monitoring of draft local digital equity plans. Provide WSBO with critical local input to inform the WA State Digital Equity Plan due in approximately October 2023.	February 1, 2023 March 1, 2023 April 1, 2023 May 1, 2023
Digital Equity DRAFT Plan: Provide to WSBO a copy of each draft digital equity plan received by each grant awardee.	Demonstrate success in awarding grant funds to support local digital equity planning.	June 15, 2023

**Proposed Estimated Budget (Approximate, not to exceed \$7,995,000):**

Either direct hiring or re-prioritization of existing employee efforts will be necessary to support this project.

<b>Positions and Direct Project Administration</b>	<b>Cost</b>
Extension Leadership Oversight	\$77,000
Project Coordinator	\$136,000
Associate Project Coordinator/SME	\$120,000
8 Regional Extension Broadband Coordinators	\$808,000
Student Support Workers	\$49,000
Data Collection Questionnaire Administration	\$50,000
Administrative Support	\$50,000

In addition, direct support for county office operations and participants will be necessary to achieve results in the timeline provided.

<b>Direct Support</b>	<b>Cost</b>
Direct County & Tribal Office BAT support	\$600,000
Extension Office Support	\$800,000
Local participant 7 logistics support (food, parking, etc.)	\$400,000
Digital Equity Planning Direct Support (68)	374,000
Travel	\$350,000
Equipment and Supplies	\$124,424
County and Tribal Nation Digital Equity Plan Development Stipends	\$3,000,000

Direct Cost: \$6,938,493



WSU Facilities and Administration (Indirect Cost Recovery: 26%)	\$1,056,507
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TOTAL: \$7,995,000



# DocuSign Routing Form

## SBO Unit

Review by (Title):	Name:	Date:	Initials:
SBO Infrastructure Programs Manager	Connie Rivera	8/5/2022   10:21 AM PDT	
LGD Deputy Assistant Director (before AD signature)	Tony Hanson	8/8/2022   8:47 AM PDT	

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Local Government

Program: State Broadband Office

ContractNumber: 23-66233-001

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Connie Rivera

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Matt Michener

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Connie Rivera

connie.rivera@commerce.wa.gov

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Tony Hnason

tony.hanson@commerce.wa.gov

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Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.163</p>	Sent: 8/8/2022 8:47:32 AM Viewed: 8/8/2022 8:57:25 AM Signed: 8/8/2022 8:57:35 AM

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Certified Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2022 8:43:28 AM
Certified Delivered	Security Checked	8/8/2022 8:57:25 AM
Signing Complete	Security Checked	8/8/2022 8:57:35 AM
Completed	Security Checked	8/8/2022 8:57:35 AM

Payment Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

**Attachment 3  
WSU Subcontract**

Prime Contractor Contacts	Subcontractor Contacts
<p>Administrative Contact</p> <p>Name: Office of Research Support and Operations</p> <p>Address: Washington State University Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060</p> <p>Telephone: (509) 335-9661 Fax: (509) 335-0890 Email: <a href="mailto:orso@wsu.edu">orso@wsu.edu</a></p>	<p>Administrative Contact</p> <p>Name: Brenda Stav Petrichor Broadband LLC</p> <p>Address: 302 N Mill Street Colfax, WA 99111</p> <p>Telephone: (509) 330-6649 Fax: Email: <a href="mailto:brenda@petrichorbroadband.com">brenda@petrichorbroadband.com</a></p>
<p>Principal Investigator</p> <p>Name: Michael Gaffney</p> <p>Address: Washington State University College of Arts and Sciences, Extension PO Box 642630 Pullman, WA 99164-2630</p> <p>Telephone: (509) 335-4611 Fax: Email: <a href="mailto:mjgaffney@wsu.edu">mjgaffney@wsu.edu</a></p>	<p>Project Director</p> <p>Name: Kara Riebold Petrichor Broadband LLC</p> <p>Address: 302 N Mill Street Colfax, WA 99111</p> <p>Telephone: (509) 288-0179 Fax: Email: <a href="mailto:kara@petrichorbroadband.com">kara@petrichorbroadband.com</a></p>
<p>Financial Contact</p> <p>Name: Elizabeth Jinks, Director, Sponsored Programs Services</p> <p>Address: Washington State University Sponsored Programs Services PO Box 641025 Pullman, WA 99164-1025</p> <p>Telephone: (509) 335-2058 Fax: Email: <a href="mailto:sps@wsu.edu">sps@wsu.edu</a></p>	<p>Financial Contact</p> <p>Name: Fletcher Aukerman Petrichor Broadband LLC</p> <p>Address: 302 N Mill Street Colfax, WA 99111</p> <p>Telephone: (509) 553-3415 Fax: Email: <a href="mailto:finance@petrichorbroadband.com">finance@petrichorbroadband.com</a></p>
<p>Authorized Official</p> <p>Name: Dan Nordquist, Associate Vice President</p> <p>Address: Washington State University Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060</p> <p>Telephone: (509) 335-9661 Fax: (509) 335-0890 Email: <a href="mailto:orso@wsu.edu">orso@wsu.edu</a></p>	<p>Authorized Official</p> <p>Name: Kara Riebold Petrichor Broadband LLC</p> <p>Address: 302 N Mill Street Colfax, WA 99111</p> <p>Telephone: (509) 288-0179 Fax: Email: <a href="mailto:kara@petrichorbroadband.com">kara@petrichorbroadband.com</a></p>

**ATTACHMENT 4  
WSU SUBCONTRACT**

**Invoicing Requirements**

1. Invoices must be submitted to Financial Contact as referenced in Attachment 3 and reference Purchase Order number 143035 SPC005135 and subcontract number 143035 WSU001022.  
Please copy and paste the following link for a fillable WSU Invoice template:  
<https://orso.wsu.edu/documents/2018/11/subrecipient-invoice.xlsx>

**Reporting Requirements**

2. Quarterly reports and Progress Reports are required as requested by Prime Contractor's Project Director. The final Reports will be required as requested by Prime Contractor's Project Director to satisfy funding Agencies requirements.

**Match Requirement**

3. Cost Share Requirement = \$0

***(SUBCONTRACTOR PLEASE COMPLETE THE ASSURANCES SECTION BELOW)***

**Assurances**

**BIOSAFETY OF RECOMBINANT DNA**

- Project does not involve recombinant DNA.
- Project involves recombinant DNA and was either approved( ) or determined to be exempt( ) from the NIH.  
Approval by the Institutional Biosafety Committee (IBC) on \_\_\_\_\_ (Date).
- 

**CARE AND USE OF ANIMALS**

- Project does not involve vertebrate animals.
- Project involves vertebrate animals and was approved by the Institutional Animal Care and Use Committee (IACUC) on \_\_\_\_\_ (Date). OLAW Animal Assurances # \_\_\_\_\_.
- 

**PROTECTION OF HUMAN SUBJECTS**

- Project does not involve human subjects.
- Project involves human subjects and was approved by the Institutional Review Board (IRB) on \_\_\_\_\_ (Date).  
Federal Wide Assurance # \_\_\_\_\_.
- 

**CONFLICT OF INTEREST**

- The Collaborator certifies by signature to this Subcontract that it has a federally compliant conflict of interest policy.

**Attachment 5**  
**WSU Subcontract**

See Scope of Work and Budget.

**General Scope.** The Participants will conduct local broadband-related planning activities as set forth below. The Participants will maintain regular and reasonable contact and engage in discussions regarding [subject of research] collaboration and the activities listed herein. Each Participant will identify representatives responsible for overseeing matters pertaining to this MOU.

**Specific Activities.** The Participants intend to collaboratively pursue the following activities and goals:

Upon execution of this Statement of Work, WSU Extension will transfer an initial amount based on the types and amount of planning work to be undertaken to the signing entity, in exchange for which said entity will support initial inclusive planning efforts to accomplish a county or Tribal level Broadband Action Plan, Digital Equity Plan, or both, with components as listed below. As each plan component is completed in draft, it will be submitted via the WSU Portal, with all components submitted in draft form no later than June 15, 2023.

**D. County or Tribal Level Broadband Action Plans will include all elements contained in the appropriate Workbook sections, specifically including but not limited to the following:**

- 1. Identification of a Principal Contact** (individual or organization) which is responsible for the accomplishment the project tasks and deliverables, including initiation, planning, and execution. These Roles and Responsibilities will include the specific items listed below:
- 2. Creation or support of an existing Inclusive Planning Process** structure which must address the broadly inclusive engagement requirements identified under the Washington Digital Equity Act (HB 1723). This effort may be supported by the regional Extension project team to insure that all community voices are represented in the process.
- 3. Plan Overview**
  - a. Development an overview of the Broadband Action Plan. This process will include a vision, goals, and objectives for this engaged process.
- 4. Broadband Asset Inventory & Map**
  - a. Review baseline broadband asset map provided by WSU Extension to understand what assets are captured based on the currently available data.
  - b. Identify and document missing datasets and/or assets
  - c. If available, provide additional data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
  - d. Use baseline map and additional data to identity physical and community infrastructure assets that advance broadband deployment, access, affordability, and adoption.
  - e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.
- 5. Needs and Gap Assessment**
  - a. Review baseline broadband asset map provided by WSU Extension to understand where gaps in

broadband infrastructure, access, adoption, and application are captured based on the currently available data.

- b. Identify and document missing datasets and/or assets
- c. If available, provide additional data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use baseline map and additional data to identify the gaps and needs around broadband deployment, access, affordability, and adoption.
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

## **6. Obstacles and Barriers Report**

- a. Identify known or potential obstacles and/or barriers to broadband expansion and/or participation in the BEAD program, which may include, but are not limited to, policy barriers, workforce shortages, supply chain issues, limitations of current state of deployment, terrain, and digital equity issues.
- b. Complete the relevant section of the Workbook included as Attachment A.

## **7. Action Plan**

- a. Using the data and conclusions from the Asset Inventory, Needs and Gap Assessment, and the Obstacles and Barriers Report, develop an Action Plan that identifies next steps to address community needs.
- b. Identify priorities, potential activities, supporting strategies, and any assistance that will be needed to achieve objectives, accomplish goals, and realize vision.
- c. Recommendations that may be included in the Action Plan, include, but are not limited to:
  - i. Recommendation of potential broadband deployment project areas associated method of service delivery, and estimated costs.
  - ii. Strategy recommendations for deployment of county-owned assets, open access assets and networks, and/or public-private partnerships dependent on county need.
- d. Complete the relevant section of the Workbook included as Attachment A.

## **E. County or Tribal Level Digital Equity Plans will include all elements contained in the appropriate Workbook sections, specifically including but not limited to the following:**

- 1. Identification of a Principal Contact** (individual or organization) which is responsible for the accomplishment the project tasks and deliverables, including initiation, planning, and execution. These Roles and Responsibilities will include the specific items listed below:
- 2. Creation or Support of an Existing Inclusive Planning Process** structure which must address the broadly inclusive engagement requirements identified under the Washington Digital Equity Act (HB 1723). This effort may be supported by the regional Extension project team to insure that all community voices are represented in the process.
- 3. Plan Overview**
  - a. Development an overview of the Digital Equity Plan. This process will include a vision, goals, and objectives for this engaged process.
- 4. Needs and Gap Assessment**

- a. Review digital equity data and map provided by WSU Extension to understand needs, gaps, and barriers around broadband adoption, affordability, and application are identified based on the currently available data.
- b. Identify and document missing datasets; identify any datasets that are believed to be inaccurate or incomplete
- c. If available, provide additional/corrected data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use aggregated data and map to identify the gaps, needs, and barriers around broadband affordability, adoption, and application, including the needs of underserved populations identified in the Washington Digital Equity Act (HB 1723).
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

#### **5. Digital Equity Asset Inventory & Map**

- a. Review assets identified in the baseline digital equity asset inventory and associated map provided by WSU Extension to understand what digital equity assets and programs are included in the currently available data.
- b. Identify and document missing assets, program, and/or existing digital equity plans, including the service area of each asset or program.
- c. If available, provide data on coverage areas in a GIS format.
- d. Use digital equity asset inventory, associated map, and additional assets, programs, and/or digital equity plans to identify assets available for affordability and adoption, with specific identification of the programs designed to serve the underserved populations identified in the Washington Digital Equity Act (HB 1723).
- e. Use data from the digital equity asset inventory and map to complete the relevant section of the Workbook included as Attachment A.

#### **6. Action Plan**

- a. Using the data and conclusions from the Asset Inventory and Needs and Gap Assessment, develop an Action Plan that identifies next steps to address community needs.
- b. Identify priorities, potential activities, supporting strategies, and any assistance that will be needed to achieve objectives, accomplish goals, and realize vision.
- c. Recommendations that may be included in the Action Plan, include, but are not limited to, alignment with plans and priorities from other entities and/or sectors, such as libraries, healthcare institutions, school districts, etc.
- d. Complete the relevant section of the Workbook included as Attachment A.

Petrichor Broadband will be contracting with Jody Opheim for consulting services. A management fee 45% of gross operations revenue is required to be paid to the Port of Whitman County per an interlocal agreement between the Port of Whitman County and Petrichor Broadband. Petrichor Broadband will be providing various services outlined in the project management proposal which will be executed by Petrichor Broadband's staff which are shared employees with the Port of Whitman County. Invoices will be calculated based on the hours that employees spend on each service at the rate of their salaries and benefits at the date of this contract's execution.

**From Management Agreement**

Provide to the POW a management fee in an amount equal to forty-five percent (45%) of the Gross Operations Revenue of Petrichor or One Hundred Thousand and no/100 Dollars (\$100,000.00) annually, whichever is greater. Gross Operations Revenue is revenue received from Consulting Services, Design Services, and Managed Systems Services. The POW will invoice PETRICHOR monthly calculated on the Gross Operations Revenue received by PETRICHOR in the previous month. An invoice may be issued in January of each year with final annual adjustments for the previous calendar year. The management fee shall be paid within thirty (30) days of invoice.

For accounting purposes, please fill the below subrecipient budget template by WSU object code:

<i>Chart of Accts.: 30 Subcontract Salaries</i>	
<i>Chart of Accts.: 31 Subcontract Wages</i>	
<i>Chart of Accts.: 32 Sub Purch. Services</i>	\$ 410,000.00
<i>Chart of Accts.: 33 Sub Goods &amp; Supplies</i>	
<i>Chart of Accts.: 34 Sub Travel</i>	
<i>Chart of Accts.: 35 Sub Computer Serv.</i>	
<i>Chart of Accts.: 36 Sub Equipment</i>	
<i>Chart of Accts.: 37 Sub Benefits</i>	
<i>Chart of Accts.: 38 Sub Scholarships</i>	
<b>Total Direct Costs</b>	\$ 410,000.00
<i>Chart of Accts: 39 Sub F&amp;A</i>	
<b>Total Costs</b>	\$ 410,000.00





Community and Economic  
Development Program Unit

## Scope of Work

**Project:** Broadband Action and Digital Equity Planning Support  
**Funded By/Subcontracted Under:** Commerce WSU Extension Contract  
**Work Performance Period:** December 2022 – June, 30 2023  
**Contractor:** Petrichor  
**Proposed Budget Total:** \$410,000

### Background

Washington State University Extension's Community and Economic Development Program Unit (CED) is under contract with the Washington Department of Commerce/State Broadband office (WSBO) to provide services to support Broadband Action Team (BAT) activity across Washington, and to specifically to support local efforts to develop Broadband Action Plans and Equitable Access Plans intended to enhance equitable access, adoption and application of broadband technology. In order to carry out these services, CED desires to contract with Contractor for assistance with the following areas of work: Broadband Action Team Support, support for local Broadband Action Planning, and County and Tribal Nation Digital Equity Plan Development. This contract, and any work or data created by Contractor during the execution of this contract, is to be used specifically by BATs, and may be used by WSU and WSBO, and may not to be used independently by the contractor, in furtherance of the U.S. Department of Commerce's Broadband Equity, Access, and Development Program.

The scope of work which follows -- once fully negotiated and approved -- will be incorporated into a formal Agreement between WSU/CED and the Contractor executed by the appropriate contracting authorities which will form the sole basis for performance of this project. No quotation or contract language is binding until approved by the WSU Office of Research and Support Operations (ORSO). The tasks outlined in this scope of work will be conducted by Contractor in collaboration with CED.

### Objectives and Methodology

The heart of this work is local planning for broadband action implementation and digital equity. BATs are a proven model for developing necessary momentum for communities to advance locally-informed priorities to enhance broadband access, adoption and applications as well as digital equity work and to close the digital divide. To this end, deliverables for this project include the support of existing BAT efforts, and support for the formation of a BAT in each county and federally recognized tribe which does not currently have an active BAT, the parallel support (primarily through direct funding) of Digital Equity planning efforts, the development of a regional and statewide BAT and Digital Equity support structure,

and support for the development and submission of a county or tribal BAT plan and a Digital Equity plan for each participating county or tribe. All county and tribal efforts will be supported by this project over the term of the project with a combination of local, regional and state-level resources. Some of those resources will flow through the Extension system, and some will be provided by this Contractor and other contracting entities to augment Extension capacity. The project goal is to develop sufficient local, regional and statewide support structure to establish a sustainable, productive BAT in each county and tribe. Each planning effort should, to the maximum extent practicable, have representation from public and private organizations, communities representing people of color, social services delivery organizations, schools, health care providers, representation from Tribal Nations, and organizations representing Underserved Populations as defined in Washington HB 1723 – 2021-2022 pursuant to RCW 43.330.530. It is encouraged, but not required, that Broadband Action and Digital Equity planning can occur as a single process in each area. Contractor will support these efforts as set forth below. At no point in the delivery of these services, shall the Contractor assume the responsibility of or exert authority over the BAT or Tribal planning process or content of the plans. Additionally, the acceptance of local plans supported by these the Contractors services will vetted by CED prior to submission to WSBO.

Throughout the execution of the project and within the context of any related state-level initiatives, WSBO retains discretion over when and how to use the local plans submitted to the Office.

### **Tasks and Deliverables**

Contractor will provide services to support the management of planning efforts and the development of substantive draft broadband action and digital equity plans (plans) at the county and tribal level that will be submitted to CED for transmission to WSBO on or before June 15, 2023. Each draft plan should detail the needs of each County or federally recognized tribe and propose specific efforts and projects that would be developed in order to promote and support broadband access, adoption, and digital equity.

The draft plans will identify:

- stakeholders involved in plan development
  - the outreach and groups within the county or tribe that have been included in the planning efforts, including key stakeholders identified in the Bipartisan Infrastructure Law where applicable.
- process employed to inform the draft plan
- local and regional broadband service needs and gaps, including
  - unserved or underserved locations, and
  - community anchor institutions without gigabit service.
- barriers to broadband access and adoption and to digital equity faced by covered populations as defined in the Bipartisan Infrastructure Law.
- proposed strategies and activities to promote and support broadband access and adoption as well as digital equity

Contractor will support local efforts to achieve draft plans which are consistent with these standards.

## **Contractor Deliverables**

Contractor will function as part of the broader statewide effort, and will participate as reasonably needed in coordination and delivery of planning project support services at all levels, with a primary focus on the following:

### **Regional Coordinator for BATs, Counties, and Tribes for Broadband and Digital Equity Planning**

- Serving as a dedicated point of contact and coordinator for participating entities in the regions in which the role of Coordinator is assigned
- Supporting local and regional meetings, including, but not limited to:
  - Meeting planning and scheduling
  - Advising on the development of meeting and work agendas related to completing project deliverables
  - Supporting the facilitation of local meetings and planning processes
- Supporting the development, growth, and strengthening of BAT, which include providing assistance with the following:
  - Building/Growing a Team
    - Develop inventory of active stakeholders and identify additional key stakeholders to engage
    - Support the development of an outreach and engagement plan
    - Provide support as needed for local outreach efforts
  - Community Engagement Strategy
    - Assist in the development of community engagement strategy, including, but not limited to:
      - Press releases
      - Promoting through key community partners
- Dedicated Support for the Development of Local Broadband Action Plans
  - Provide programmatic and subject matter support, as needed
  - Support the development by the cognizant BAT or planning team of each relevant section and component of the Broadband Action Plan and Digital Equity Plan Workbook (“the Workbook”)
- Dedicated Support for the Development of Local Digital Equity Plans
  - Provide programmatic and subject matter support, as needed
  - Support the development of each relevant section and component of the Workbook

### **Project Advisory Support**

- Serving in an advisory role in the regions in which the role of Advisor is assigned
  - Advise on the process for development of BATs, Broadband Action Plans, and Digital Equity Plans, as needed
  - Advisory support may be provided in other regions, upon mutual agreement between the Contractor and WSU Extension
- Support and advise WSU Extension on matters impacting the participating BATs, Counties, Tribes, and other entities.
- Support and advise WSU Extension on matters impacting the development of local Broadband Action Plans and Digital Equity Plans
- Support the development of resources necessary to provide local support
- Support strategy development necessary to provide local support

### **Developing and Administering Community Planning Maps for Broadband and Digital Equity**

- Acquire and compile the necessary datasets and licenses to develop maps for the purposes of supporting the development of Broadband Action Plans and Digital Equity Plans.
- Provide high-level planning GIS map at the state level
- Provide detailed baseline GIS maps at the local level participants in the development of local planning.
- Support the import of additional supplementary and local data provided by participants in the development of local planning.
- Support the use of GIS mapping tools for planning purposes

### **Project Management for Plan Development**

- Assist with the development of timelines, milestones, and deadlines for local planning processes
- Support the process of compiling, preparing and formatting plan components and sections for submission by the local planning BAT or Tribe
- Identify planning processes at risk of falling behind and update WSU Extension with recommendation for needed support
- Supporting the submission of plans through the submission platform designated by CED

### **Contractor Budget**

<b>Service</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>
Regional Coordinator	\$90,000	2	\$180,000
Regional Advisor	\$25,000	4	\$100,000
Project Advisory Support	\$100,000	1	\$100,000
Travel per Coordinator (not to exceed)	\$15,000	2	\$30,000
<b>Contract Total</b>			<b>\$410,000</b>

**Sub-Recipient:**

Name  
Address  
Telephone  
Fax  
Email

**ATTACHMENT 6**

https://orso.wsu.edu/documents/2018/11/  
subrecipient-invoice.xlsx

<b>Invoice Number:</b> _____	<b>Subaward number (WSU00__ ) #:</b> _____
<b>Invoice Date:</b> _____	<b>Purchase Order (SPC00__ ) Number:</b> _____
<b>Invoice Amount:</b> _____ <b>\$0.00</b>	<b>Award Number:</b> _____
<b>Cost Share Amount:</b> _____ <b>\$0.00</b>	<b>Award Period of Performance:</b> _____
	<b>Subaward PI Name:</b> _____
<b>In Account with:</b>	<b>Subrecipient email address:</b> _____
<b>Sponsored Programs Services</b> <b>Washington State University</b> PO Box 641025 240 French Administration Building Pullman, WA 99164-1025 (509)-335-2058, sps@wsu.edu	<b>Subrecipient phone number:</b> _____
	<b>Subcontractor's Award Number:</b> _____
	<b>Invoice Period:</b> _____ <b>to</b> _____
	<input type="checkbox"/> Check if Final Invoice

Expense Categories	Expenditures for Invoice Period	Cumulative Expenditures	Cost Share Expenditures for Invoice Period	Cost Share Cumulative Expenditures
<b>Project Costs</b>				
Personnel Salaries SC00216				
Personnel Wages SC00217				
Contractual Services SC00218				
Supplies SC00219				
Services (Please provide backup) SC00220				
Domestic Travel SC00222				
International Travel SC00223				
Equipment Capitalized SC00225				
Equipment Non-Capitalized SC00226				
Fringe Benefits SC00227				
Tuition SC00228				
Stipends SC00229				
Other Training Costs SC00230				
<b>Total Direct Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
F&A Costs: Rate _____ SC00231				
<b>Total Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*Equipment definition: refer to PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Subpart A, §200.33 Equipment.

[http://www.ecfr.gov/cgi-bin/text-idx?SID=421d3e3a239e70bdcef843df7113da50&mc=true&node=se2.1.200\\_133&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=421d3e3a239e70bdcef843df7113da50&mc=true&node=se2.1.200_133&rgn=div8)

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).**

\_\_\_\_\_  
Subrecipient authorized representative name and title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Subrecipient authorized representative signature

\_\_\_\_\_  
Date

.....  
*To be completed by WSU*

*Workday Subcontract Invoice Number:* \_\_\_\_\_

*Workday Subcontract Cost Share Journal Number:* \_\_\_\_\_

REPORT OF MATCHING FUNDS EXPENDED

Sub-Recipient:	Subaward number (WSU00___) #:
Name _____	Purchase Order (SPC00___) Number: _____
	Award Number: _____
Invoice Number: _____	Award Period of Performance: _____
Invoice Date: _____	Subaward PI Name: _____
Cost Share Obligation: \$0.00	Subrecipient email address: _____
Cost Share Amount Met: \$0.00	Subrecipient phone number: _____
	Subcontractor's Award Number: _____

Vendor's Certificate: I hereby certify under penalty of perjury the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services rendered and reported as match.

Prepared by: \_\_\_\_\_

Date: 2/23/2023

Expenses for period: \_\_\_\_\_ to \_\_\_\_\_

Salaries/Wages (examples below:)	CASH	IN-KIND	WAIVED F&A	PLEGGED
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -
<b>Fringe Benefits</b>				
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -
<b>Travel</b>				
Domestic	\$ -	\$ -	\$ -	\$ -
International	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -
<b>Goods &amp; Services (examples below:)</b>				
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
<b>Equipment (over \$5,000)</b>				
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
<b>Contractual/Consultants</b>				
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
_____	\$ -	\$ -	\$ -	\$ -
<b>F&amp;A @</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL - THIS REPORT</b>	\$ -	\$ -	\$ -	\$ -
<b>Previously Reported</b>	\$ -	\$ -	\$ -	\$ -
<b>CUMULATIVE-TO-DATE</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT PLEDGED:</b>				\$ -
<b>BALANCE OF COST SHARE</b>				\$ -
<b>PERCENT of COST SHARE MET</b>				#DIV/0!

This report shows the cash and in-kind match by the subcontractor.  
 Match must be met from non-federal funds and must not be used as match on any other grant.  
 The time frame of match, whether purchase or work, must be within the time frame of the grant.  
 Any item submitted as match must also be considered an "allowable" cost on the grant.

## Uniform Guidance Subrecipient Compliance Confirmation

**TO: Petrichor Broadband LLC**

**RE: Washington State Univ. Uniform Guidance Subrecipient Compliance Confirmation FY 2022**

The Federal Office of Management and Budget requires prime recipients of Federal funds to monitor sub-awards to subrecipients for compliance with the requirements of Uniform Guidance, *Audits of Institutions of Higher Education and Other Nonprofit Institutions*. WSU is extending this policy to subrecipients of non-federal funds subcontracted as well. We are requesting certification that your organization is in compliance with the Uniform Guidance. Accordingly, please check the appropriate box below and return with a copy of your audit, if required.

Our Single Audit has been completed. We certify that for the period of \_\_\_\_\_ to \_\_\_\_\_, 2022 there were no material weaknesses, instances of material non-compliances or findings related to any sub-awards with Washington State University for this period and no corrective actions were required; therefore, we are not enclosing a copy of the report.

Our Single Audit for the period \_\_\_\_\_ to \_\_\_\_\_ included exceptions. **A copy of the audit report, including the exceptions and our responses, is enclosed.**

Our Single Audit report is not yet complete. We expect that the report and institutional response (if necessary) will be completed by \_\_\_\_\_. Upon completion, we will provide written notification and, if material findings are reported, a copy of our audit report along with a corrective action plan.

We are not subject to the audit requirements of the Uniform Guidance because we expended less than \$750,000 in federal funds during the related fiscal year. **(Please complete page 2.)**

Other -- We are not subject to the Single Audit requirements because: **(Please complete page 2.)**  
— Our organization is for profit (fill in page 2).  
— Other (explain) \_\_\_\_\_  
(fill in page 2)

*I certify that the above-marked information accurately represents the organization of which I am a representative. Furthermore, I hereby certify that all relevant materials findings in the audit report, if completed, have been disclosed.*

Signature: Kara Z Riebold Title: Executive Director Date: 3/17/2023

Name: Kara Riebold Phone: 509-288-0179 Email: kara@portwhitman.com

Organization Name: Petrichor Broadband, LLC

Address: 302 N Mill Street

City/State/Zip Code: : Colfax, WA 99111

Website address of audit report or financial statements: N/A

**For Uniform Guidance exempt entities, please complete the following:**

We are certifying that, **for the fiscal year ending** \_\_\_\_\_, **2022 (fill in date)**, we have annual financial statements that have been reviewed or audited by an independent audit firm and the financial statements received an unqualified opinion from our independent certified public accountants.

1. Does your organization have a financial management system that provides records that can identify the source and application of funds for award-supported activities (Reference FAR 52.216-7)?  **Yes**  **No**
2. Does your organization's financial management system provide for the control and accountability of project funds, property and other assets?  **Yes**  **No**
3. Does your organization's procurement system allow for free and open competition and eliminate or reduce conflict of interest in the procurement process?  **Yes**  **No**

In lieu of an Uniform Guidance audit, we enclose the following for your records:

- An audited financial statement
- An independent auditor's management letter
- Other: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Sub-recipient's Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Website address of audit report or financial statements: \_\_\_\_\_