



**CITY COUNCIL MEETING  
WEDNESDAY, SEPTEMBER 19, 2023  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Before 4 pm on (September 19, 2023) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/82653619911?pwd=M01xV2xRTktTN2U2aU1EV2djclRvZz09>

Meeting ID: 826 5361 9911

Passcode: 730566

One tap mobile

+12532158782,,82653619911#,,,,\*730566# US (Tacoma)

+12532050468,,82653619911#,,,,\*730566# US

Find your local number: <https://us06web.zoom.us/j/82653619911?pwd=M01xV2xRTktTN2U2aU1EV2djclRvZz09>

**WRITTEN PUBLIC COMMENTS**

If you wish to provide written public comments for the council meeting, please email your comments to [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org) by 4:00 p.m. the day of the council meeting and include all the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

\*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

**Questions or Need Assistance? Please contact City Hall at 509-565-5000**

## REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
  - A. Public Safety
  - B. Council Comments
  - C. Mayor
  - D. City Administrator & City Staff
6. **WORKSHOP DISCUSSION**
  - A. Shipping Container Ordinance 1115
7. **ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **September 5, 2023**, minutes.
    - ii. Approve **September 19, 2023**, Claim Warrants **50521** through **50572** in the amount of **\$615,312.63**, Payroll Claim Warrants **50513** through **50520**, and Payroll Payable Warrants **30030** through **30038** in the amount of **\$158,407.72**.
    - iii. Spokane Regional Clean Air Agency Nomination of Board Appointee
    - iv. Broadlinc Agreement
8. **RESOLUTIONS**
  - A. Resolution 23-625 CDBG Cooperation Agreement Amending Resolution 23-603
9. **PUBLIC HEARING** – None scheduled.
10. **ORDINANCES** – None scheduled.
11. **EXECUTIVE SESSION** – None scheduled.
12. **EMERGENCY ORDINANCES** – No items listed.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**

**CITY OF MEDICAL LAKE  
City Council Regular Meeting**

6:30 PM  
September 05, 2023

**MINUTES**

Council Chambers  
124 S. Lefevre Street

**NOTE: This is not a verbatim transcript.** Minutes contain only a summary of the discussion. A recording of the meeting is on file and available from City Hall.

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Art Kulibert  
Don Kennedy  
Bob Maxwell  
Tony Harbolt  
Ted Olson

**Administration/Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Scott Duncan, Public Works Director  
Steve Cooper, WWTP Director  
Glenn Horton, Parks & Rec Director  
Sean King, City Attorney  
Roxanne Wright, Administrative Asst.  
Elisa Rodriguez, City Planner

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3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

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## REGULAR SESSION – 6:30 PM

### **1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.

### **2. AGENDA APPROVAL**

- A. No changes. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

### **3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Diane Nichols, resident of Medical Lake – e-mailed comments to council regarding shipping container ordinance. Had questions and requested clarification.

### **4. REPORTS**

#### A. Council Comments

- i. Councilmember Pritchard – no report
- ii. Councilmember Shaffer – excited to be here.
- iii. Councilmember Kennedy – no report
- iv. Councilmember Kulibert – no report. Suggested to Mayor Cooper that councilmember Shaffer be appointed to Finance Committee to fill former councilmember Starr's place. Mayor Cooper stated that committee assignments will be reviewed soon.
- v. Councilmember Maxwell – no report.
- vi. Councilmember Olson – no report.
- vii. Councilmember Harbolt – no report.

#### B. Mayor – no report at this time.

#### C. City Administrator & City Staff

- i. City Administrator, Sonny Weathers - gave quick update on Gray Road fire, all evacuations lifted. Weekly community meetings will take place at 6:30 pm on Wednesdays at Medical Lake High School gym and will be available via Zoom. Tomorrow's topic (September 6<sup>th</sup>) will be debris management then the following week will be forest recovery (with DNR). Meeting will consist of sharing information and resource updates and hearing from community members. Long term recovery group being organized, next meeting is Thursday, Sept. 7<sup>th</sup>, 5:30 pm at Spokane Community College, Lair Center. Essentially a board where resources are collected and decisions made to allocate them. Spokane Regional Clean Air Agency (SRCAA) has a vacancy on board of directors, would like representative from Medical Lake. Nominations due September 20th. Gave update on city road projects. Library roof replacement completed.
- ii. Finance Director, Koss Ronholt - utility account update. Will write off utility accounts for houses that were lost, finance committee discussed and agreed. Will bring forward at next council as a resolution for payment.
- iii. Dave Yuhas, Code Enforcement Officer – Code Enforcement Report
  - 1. See attached presentation.

### **5. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – none.**

### **6. WORKSHOP DISCUSSION**

- A. Broadband Feasibility Study via Broadlinc, Ariane Schmidt and Joe Poire
  - i. See attached summary.
  - ii. Council is in agreement to move forward with the study.

- B. Special Events – Glen Horton, Parks and Recreation Director
  - i. Discussed issue of special events. Wants to change code to be more up to date with surrounding communities. 100 people or more warrants a special event permit. Road closures will be included in this. Create an ordinance to define special event parameters. Sonny shared that WCIA did audit and focused on special events.

## 7. ACTION ITEMS

- A. Consent Agenda
  - i. Approve **August 15, 2023**, and **August 29, 2023**, minutes.
    - 1. Motion to approve August 15, 2023 minutes made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0. Motion to approve August 29, 2023 minutes made by councilmember Pritchard, seconded by councilmember Kulibert, carried 5-0-2 with councilmembers Kennedy and Harbolt abstaining because they were not in attendance for the meeting.
  - ii. Approve **September 5, 2023**, Claim Warrants **50463** through **50512** in the amount of **\$128,099.14**.
    - 1. Finance committee reviewed and councilmember Kulibert motioned to approve, seconded by councilmember Harbolt, carried 7-0.

## 8. RESOLUTIONS

- A. Resolution 23-620 Rent.fun Service Agreement
  - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Olson, carried 7-0.
- B. Resolution 23-623 BuyBoard ILA Purchasing Cooperative
  - i. Koss explained how the cooperative will work. Allows the city to choose from already vetted bids. Cooperative does the requests and compiles list of lowest bidders. Motion to approve made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.
- C. Resolution 23-624 EWU Groundwater Contract for Services
  - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 6-0-1 with councilmember Pritchard abstaining due to his involvement with the study.

## 9. PUBLIC HEARING – None scheduled.

## 10. ORDINANCES

- A. Second Read Ordinance 1115 Shipping Containers
  - i. City Planner, Elisa Rodriguez gave update and shared that the ordinance in packet is redlined with proposed amendments. Clarified redlined sections and addressed questions. Mayor would like to add language to specify containers “not to be used for habitation”.
  - ii. Motion to accept as written made by councilmember Kulibert, no second. Motion failed. Motion to table to next meeting made by councilmember Shaffer, seconded by councilmember Kulibert, motion failed 2-5 with councilmembers Kulibert and Shaffer voting aye, all others voting nay. Motion to send ordinance back for additional workshop made by councilmember Kulibert, seconded by councilmember Maxwell, carried 5-2 with councilmembers Harbolt and Olson voting nay.

## 11. EXECUTIVE SESSION – None scheduled.

## 12. EMERGENCY ORDINANCES – No items listed.

**13. UPCOMING AGENDA ITEMS**

- A. None listed.

**14. INTERESTED CITIZENS**

- A. Lance Speirs, resident – spoke on language for shipping containers being used during building and the time limit of 2 weeks without permit.
- B. Lahnne Henderson, resident – commented on shipping container ordinance.
- C. Mayor shared about community meeting tomorrow night. Also shared that SpokaneRealtor.com has a \$1500 grant available to residents affected by the wildfire. Red Cross at Redemption Church daily, 10 am – 6 pm. Encouraged citizens to register with them.

**15. CONCLUSION**

- A. Motion to conclude meeting at 8:13 pm made by councilmember Pritchard, seconded by councilmember Kulibert, carried 7-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

DRAFT

## PROPOSAL FOR BROADLINC MEMBER CITY FEASIBILITY STUDIES

### PURPOSE

BROADLINC was formed to oversee public broadband infrastructure capacity enhancements on behalf of its membership including robust digital equity strategies to increase adoption and access for households, business and anchor institutions. BROADLINC acknowledges focus for identified populations in the Federal Digital Equity Act for BEAD funding in its priorities for implementation projects:

- Households with income is under 150% of the federal poverty level
- Aging Individuals
- Incarcerated, or formerly incarcerated, individuals
- Veterans
- Individuals with disabilities
- Individuals of racial or ethnic minority groups
- Individuals who primarily reside in a rural area
- Individuals with a language barrier, including those who are English learners, or have
- Households with low levels of literacy

Additionally, the Washington State Legislature has also identified “Underserved Populations” in HB 1723 which must be considered in state digital equity planning:

- Children and youth in foster care
- Individuals experiencing housing instability

BROADLINC recognizes each member city, town and unincorporated area within the county is unique. Hence, the solutions to address broadband needs for each community and its constituents must also be tailored and unique.

Traditionally, broadband feasibility studies have been funded through WA CERB Board awards. However, funding for this activity has ceased. Therefore, BROADLINC desires to create localized approach to feasibility studies to inform and direct its Board and membership city stakeholders in best fit solution recommendations within the constraints of the numerous funding opportunities that lie ahead.

### DELIVERABLES

A feasibility study may be conducted for each BROADLINC member city or town with a signed ILA. The approach will consist of a standard set of critical components as required by State and Federal funding sources. These include, but are not limited to:

- FCC Fabric Broadland Services Locations (BSL)
- Reported discrepancies is reported areas of service quality discrepancy (basis of BEAD services challenge) process to allow for BLS eligible areas
- Digital Equity Divide Score including current ACP subscriber rate and BEAD eligible covered populations within the geographic
- Infrastructure gaps (fiber, wireless, other) at the middle mile and last mile (aka Fiber to the Home FFTH) level, including legacy infrastructure that may need to be updated
- Options for interim solutions for near term capacity (Examples include semi-fixed wireless) while long term solutions are constructed

**RECOMMENDATIONS**

Based on the identified outcome deliverable for each study, next step recommendations will be prepared for the elected leadership for each town, city or unincorporated area. Components will give options for various combination of Risk, Ownership and Revenue models in the execution path for the roles of the (1) city/town (2) BROADLINC (3) private sector (ISP) engagement.

**TIMELINE**

Each study is expected to be conducted within 4-6 weeks with a preliminary report to the municipal leadership for review and comments. The final report will be submitted to the town/city legislative body and BROADLINC board.

**COST AND FUNDING**

Each study will be allocated up to \$15,000 for contracted technical and professional services to perform the analysis and technical writing. Oversight will be done by BROADLINC. The funding source will be the Spokane County ARP Funding Award from the Broadland Other Eligible Category (5.21) up to a total of \$200,000. All studies will be concluded before December 31, 2026.

**OUTCOME**

The feasibility will be used for the basis of funding requests and grant proposals.



Amended to 9/5/23 CC Minutes

*Moving forward*



*Obstacles*

*Cases*

*Intro*

# Medical lake Code Enforcement

CITY COUNCIL UPDATE  
MAY - AUGUST 2023

## Code Enforcement Officer Dave Yuhas

Started April 10th 2023

The mission of Medical Lake Code Enforcement

Empowered by the City Council, The Medical Lake Code Enforcement Officer strives to create a clean, safe, and healthy environment for residents and businesses. This is achieved through education, inspections, and formal notices, working to achieve voluntary compliance with Municipal Codes.

*Moving forward*



*Obstacles*

*Cases*

*Intro*

# Medical lake Code Enforcement

CITY COUNCIL UPDATE  
MAY - AUGUST 2023

## Examples of cases

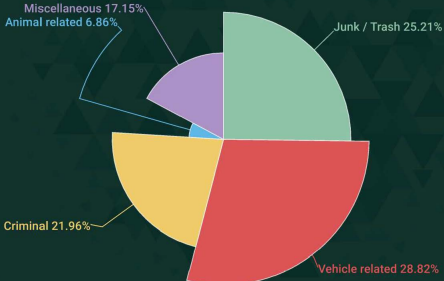
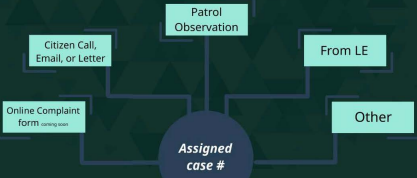
*Types*

*Current*

*What*

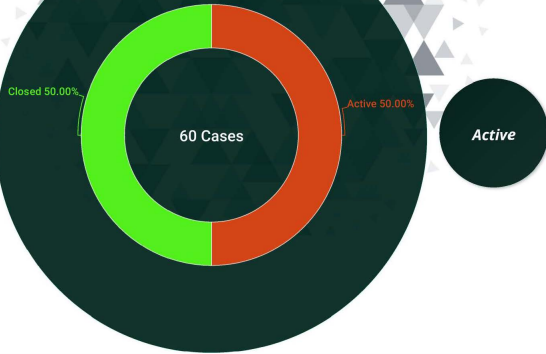
*Current*

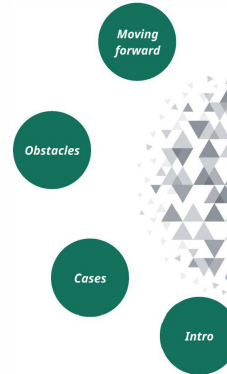
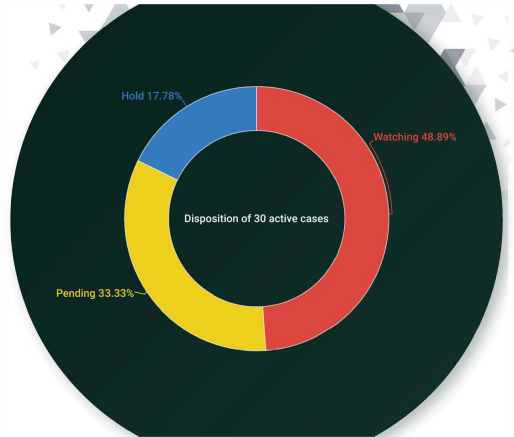
What gets a case number?



Current Case Load

As of 08/30/23  
60 recorded cases





# Medical lake Code Enforcement

CITY COUNCIL UPDATE  
MAY - AUGUST 2023



## Blighted Locations

- Homes with persistent issues -

There are several with a history

- Junk Vehicles
- Community support
- Outdated Code



## Chapter 8.32 - JUNK VEHICLES

"Junk vehicle" means a vehicle substantially meeting *at least three* of the following criteria:

- (1) Is three years old or older
- (2) Is extensively damaged, such damage including, but not limited to, any of the following: a broken window or windshield, missing wheels, tires, motor or transmission
- (3) It is apparently inoperable
- (4) Has an approximate fair market value equal only to the approximate value of the scrap in it.





### ***Municipal Code updates are needed***

- The Code Enforcement Officer position is vaguely defined in the Municipal Code.
- The line between - Code Enforcement Officer and Building Code Enforcement is blurry
- The MLMC mentions the Medical Lake Police Department (46) times.
- There are several parts of the MLMC that could use some "fine tuning" for easier enforcement and understanding.



### **Working with the community**

*Some may not have the resources to deal with their current issue.*

- Family member left them the situation.
- Not physically able to address it.
- Transportation issues.

***In some instances, a different approach may be necessary.***

We aim to collaborate with the community when necessary to help locate resources.



## **Medical lake Code Enforcement**

CITY COUNCIL UPDATE  
MAY - AUGUST 2023

Moving forward

Obstacles

Cases

Intro





**Plans moving forward**

- *Sheriff's Office Commission - The specifics of TBD.*
- *Create an internal Code Enforcement Policy.*
- *Make adjustments to MLMC that are outdated.*
- *Create new door knockers.*



**Thank you**

dyuhas@medical-lake.org

**From:** Diane Nichols <[hsteacher509@gmail.com](mailto:hsteacher509@gmail.com)>

**Sent:** Tuesday, September 5, 2023 11:42 AM

**To:** Sonny Weathers <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>; Mayor Terri Cooper <[tcooper@medical-lake.org](mailto:tcooper@medical-lake.org)>; Theodore Olson <[tolson@medical-lake.org](mailto:tolson@medical-lake.org)>; Chad Pritchard <[cpritchard@medical-lake.org](mailto:cpritchard@medical-lake.org)>; Art Kulibert <[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)>; Bob Maxwell <[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)>; Don Kennedy <[dkennedy@medical-lake.org](mailto:dkennedy@medical-lake.org)>; Tony Harbolt <[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)>; Keli Shaffer <[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)>

**Subject:** Second Reading of Ordinance

Dear Mayor, Administrator and Council Members,

Diane Nichols  
Medical Lake Resident  
Agenda Item 10A Ordinance 115

I am once again expressing my concern over this ordinance to allow shipping containers throughout Medical Lake in all zoning areas. I urge you to reconsider this and vote no.

There is no way for this ordinance to be enforced and I can only conclude that all of you know that based on what I witnessed at the last council meeting.

At the last meeting, there was already a question raised by a resident about those who have a 40 foot container or other sizes on their property that do not meet the ordinance requirements. The city administrator stated they could apply for a variance. Council Member Kennedy stated that this would apply to containers going forward once the ordinance is in place. That leads me to conclude that we are going to grandfather in existing structures that will be exempt from the requirements around such containers. Are those positions stated in the ordinance? If not, then how can some officials change what the ordinance states without any votes on the changes? If the city officials are already making exemptions to the ordinance before it is fully passed, what is the point? I would like to see this clarified/discussed at the council meeting tonight. If these exemptions are going to be the norm then everyone needs to go on public record supporting it.

There is absolutely no way for a PART TIME Code Enforcement Officer to follow up on the placement, painting, logos, appropriate screening and upkeep of these containers which will pop up all over the city. Is the city planner or building inspector going to be involved? Do they have authority to enforce code violations? What will be the penalty for code violation? It is not humanly possible for Code Enforcement to do it all, so what is the plan for enforcement?? This needs to be explained in the council meeting while discussing this second reading of the ordinance.

Once again, I will raise the very real concern that people will be living in these in spite of the stipulations in the ordinance. How do I know that? We already have people living in RVs in yards, driveways or on the street around this city and they have been there for months (prior to the fire). I can pinpoint three that have been in use all summer. I noticed a fourth this past week, I don't know if that is someone displaced from the fire or not. The point is that the city has done nothing about these RVs (and I am sure there are more than I know of), so there is no feasible way to prevent these containers from being turned into tiny homes. If I can see these examples, I am sure you are aware also. Then I can only conclude that you are ok with that. Otherwise, there is no justification for allowing these containers in residential areas that history proves will be used for purposes other than listed in the ordinance. I

would like this discussed in the meeting and for it to be public record as to how you could possibly enforce or prevent this. Current evidence around the city shows that it can't be done.

If you are wanting to have a theme or brand for this city to draw tourists, this is not the way to do it. We have derelict, junk vehicles with expired tabs all over different neighborhoods; large lots and yards filled with noxious weeds and trash; Rvs, boats, flatbed trailers parked everywhere; loose dogs (see my post on Medical Lake Facebook Community Post page 9/4/23 regarding loose dog incident over the weekend); none of these citizen concerns are being addressed. How can you, as responsible City Administration and Council Members pass this ordinance in good conscience without a plan for enforcing it? Why are citizen concerns about the deterioration of this city not addressed but you just add to the problem? How do you expect citizens to support your vision and endeavors when you ignore our comments and concerns?

I cannot support this ordinance and I cannot support any administration or council members who ignore citizen concerns and continue to add to the problem.

Respectfully,  
Diane Nichols





1610 S. Technology Blvd., Suite 101  
Spokane, WA 99224  
[SpokaneCleanAir.org](http://SpokaneCleanAir.org)

**Certified Mail: 7021 0350 0001 0786 7616**

August 21, 2023

CITY OF MEDICAL LAKE  
ATTN MAYOR COOPER  
PO BOX 369  
MEDICAL LAKE WA 99022-0369

**Subject: City Selection Committee – NOMINATION of Board Appointee**

Dear Mayor Cooper:

It is time for the City Selection Committee (RCW 70A.15.2010) to appoint their representative to the Spokane Regional Clean Air Agency (SRCAA) Board of Directors. The term of the appointment will begin on January 1, 2024 and expire on December 31, 2027.

In 2017, changes were made to RCW 70A.15.2020 governing the City Selection Committee process for air pollution control agencies. One of the changes is that the Spokane County Auditor no longer conducts the City Selection Committee process. SRCAA now conducts the City Selection Committee process.

State law allows a City Selection Committee to vote for their appointee by mailed ballot, as an alternative to meeting in person. For the convenience of the Spokane County Mayors, I have chosen to conduct the selection process by this alternate method which was previously used by the Spokane County Auditor.

Enclosed is your form for nominating your preferred appointee to the Board to represent the eleven cities and towns that comprise the city selection committee. Please observe the instructions below, in order to ensure that the nomination process conforms to the law.

State law requires notice to the general public of the impending appointment by publication in a newspaper of general circulation. The public notice period has been established to coincide with the period of time between this notification to the mayors and the dates of nomination and actual voting on an appointee. This is to give the public an opportunity to express their opinions to the mayors regarding possible appointees from the City Selection Committee to the SRCAA Board. Accordingly, on August 20, 2023 a public notice was published in the Spokesman Review to inform the public of the notification period, which will expire on September 3, 2023.




1. **When you receive your nomination form, stamp the date of receipt in the first portion of the form. DO NOT MARK THE FORM IN ANY OTHER WAY AT THIS TIME.**
2. **Between September 6 and September 20, 2023, write in the name of your nominee, the date on which you completed the form, and your signature.**
3. **Return your completed nomination form to the address below. The form must be dated and postmarked between September 6 and September 20, 2023.**

***Spokane Regional Clean Air Agency  
1610 S Technology Blvd, Ste. 101  
Spokane, WA 99224***

*It is important that you not mark your form, other than date-stamping it, until September 6, 2023, in order for the public notice period to expire first. This will give the public adequate opportunity to comment to any of the mayors on potential appointees, as would normally be the case if the selection occurred in a public meeting.*

If you have any questions, please call me at 509-477-4727 ext 121.

Sincerely,



Scott Windsor  
Executive Director

**SPOKANE COUNTY CITY SELECTION COMMITTEE  
2023 OFFICIAL NOMINATION FORM**

This form is for the nomination of one appointee by the Spokane County Mayors to the Board of the Spokane Regional Clean Air Agency. The appointee ultimately selected from this nominating process will serve a term commencing on January 1, 2024 and ending on December 31, 2027. The form must be completed and postmarked on or after **September 6 and September 20, 2023.**

**Mail to: Spokane Regional Clean Air Agency Executive Director, 1610 S Technology Blvd, Ste.101, Spokane, WA. 99224.**

UPON RECEIPT  
MAYOR'S SELECTION  
EXECUTIVE DIRECTOR'S USE ONLY

Received By City/Town: \_\_\_\_\_

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

By: \_\_\_\_\_

-----  
I am Mayor \_\_\_\_\_ of the City/Town of \_\_\_\_\_

My choice as nominee for the small cities and towns appointment to the Spokane Regional Clean Air Agency Board

is \_\_\_\_\_

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

(Must be on or between September 6 and September 20, 2023)

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

-----  
Date Postmarked: \_\_\_\_\_

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE  
EXECUTION OF AN INTERLOCAL  
AGREEMENT BETWEEN SPOKANE  
COUNTY AND SPOKANE REGIONAL  
BROADBAND PUBLIC DEVELOPMENT  
AUTHORITY REGARDING THE  
ASSIGNMENT OF ASSETS AND  
DIRECTION OF OPERATION FUNDS  
RELATED TO THE WASHINGTON STATE  
BROADBAND OFFICE COMMERCE  
AWARD FOR THE SEMI-FIXED  
WIRELESS-FIBER CAPACITY  
EXPANSION PROJECT

**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 (“County”); and

**WHEREAS**, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County (“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 the County property and management of county funds and business; and

**WHEREAS**, on May 16, 2023, the Board of County Commissioners, under Spokane County Resolution 2023-0342, accepted a grant award in an amount not to exceed FOUR MILLION SIX HUNDRED THOUSAND EIGHTY-SIX DOLLARS AND ZERO CENTS (\$4,686,000.00) and entered into a contract with the Washington State Department of Commerce State Broadband Office (“DOC”) for a Semi-Fixed Wireless-Fiber Capacity Expansion Pilot Project (“DOC Contract”); and

**WHEREAS**, the terms of the DOC Contract required that all capital components for the project be purchased, manufactured and ready for deployment by June 20, 2023; and

**WHEREAS**, on June 2, 2023, under Spokane County Resolution 2023-0369, the Board of Commissioners approved a sole source agreement with New J LLC ( “New J”) to complete the aforementioned requirements of the DOC Contract (“New J Contract”); and

**WHEREAS**, by June 30, 2023, New J had fulfilled all of the requirements for capital acquisition, and received payment approval by DOC for an amount totaling THREE MILLION SEVEN HUNDRED AND TWENTY-SEVEN THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS AND THREE CENTS (\$3,727,194.03) in reimbursements for capital assets; and

**WHEREAS**, by June 30, 2023, Spokane County received payment approval by DOC for

an amount totaling FIVE HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND FORTY ONE CENTS (\$592,719.41) for indirect costs allowed by the award; and

**WHEREAS**, pursuant to the provisions of RCW 43.330.530 through -.538, Spokane County may coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions is to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved and unserved communities and populations in Spokane County; and

**WHEREAS**, on December 13, 2022, under Resolution No. 2022-0845, the Board of County Commissioners created the Spokane Regional Broadband Public Development Authority (“BROADLINC”) to oversee all activities related to broadband infrastructure capacity, expansion and operation in Spokane County; and

**WHEREAS**, BROADLINC is a Public Development Authority as authorized by RCW 35.21.730 through RCW 35.21.759 and created pursuant to Spokane County Resolution 22-0845, to (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

**WHEREAS**, BROADLINC will undertake the above public functions by providing broadband infrastructure and services delivery enhancements, including, but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services in an effort to expand broadband coverage to rural cities and towns and unincorporated areas throughout Spokane County; and

**WHEREAS**, pursuant to the provisions of RCW 35.21.730(1) any county creating a public development authority may transfer to such public development corporation with or without consideration, any funds, real or personal property, property interest, or services; and

**WHEREAS**, chapter 39.34 RCW (the “Interlocal Cooperation Act”) also authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, pursuant to the provisions of RCW 35.21.730(1), the County desires to transfer and assign to BROADLINC the equipment, agreements, contracts, licenses, capital components, the remaining unallocated cash and other assets it owns or controls pursuant to the DOC Contract (“DOC Contract Assets”) in conjunction with BROADLINC carrying out its responsibilities as set forth in its charter adopted by the Board of County Commissioners under Resolution No. 2022-0845.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Spokane, Washington, pursuant to the provisions of RCW 36.32.120(6), RCW 35.21.730(1), and chapter 39.34 RCW, that the chair of the Board of County Commissioners, a majority of the Board of County Commissioners, the Board of County Commissioners or the Chief Executive Officer be and are hereby authorized to execute that document entitled “INTERLOCAL AGREEMENT

BETWEEN SPOKANE COUNTY AND SPOKANE REGIONAL BROADBAND PUBLIC DEVELOPMENT AUTHORITY” and all documents referenced therein, at other than an open meeting, whereby the County will transfer and assign to BROADLINC the equipment, agreements, contracts, licenses, capital components, the remaining unallocated cash and other assets it owns or controls pursuant to the DOC Contract (“DOC Contract Assets”) in conjunction with BROADLINC carrying out its responsibilities as set forth in its charter adopted by the Board of County Commissioners under Resolution No. 2022-0845.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of Sept. 2023.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Mary L. Kuney  
MARY L. KUNEY, CHAIR

Josh Kerns  
JOSH KERNS, VICE-CHAIR

Gianna Vasquez  
Gianna Vasquez  
Clerk of the Board

Al French  
AL FRENCH, COMMISSIONER

Amber Waldref  
AMBER WALDREF, COMMISSIONER

Chris Jordan  
CHRIS JORDAN, COMMISSIONER

**INTERLOCAL AGREEMENT  
BETWEEN SPOKANE COUNTY AND  
SPOKANE REGIONAL BROADBAND PUBLIC DEVELOPMENT AUTHORITY**

*(Regarding the assignment of assets and direction of operation funds related to the  
Washington State Broadband Office Commerce Award for the  
Semi-fixed Wireless Capacity Expansion Project)*

This INTERLOCAL AGREEMENT (this “Agreement”) is entered into this 5th day of Sept., 2023 (the “Effective Date”) between Spokane County, a political subdivision of the State of Washington, acting by and through its Board of Commissioners (as “County”), and Spokane Regional Broadband Public Development Authority, a Public Development Authority created pursuant to RCW 35.21.730-759 (as “BROADLINC”), who are singularly referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, on May 16, 2023, the Spokane County Commissioners, via Spokane County Resolution 2023-0342, accepted a grant award in an amount not to exceed FOUR MILLION SIX HUNDRED THOUSAND EIGHTY-SIX DOLLARS AND ZERO CENTS (\$4,686,000.00) and entered into a contract with the Washington State Department of Commerce State Broadband Office (as “DOC”) for a Semi-Fixed Wireless- Fiber Capacity Expansion Pilot Project (the “DOC Contract”); and

WHEREAS, the terms of the DOC Contract required that all capital components for the project be purchased, manufactured and ready for deployment by June 20, 2023; and

WHEREAS, on June 2, 2023, via Spokane County Resolution 2023-0369, the Spokane County Board of Commissioners approved a sole source agreement with New J LLC (as “New J”) to complete the aforementioned requirements of the DOC Contract (the “New J Contract”); and

WHEREAS, by June 30, 2023, New J had fulfilled all of the requirements for capital acquisition, and received payment approval by DOC for an amount totaling THREE MILLION SEVEN HUNDRED AND TWENTY-SEVEN THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS AND THREE CENTS (\$3,727,194.03) in reimbursements for capital assets; and

WHEREAS, by June 30, 2023, Spokane County received payment approval by DOC for an amount totaling FIVE HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND FORTY ONE CENTS (\$592,719.41) for indirect costs allowed by the award; and

WHEREAS, on December 13, 2022, via Resolution 2022-0845, the Spokane County Commissioners created the Spokane Regional Broadband Public Development Authority (BROADLINC) to oversee all activities related to broadband infrastructure capacity, expansion and operation in Spokane County; and

WHEREAS, BROADLINC is a Public Development Authority as authorized by RCW

35.21.730 through RCW 35.21.759 and created pursuant to Spokane County Resolution 22-0845, to (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

WHEREAS, BROADLINC will undertake the following public functions by providing broadband infrastructure and services delivery enhancements, including, but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services in an effort to expand broadband coverage to rural cities and towns and unincorporated areas throughout Spokane County; and

WHEREAS, pursuant to the provisions of RCW 43.330.530 - .538, Spokane County may coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions is to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved and unserved communities and populations in Spokane County; and

WHEREAS, pursuant to the provisions of RCW 35.21.730(1) any county creating a public development authority may transfer to such public development corporation with or without consideration, any funds, real or personal property, property interest, or services; and

WHEREAS, Chapter 39.34 RCW (the "Interlocal Cooperation Act") also authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, it is in the best interests of the citizens of Spokane County for area public-safety agencies to reduce costs and increase efficiency by cooperating and having BROADLINC coordinate the operation and management of the area's broadband infrastructure, and this Agreement is consistent with those interests.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals which are incorporated herein by reference, the County hereby agrees to transfer and assign, and BROADLINC agrees to accept, the equipment, agreements, contracts, licenses, capital components, the remaining unallocated cash and other assets it owns or controls pursuant to the DOC Contract (collectively, the "DOC Contract Assets") to BROADLINC as specifically detailed in this Agreement.

1. Purpose of this Agreement. The purpose of this Agreement is to detail the duties and obligations of the Parties such that, upon completion, the goal of transferring full control, ownership and responsibility for the DOC Contract Assets to BROADLINC will have been accomplished.
2. County Obligations.
  - 2.1 Assets. The County agrees to sell, convey and transfer the assets and equipment



described on the Bill of Sale attached hereto as **Exhibit A**, which were previously purchased with DOC Contract funds under the New J Contract.

2.2 Cash. Based upon the representations made herein by BROADLINC, that it is ready and able to take full responsibility for the operation and maintenance of assets described in **Exhibit A** and perform the rights and obligations associated with the contracts attached hereto as **Exhibit B** and **Exhibit C**, the County agrees to transfer up to FIVE HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND FORTY ONE CENTS (\$592,719.41), reserving only the County's administrative costs incurred in securing the DOC Contract funds, (indirect and administrative funds) as mutually agreed to by the Parties, to BROADLINC, which funds are intended to be used by BROADLINC for the indirect costs associated with the fulfillment of the DOC Contract objectives as described therein and for other lawful expenditures.

2.3 Contracts.

2.3.1 The County agrees to transfer and convey the County's rights and obligations under Spokane County Resolution 2023-0342 and the DOC Contract, which are attached hereto as **Exhibit B**.

2.3.2 The County agrees to transfer and convey the County's rights and obligations under Spokane County Resolution 2023-0369 and the New J Contract as described in the Novation Agreement attached hereto as **Exhibit C**.

3. BROADLINC Obligations.

3.1 Assets and Equipment. BROADLINC shall assume full responsibility for the assets, equipment, components, utilities, and licenses detailed on the attached **Exhibit A**.

3.2 Contractual Obligations. BROADLINC shall assume full responsibility for the obligations of the DOC Contract attached hereto as **Exhibit B** and the Novation Agreement attached hereto as **Exhibit C**.

3.3 Cash. BROADLINC agrees to accept the transfer of cash from the County as described in Section 2.2 above, and for the purposes described in the DOC Contract and other lawful expenditures.

4. Termination. This Agreement shall terminate when the Parties, through their designated representatives, agree in writing that the duties, obligations and responsibilities of both Parties detailed in this Agreement have been fulfilled and completed.

5. Amendment. This Agreement may be amended at any time as evidenced by a writing executed by both Parties.

6. Indemnity. Each Party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other Party harmless from any such liability. In the case of negligence by both Parties, any damages allowed will be levied in proportion to the percentage of negligence attributable to each Party and each Party will have the right to seek contribution from the other responsible



Party in proportion to the percentage of negligence attributable to the other Party.

7. Jurisdiction and Venue. This Agreement has been and will be construed as having been made and delivered within the State of Washington, and it is agreed by each Party hereto that this Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Spokane County, Washington.
8. Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict there with will be deemed modified to conform to such statutory provision.
9. Entire Agreement. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
11. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
12. Execution and Approval. The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for the purpose of confirming this Agreement.
13. Notices and Parties Representatives. All notices called for or provided for in this Agreement shall be in writing and must be served on any Party, either personally by certified mail, return receipt requested, or e-mail sent to the Party as designated hereinafter. The designated representative shall also be the Parties representative. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

<u>County Notices / Representative</u> Heather Arnold Grants Administrator W. 1116 Broadway Avenue Spokane, Washington 99260 <a href="mailto:harnold@spokanecounty.org">harnold@spokanecounty.org</a>	<u>BORADLINC Notices / Representative</u> Arane Schmidt BROADLINC Executive Director 1026 W. Broadway Avenue Spokane, Washington 99260 <a href="mailto:aschmidt@broadlin.org">aschmidt@broadlin.org</a>
--	--
14. Headings. The Section headings in this Agreement have been inserted solely for the purpose of convenience and reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.
15. Chapter 39.34 RCW Required Clauses:

- 15.1 Purpose: See Paragraph 1 above.
- 15.2 Duration: See Paragraph 4 above.
- 15.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 15.4 Responsibilities of Parties: See provisions above.
- 15.5 Agreement to be Filed: The Agreement shall be filed by each Party as provided for in RCW 39.34.040.
- 15.6 Financing: Each Party shall be responsible for the financing of its contractual obligations under this Agreement, if any, under its normal budgetary process.
- 15.7 Termination: See Paragraph 4 above.
- 15.8 Property upon Termination: Any property provided by any Party to meet its obligations under the terms of this Agreement, exclusive of that being transferred from the County to BROADLINC as provided for in the Agreement, shall remain the property of the Party upon termination.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**BROADLINC**

\_\_\_\_\_  
Terri Cooper, Board Vice-Chair

Approved as to Form:

\_\_\_\_\_  
Taud Hume  
Counsel to BROADLINC

**SPOKANE COUNTY**, operating through its  
Board of County Commissioners

  
Mary L. Kuncy, Chair

  
Josh Kerns, Vice-Chair

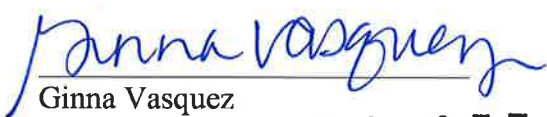
  
Al French, Commissioner

  
Amber Waldref, Commissioner

  
Chris Jordan, Commissioner



ATTEST:

  
Ginna Vasquez  
Clerk of the Board 23 - 0535

**EXHIBIT A**  
**to Interlocal Agreement**  
*(Bill of Sale)*

## BILL OF SALE

This BILL OF SALE (this "Agreement") is entered into this 5th day of Sept., 2023 (the "Effective Date") between Spokane County, a political subdivision, acting by and through its Board of Commissioners (as "Seller"), and Spokane Regional Broadband Public Development Authority, a Public Development Authority created pursuant to RCW 35.21.730-759 (as "Buyer"), who are singularly referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Seller is the owner of certain assets purchased by Seller using funds related to Washington State Department of Commerce Broadband Office grant/contract for a Semi-Fixed Wireless- Fiber Capacity Expansion Pilot Project (the "Contract"); and

WHEREAS, BROADLINC is a Public Development Authority as authorized by RCW 35.21.730 through RCW 35.21.759 and formed pursuant to Spokane County Resolution 22-0845, to (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

WHEREAS, pursuant to RCW 35.21.730(1) any county creating a public development authority may transfer to such public development corporation with or without consideration, any funds, real or personal property, property interest, or services; and

WHEREAS, Seller desires to transfer and convey to Buyer, and Buyer desires to acquire from Seller all of the assets listed Seller's asset listed and described on **ATTACHMENT 1** pursuant to the terms and conditions set forth herein (the "Acquired Assets").

### AGREEMENT

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Purchase Price. Buyer is acquiring the Acquired Assets for the amount of TEN DOLLARS (\$10.00) in currency of the United States (the "Purchase Price").
2. Conveyance. As of the Effective Date, Seller does hereby sell, bargain, transfer, grant, convey, assign and deliver to Buyer, and Buyer hereby accepts from Seller, all of the Acquired Assets.
3. Representations and Warranties of the Parties.
  - 3.1 Sellers are the owners of the Acquired Assets and the Acquired Assets are not subject to any liens or encumbrances.
  - 3.2 Sellers have authority to enter in and execute this Bill of Sale.

- 3.3 Sellers have no knowledge of any claim, litigation, proceeding or investigation pending or threatening against Sellers that might result in any adverse condition of the Acquired Assets being conveyed under this Agreement.
- 3.5 Subject to, and without in any way limiting, the representations and warranties of any Seller expressly set forth in this Agreement or any other express obligation of Sellers pursuant to the terms hereof, if any, Buyer agrees to purchase the Acquired Assets “as is”, “where is”, with all faults and conditions thereon. Any written or oral information, reports, statements, documents or records concerning the Acquired Assets provided or made available to Buyer, its agents or constituents by Seller, any of Seller’s agents, employees or third parties representing or purporting to represent the Seller, shall not be representations or warranties, unless specifically set forth herein. In purchasing the Acquired Assets or taking other action hereunder, Buyer has not and shall not rely on any such disclosures, but rather, Buyer shall rely only on Buyer’s own inspection of the Acquired Assets and the representations and warranties herein, if any . Buyer acknowledges that the Purchase Price reflects and takes into account that the Acquired Assets are being sold “as is”, “where is”, with all faults and conditions thereon and after purchase and sale will not hold Seller liable for any found faults.

These Representations and Warranties shall survive transfer and conveyance.

4. Execution and Delivery of Instruments/Further Assurances. Seller shall duly execute and deliver, or cause to be duly executed and delivered, all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully sell, bargain, grant, convey, transfer, assign, and deliver to and vest in Buyer the Acquired Assets hereby sold, granted, conveyed, transferred, assigned and delivered or intended so to be.
5. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
6. Complete Agreement. This Agreement constitutes the complete agreement between the Parties with respect to the purchase and sale of the Acquired Assets.
7. Counterparts. This Agreement may be executed in any number of counterparts by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts when taken together shall constitute one and the same instrument.

*[Remainder of page left intentionally blank. Signature page to follow.]*

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**BUYER:  
BROADLINC**

\_\_\_\_\_  
Terri Cooper, Board Vice-Chair


Approved as to Form:

\_\_\_\_\_  
Taud Hume  
Counsel to BROADLINC

**SELLER:  
SPOKANE COUNTY**

  
\_\_\_\_\_  
Scott Simmons  
Spokane County Chief Executive Officer

Approved as to Form:

  
\_\_\_\_\_  
James P. Emacio  
Special Deputy Prosecuting Attorney

**ATTACHMENT 1**  
**to Bill of Sale**  
*(Acquired Assets)*

**Attractive Assets (purchase value under \$5000 each)**

1. Quantity fifty-two (52) Cradle Point Vehicle Modems and Roof Mount Antenna. Inventory Number Assignment 79499 – 79550

**Capital Assets (purchase value over \$5000 each)**

1. Quantity eight (8) Computer on Wheels (COW) Telecommunications Towers with network equipment. Inventory Number Assignment 158717 – 158725
2. Quantity one (1) Disaster Recovery (DR) Computer on Wheels (COW) Telecommunications Tower with network equipment. Inventory Number Assignment 158728



**EXHIBIT B**  
**to Interlocal Agreement**  
*( DOC Contract )*



**EXHIBIT C**  
**to Interlocal Agreement**  
*(New J LLC Contract)*

**NOVATION AGREEMENT**  
*(New J LLC Contract)*

This Novation Agreement (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between Spokane County, a political subdivision, acting by and through its Board of Commissioners (as the "County" or "Transferor"), Spokane Regional Broadband Public Development Authority, a Public Development Authority created pursuant to RCW 35.21.730-759 (as "BROADLINC" or "Transferee"), and New J LLC, Washington State limited liability company, (as "New J" or "Remaining Party"), who are collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, on June 2, 2023, via Spokane County Resolution 2023-0369, the Spokane County Commissioner approved a contract with New J to complete a certain scope of work in furtherance of the Washington State Commerce , State Broadband Office Semi-fixed Wireless Fiber Capacity Expansion Pilot Project (the "Contract"); and

WHEREAS, BROADLINC is a Public Development Authority as authorized by RCW 35.21.730 through RCW 35.21.759 and formed pursuant to Spokane County Resolution 22-0845, to (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

WHEREAS, BROADLINC will undertake the following public functions by providing broadband infrastructure and services delivery enhancements, including, but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services in an effort to expand broadband coverage to rural cities and towns and unincorporated areas throughout Spokane County; and

WHEREAS, pursuant to RCW 35.21.730(1), any county creating a public development authority may transfer to such public development corporation with or without consideration, any funds, real or personal property, property interest, or services; and

WHEREAS, the Parties agree that it is in the best interests of the citizens of Spokane County for area public-safety agencies to reduce costs and increase efficiency by cooperating and having BROADLINC coordinate the operation and management of the area's broadband infrastructure, and this Agreement is consistent with those interests.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Contract Subject to This Novation Agreement. This Novation Agreement is entered into with reference to the Contract by and between Transferor and Remaining Party entitled "AGREEMENT BETWEEN SPOKANE COUNTY AND NEW J LLC IN

CONJUNCTION WITH THE PILOT FOR SEMI-FIXED WIRELESS-FIBER EXPANSION GRANT”, dated as of June 2, 2023 by the Transferor and May 30, 2023 by the Remaining Party, which is attached hereto as “**Attachment 1**” and incorporated herein by this reference, and which shall otherwise remain in full force and effect except as modified by this Agreement.

2. Novation Agreement. The Parties confirm and agree to the following:
  - 2.1 The Transferee shall be substituted for Transferor in the Contract and shall acquire all the rights and become obligated to perform all the duties of Transferor that are hereby fully assigned and delegated to Transferee. Transferee undertakes full performance of the Contract in the place of Transferor and makes a separate promise to faithfully and fully so perform.
  - 2.2 The Transferor confirms the transfer to the Transferee and waives any claims and rights against the Remaining Party that it now has or may have in the future in connection with the Contract.
  - 2.3 The Transferee agrees to be bound by and to perform the Contract in accordance with the conditions contained therein. The Transferee also assumes all obligations and liabilities of the Transferor under the Contract, as if the Transferee were the original party to the contract.
  - 2.4 The Remaining Party recognizes the Transferee as the Transferor’s successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interest of the Transferor in and to the Contract as if the Transferee were the original party to the Contract. Following the Effective Date of this Agreement, the term “COUNTY,” as used in the Contract, shall refer to the Transferee.
  - 2.5 Except as expressly provided in this Agreement, nothing herein shall be construed as a waiver of any rights of the Remaining Party against the Transferor for acts and omissions occurring prior to the Effective Date, nor is it intended by the Parties that Transferee be liable for the same.
3. Release of Transferor from Liabilities. In consideration of this novation, and except as otherwise limited or conditioned herein, Transferor shall be relieved of all obligations to perform under the Contract and shall be fully relieved of liability to any other party to this Agreement arising out of the Contract.

*[Remainder of page left intentionally blank. Signature page to follow.]*

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**TRANSFeree:**  
**BROADLINC**

\_\_\_\_\_  
Terri Cooper, Board Vice-Chair

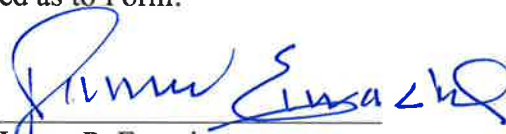
Approved as to Form:

\_\_\_\_\_  
Taud Hume  
Counsel to BROADLINC

**TRANSFEROR:**  
**SPOKANE COUNTY**, operating through its  
Board of County Commissioners

  
\_\_\_\_\_  
Mary Kunev, Chair  
23 - 0535

Approved as to Form:

  
\_\_\_\_\_  
James P. Emacio  
Special Deputy Prosecuting Attorney

**REMAINING PARTY:**  
**NEW J LLC**

\_\_\_\_\_  
Jerry Newman  
Chief Executive Officer

**ATTACHMENT 1**  
**to Novation Agreement**  
*(New J Contract)*

No. **23 - 0369**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVING A SOLE SOURCE )  
CONTRACT WITH NEWJ FOR THE SOUTH SPOKANE )  
COUNTY SEMI-FIXED WIRELESS CAPACITY )  
EXPANSION PILOT PROJECT )

**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 the Revised Code of Washington (“RCW”) 36.01.030, the powers of Spokane County (“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 of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, on May 16, 2023, in Resolution 2023-0342, Spokane County approved to receive an Interagency Agreement from the Washington State Broadband Office for a grant from the Washington State Department of Commerce for a Pilot Project; and

**WHEREAS**, pursuant to the provisions of RCW 36.32.270 and RCW 39.04.280, in the event that a purchase is clearly and legitimately limited to a single source of supply, upon resolution of the Board of County Commissioners declaring the existence of such sole source of supply and reciting the facts constituting the same, the Board may waive the competitive bid requirements of RCW Chapter 36.32 with reference to any purchase or contract; and

**WHEREAS**, by the Sole Source Declaration Request form dated May 30, 2023, attached hereto as Exhibit A and incorporated by reference, that New J LLC, 7916 W. Sunset Highway, Spokane, WA 99224, is the sole source of semi-fixed mobile equipment; and

**WHEREAS**, based on the reasons stated in the above-referenced Sole Source Declaration Request, Ariane Schmidt, Acting Executive Director for Broadline PDA, has requested that the competitive bidding requirements of RCW Chapter 36.32 with reference to any purchase or contract be waived; and that RCW 36.32.270 and RCW 39.04.280, Competitive Bidding Requirements-Exemptions, take precedent.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), the pilot will assist in addressing new deployment approaches for gap using semi-fixed mobile equipment; wherefore:

1. The requirements of RCW Chapter 36.32 with reference to any purchase or contract are, hereby, waived; and RCW 36.32.270 and RCW 39.04.280, Competitive Bidding Requirements-Exemptions, hereby, take precedence; and that the Board of County Commissioners declare New J LLC, 7916 W. Sunset Highway, Spokane, WA 99224, as the sole source for providing semi-fixed mobile equipment etc; and
2. Either the Chairman of the Board, majority of the Board, or Chief Executive Officer, are hereby authorized sign at other than a public meeting the agreement attached hereto as Exhibit B; and



3. Each and every recital set forth herein above is adopted as Findings of Fact in support of this award.

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each any every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same.

**APPROVED BY THE BOARD** this 2nd day of June 2023.



ATTEST:

*Ginna Vasquez*  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Mary L. Kuneey*  
Mary L. Kuneey, Chair

*Al French*  
Al French, Vice-Chair

*Josh Kerns*  
Josh Kerns, Commissioner

*Amber Waldref*  
Amber Waldref, Commissioner

*Chris Jordan*  
Chris Jordan, Commissioner



Spokane County Procurement  
1116 W. Broadway  
Spokane, WA 99260

RE: Sole Source Pilot for Semi-Fixed Wireless Expansion Grant

Good afternoon,

New J is presenting a complete trial solution for south Spokane County consisting of Semi-Fixed Towers, Private LTE Network and software applications for remote health care, education management (optional) and public safety mobile data. This combined solution is integrated together that allows end users to have function day 1. This prevents interoperability issues between hardware and software with this integrated solution.

1. Infrastructure (semi-fixed towers that support 3,000lbs, deploy in a day, allow co-location for revenue potential and can be re-located in future, less cost & time than a traditional tower build)
2. Private LTE Network (Fixed Wireless proposed and ability to support Mobile for expansion in future. Rich device ecosystem that has been integrated with software applications)
3. Application software (Remote Medical, Education Mgmt., IoT) that has been tested integrated to operate on the network

Most companies only focus on one of these areas above based on their abilities-comfort level. New J has combined these together in a complete solution with seamless interoperability. New J is the only company that provides all three listed above and committed to the deliverables at the time of County award acceptance.

This leaves getting things to work together up to the end client which usually results in lack of adoption and wasted financial investments. New J has integrated all of these to bring better value and support to end clients through their journey. Our two decades plus of experience building wireless networks for major wireless companies is a differentiating factor and value to Spokane County and its citizens.

Respectfully,

Ben Ealey  
VP Technology



**SOLE SOURCE DECLARATION FORM**

Pursuant to County Code 1.04.120, the following Two conditions must both apply to your request for a Sole Source:

1. This purchase is available from only one source, and there are no alternates, and
2. This purchase has product differentiation that makes it unique in some respect from all other products. The uniqueness or unique feature must be of demonstrably real importance and benefit in the way the end item is to be used. (please contact the purchasing department with any questions).

Has a Project Request Form or Requisition been completed? YES  NO  NA

(If no, please send a project request form or Requisition to the Purchasing Department in addition to this form)

<b>Estimated Total Cost (including tax etc.)</b>	\$4,260,000.00	<b>Start Date of Project:</b>	May 30, 2023	<b>Estimated End Date of Project:</b>	June 30, 2023
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The requesting agency must provide a response to the five questions below:

1. Explain why the requested good, service provider, supplier or manufacturer is the only product or service that can satisfy the requirements of the requesting department and explain why there are no alternates or why alternates are unacceptable. Be specific concerning specifications, features, characteristics, requirements, capabilities, compatibility and performance.

As authorized by WA State Commerce, Spokane County, at its discretion, is subcontracting grant funds directly with New J to achieve the pilot objectives and scope of work in such a manner to rapidly deploy flexible funds.

Specifically, the combination of the three (3) items below integrated together from a financial-technical-operational items afford a deliverable other companies are not able to do:

1. Infrastructure (semi-fixed towers that support 3,000lbs, deploy in a day, allow co-location for revenue potential and can be re-located in future, less cost & time than a traditional tower build)
2. Private LTE Network (Fixed Wireless proposed and ability to support Mobile for expansion in future. Rich device ecosystem that has been integrated with software applications)
3. Application software (Remote Medical, Education Mgmt, IoT) that has been tested integrated to operate on the network

Most companies only focus on one of these areas above based on their abilities-comfort level. New J has combined these together in a proprietary complete solution with seamless interoperability. New J is the only company that provides all three listed above and committed to the deliverables at the time of County award acceptance.



- ii. Explain why the requested good, services provider, supplier or manufacture is the only practicable available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming, claims made by distributors of exclusive distributorship for the product or service, if, that is cited as a reason for this Sole Source.

**NewJ has the patents to proprietary tower infrastructure to allow for the semi-fixed mobile requirement and has indicated that they will be able to acquire materials, build and deploy items needed for the pilot in the June 30, 2023 timeline required by WA State Commerce to include the validation of inter-connectivity of broadband projects between Spokane and Whitman counties. With both the patents for a specific process and unique service delivery this is the only firm provide that can provide this service as requested by Commerce for this pilot concept in the timeframe given ending June 30, 2023.**

- iii. Explain the consequence(s) to the County or Public, including an estimate of the impact (financial or otherwise), if this Sole Source is not declared.

**The pilot project would not occur and the award returned to WA Commerce.**

- iv. Explain why the price for this product or service is considered to be reasonable

**The budget for New J is the approved budget by WA Commerce to Spokane County in original grant award.**

- v. Explain the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayer's dollars.

**Due diligence was conducted by the project requestor, County Legal and County Grants Management and to meet the grant timeline and comply with the scope of work it was determined conditions were met for Sole Source declaration.**

*I hereby request that a sole source, as defined by RCW and/or County Code, be declared for procurement of the aforementioned statement of work, material, equipment, supply or service.*

*I hereby certify under penalty of perjury under the laws of the State of Washington that I have performed a diligent search to determine other sources for this necessary purchase and assert a good faith determination that there are no other source for this needed for this procurement request; the statements contained herein are truthful and accurate to the best of my knowledge and ability.*

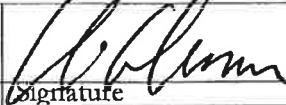
Ariane Schmidt	
Print Name of Department Head or Designee	Signature
<i>Ariane E. Schmidt</i>	
Department Name <i>BROADBAND</i>	Date <i>June 2, 2023</i>
<i>Acting Exec. Director</i>	



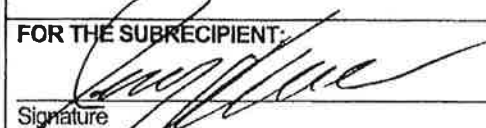
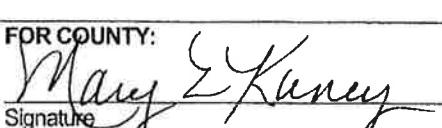
The Purchasing Department will have the section below completed and signed by the proper representative

The situation as stated on this form (please check all that apply):

- Does constitute a Sole Source Procurement
- Does not constitute a Sole Source Procurement
- Insufficient information to form an opinion

Chris Anderson	Chief Civil Deputy		6/2/23
Print Name	Title	Signature	Date

**AGREEMENT BETWEEN SPOKANE COUNTY AND NEW J LLC IN  
CONJUNCTION WITH THE PILOT FOR SEMI-FIXED WIRELESS-FIBER  
EXPANSION GRANT**

<b>1. Subrecipient</b> NEW J LLC 7916 W. Sunset Highway Spokane, Washington 99224		<b>2. Contract Amount</b>  \$4,260,000.00		<b>3. Tax ID#</b>  87-2458790	
				<b>4. UEI#</b>  HDN1D9AB8ME6	
<b>5. Subrecipient Representative</b> Jerry Newman, CEO NEW J LLC 7916 W. Sunset Highway Spokane, Washington 99224 (509) 598-7630 jnewman@newj.net			<b>6. County's Representative</b> Heather Arnold Grants Administrator 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org		
<b>7. Contract #</b>		<b>8. Grant ID#</b> 23-66233-017	<b>9. Start Date</b> 05/05/2023	<b>10. End Date</b> 06/30/2023	
<b>11. Funding Authority:</b> Washington State Department of Commerce					
<b>12. Federal Funds (as applicable)</b> N/A		<b>13. CFDA #</b> N/A	<b>14. Federal Agency:</b> N/A		
<b>15. Contractor Selection Process:</b> (check all that apply or qualify) <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Pre-approved by Funder			<b>16. Contractor Type: (check all that apply)</b> <input checked="" type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> For-Profit		
<b>17. Grant Purpose:</b> The purpose of the funds provided by the Washington State Department of Commerce is for Spokane County to deploy, in South Spokane County, a pilot for a semi-fixed wireless project to create immediate and mobile capacity in an unserved rural area. The service enhancement encompasses capacity in public safety response, remote access for mental health, behavioral and tele-health, educational access for residential, business, and anchor institutions across the project scope.					
<b>18. SPOKANE COUNTY and NEW J LLC, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.</b>					
<b>FOR THE SUBRECIPIENT:</b>			<b>FOR COUNTY:</b>		
					6-2-2023
Signature		Date	Signature		Date
JERRY NEWMAN		5/30/23	Mary L. Kurney		
Name		Name	Chair		
CEO					
Title		Title			

(FACE SHEET)

**WHEREAS**, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, this Agreement by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "COUNTY" having offices for the transaction of business as listed above and NEW J LLC ("NEWJ"), a Washington limited liability corporation, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

**WHEREAS**, this Agreement is non-exclusive and if it be in the COUNTY's best interest it may award work to other Subrecipients; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

**1. SERVICES**

- 1.1. NEWJ shall provide those services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

**2. COMPENSATION**

- 2.1. The COUNTY shall reimburse NEWJ an amount up to and will not exceed Four Million Two Hundred Sixty Thousand United States Dollars (\$4,260,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference.
- 2.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. NEWJ shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 2.3. It is the express understanding of the Parties that, under the terms of this Agreement, any reimbursement made by the COUNTY to NEWJ is contingent upon the COUNTY's receipt of funds from the Washington Department of Commerce (COMMERCE). No funds other than those provided to the COUNTY by COMMERCE will be used to reimburse NEWJ for any cost, fee, or expense arising from or relating to this Agreement.
- 2.4. In the event funds from Commerce are not received by the County, the County shall have no further obligations under this Agreement.
- 2.5. NEWJ will submit reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought and payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be directed to:

Heather Arnold, Grants Administrator  
Spokane County  
1116 West Broadway  
Spokane WA 99260  
[harnold@spokanecounty.org](mailto:harnold@spokanecounty.org)

- 2.5. Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by NEWJ.
- 2.6. Duplication of Billed Costs: NEWJ shall not bill the COUNTY for services performed under this contract, and the COUNTY shall not pay NEWJ if the contractor is entitled to payment or has been or will be paid by any other source, including grants/or contracts, for that service.
- 2.7. Disallowed Costs: NEWJ is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### **3. FRAUD AND OTHER LOSS REPORTING**

- 3.1. NEWJ 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 COUNTY Representative identified on the Face Sheet.

### **4. TERM**

- 4.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet or pursuant to termination procedures under this Agreement.

### **5. RELATIONSHIP OF THE PARTIES**

- 5.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in section 1 and described in Exhibit A will be solely with NEWJ. No agent, employee, servant or otherwise of NEWJ shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of NEWJ are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. NEWJ will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

### **6. VENUE STIPULATION**

- 6.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be



applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## **7. COMPLIANCE WITH LAWS**

- 7.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
- 7.1.1. Audits – 2 CFR Part 200;
  - 7.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
  - 7.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));
  - 7.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
  - 7.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352

(Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and

7.1.6. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

7.1.7. **Washington State Laws and Regulations:**

7.1.7.1. Affirmative action, RCW 41.06.020 (11);

7.1.7.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;

7.1.7.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;

7.1.7.4. Discrimination-human rights commission, Chapter 49.60 RCW;

7.1.7.5. Ethics in public service, Chapter 42.52 RCW;

7.1.7.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;

7.1.7.7. Open public meetings act, Chapter 42.30 RCW;

7.1.7.8. Public records act, Chapter 42.56 RCW; and

7.1.7.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

7.2. Historical Or Cultural Resources, Human Remains

7.2.1. Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". NEWJ will cooperate with COUNTY and COMMERCE as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, NEWJ or its subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, NEWJ shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe’s cultural staff or committee.

7.3. The Federal Communications Commission Environmental compliance for Communications Towers National Environmental Policy Act (NEPA).

7.3.1. All facilities constructed by or for FCC licenses or owned by registrants must comply with the Commission’s environmental regulations implementing NEPA (47 CRF 1.201-1.319). The regulations include requirements for compliance with Section 106 of the National Historic Preservation Act (NHPA) as well. When NEWJ has completed the NEPA for this project, they will submit completed review documentation to COMMERCE/WSBO.

**8. NON-DISCRIMINATION**

- 8.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which NEWJ will receive payment under the provisions of this Agreement.

**9. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101336**

- 9.1. NEWJ must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**10. CIVIL RIGHTS PROVISION**

- 10.1. NEWJ shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

**11. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

- 11.1. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at [www.lep.gov](http://www.lep.gov).

**12. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- 12.1. During the performance of this Agreement, NEWJ shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of NEWJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the NEWJ may be declared ineligible for further agreements

with the COUNTY. The NEWJ shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Agreement.

### **13. PAY EQUITY**

- 13.1. NEWJ agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:
  - 13.1.1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
  - 13.1.2. NEWJ may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
    - 13.1.2.1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels;
    - 13.1.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential; and
    - 13.1.2.3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.
- 13.2. This Agreement may be terminated if the COUNTY determines that NEWJ is not in compliance with this provision.

### **14. SUBCONTRACTOR DATA COLLECTION**

- 14.1. NEWJ will submit reports, in a form and format to be provided by the Washington State Department of Commerce to the COUNTY and passed on to NEWJ. Submittal of the reports will occur at intervals as set forth below in this contract, regarding work under this contract performed by NEWJ and/or its' subcontractors, including but not necessarily limited to minority-owned, woman owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **15. TERMINATION FOR CAUSE**

- 15.1. In the event COUNTY determines that NEWJ has failed to comply with the conditions of this contract in a timely manner, COUNTY has the right to suspend

or terminate this contract. Before suspending or terminating the contract, COUNTY shall notify NEWJ in writing of the need to take corrective action. If corrective action is not taken within ten (10) calendar days, the contract may be terminated or suspended.

- 15.2. In the event of termination or suspension, NEWJ shall be liable for all damages as authorized or permitted by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.
- 15.3. COUNTY reserves the right to suspend all or part of the contract, withhold further payments, recapture funds, or prohibit NEWJ from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by NEWJ or a decision by COUNTY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that NEWJ: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
- 15.4. The rights and remedies of COUNTY provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

## **16. TERMINATION FOR CONVENIENCE**

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

## **17. TERMINATION PROCEDURES**

- 17.1. Upon termination of this contract, COUNTY, in addition to any other rights provided in this contract, may require NEWJ to promptly deliver to COUNTY any property 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.
- 17.2. Contingent upon funding from COMMERCE, COUNTY shall pay to NEWJ the agreed upon price, if separately stated, for completed work and services accepted by COUNTY, and the amount agreed upon by NEWJ and COUNTY 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 COUNTY, 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 COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COUNTY may withhold from any amounts due NEWJ such sum as

the Authorized Representative determines to be necessary to protect COUNTY against potential loss or liability.

- 17.3. The rights and remedies of COUNTY 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
- 17.4. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, NEWJ shall:
  - 17.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
  - 17.1.2. Place no further orders for materials, services, or facilities related to the Agreement, and shall be responsible for any orders placed or other liability incurred related to this Agreement after the effective date of termination;
  - 17.1.3. Assign to COUNTY all of the rights, title, and interest of NEWJ under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by NEWJ to settle such claims must have the prior written approval of COUNTY; and
  - 17.1.4. 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;
  - 17.1.5. Transfer title to COUNTY and deliver in the manner, at the places and 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 COUNTY;
  - 17.1.6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
  - 17.1.7. 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 NEWJ and in which the Authorized Representative has or may acquire an interest.
- 17.5. Upon termination of the Agreement, COUNTY shall pay NEWJ for any service provided by NEWJ under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against any potential loss or liability, including recapture of funds by COMMERCE, resulting from the termination. COUNTY shall pay any withheld amount to NEWJ if COUNTY later determines that loss or liability will not occur. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that NEWJ fails to perform this Agreement in accordance with state laws, federal laws, and/or the

provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

- 17.6. Repayment by NEWJ of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

## **18. COUNTY REPRESENTATIVE**

- 17.1. The COUNTY hereby appoints and NEWJ hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement. NEWJ hereby appoints and COUNTY hereby accepts NEWJ's representative, or his/her designee as identified on the Face Sheet as NEWJ's liaison for the purpose of administering this Agreement.

## **19. NOTICES**

- 19.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or NEWJ at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

## **20. HEADINGS**

- 20.1. The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

## **21. MODIFICATION**

- 21.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

## **22. WAIVER**

- 22.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be

taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by NEWJ of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

### **23. INDEMNIFICATION**

- 23.1. To the fullest extent permitted by law, NEWJ shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.
- 23.2. NEWJ's obligation to indemnify, defend and hold harmless includes any claim by NEWJ's agents, employees, representatives or any subrecipient/subcontractor or its employees.
- 23.3. NEWJ expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to NEWJ's or any subrecipient's/subcontractor's performance or failure to perform under this Agreement. NEWJ's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.
- 23.4. The COUNTY shall protect, defend, indemnify, and hold harmless NEWJ, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the NEWJ if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of NEWJ.
- 23.5. The COUNTY and NEWJ agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or NEWJ employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and NEWJ, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 23.6. These indemnifications and waiver shall survive the termination of this Agreement.



- 23.7. No officer or employee of NEWJ or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.
- 23.8 Sole Source Warranty and Indemnification. NEWJ agrees, represents, and warrants to the COUNTY that NEWJ's materials, equipment, and services contemplated in this Agreement constitute a legitimately limited and single source of supply, and fully satisfies, upon execution of this Agreement, all legal requirements for sole source procurement in Spokane County, Washington, including without limitation any and all requirements in Chapter 39.04 RCW and Spokane County Code 1.04.120. Without limiting any of NEWJ's duties to indemnify, defend, or hold harmless the COUNTY under this Agreement, NEWJ expressly acknowledges that NEWJ shall indemnify, defend, and hold harmless the COUNTY from any and all claims or disputes arising from, relating to, or connected with NEWJ's sole source status, sole source application, or other related matter.

#### **24. ALL WRITINGS CONTAINED HEREIN**

- 24.1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. NEWJ has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce NEWJ to execute the same.

#### **25. SEVERABILITY**

- 25.1. It is understood and agreed between the Parties that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

#### **26. EXECUTION AND APPROVAL**

- 26.1. The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

**27. COUNTERPARTS**

- 27.1. This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**29. DISPUTE RESOLUTION**

- 28.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and NEWJ representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.
- 28.2. The COUNTY and NEWJ shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.
- 28.3. The costs of the arbitration panel shall be equally split between the Parties.

**29. NO THIRD-PARTY BENEFICIARIES**

- 29.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

**30. SURVIVAL**

- 30.1. 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.

**31. INSURANCE**

- 31.1. NEWJ shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
  - 31.1.1. GENERAL LIABILITY INSURANCE: NEWJ shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.
  - 31.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and

employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To "AGREEMENT BETWEEN SPOKANE COUNTY AND NEWJ IN CONJUNCTION WITH THE PILOT FOR SEMI-FIXED WIRELESS-FIBER EXPANSION GRANT".

- 31.1.3. WORKERS COMPENSATION: If NEWJ has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be NEWJ's assurance that coverage is in effect.
- 31.1.4. PROFESSIONAL LIABILITY INSURANCE: NEWJ shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 31.2. Any exclusion to NEWJ's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane County Risk Management Department. NEWJ's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for NEWJ and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on NEWJ's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 31.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by NEWJ.
- 31.4. Failure of NEWJ to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 31.5. Providing coverage in the above amounts shall not be construed to relieve NEWJ from liability in excess of such amounts.

**32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- 32.1. NEWJ, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - 32.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - 32.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - 32.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  - 32.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 32.2. Where NEWJ is unable to certify to any of the statements in this Agreement, NEWJ shall attach an explanation to this Agreement.
- 32.3. NEWJ agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.
- 32.4. NEWJ further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- 32.4.1. The lower tier sub recipient certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

32.4.2. Where the lower tier subrecipient is unable to certify to any of the statements in this Agreement, such subrecipient shall attach an explanation to this Agreement.

32.5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

### **33. SUBCONTRACTING**

33.1. NEWJ may only subcontract work contemplated under this Contract if it obtains the prior written approval of COUNTY.

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

33.3. Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. NEWJ is responsible to COUNTY if the Subcontractor fails to comply with any applicable term or condition of this Contract. NEWJ 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 NEWJ to COUNTY for any breach in the performance of NEWJ's duties.

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

### **34. ASSIGNMENT**

34.1. No right or obligation under this Agreement, nor any claim arising under or relating to this Agreement, shall be transferred or assigned by NEWJ without prior written consent of the COUNTY.

### **35. ATTORNEYS' FEES**

35.1. Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys' fees and costs.

**36. RECORDS MAINTENANCE**

- 36.1. NEWJ shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. NEWJ shall retain such records for a period of six years following the date of final payment.
- 36.2. At no additional cost, NEWJ shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information regarding the Spokane County Semi Fixed Wireless project, which the COUNTY may be required by law to make part of its auditing procedures; an audit trail, or which may be required for the purpose of funding the services contracted for herein. NEWJ shall provide access to its facilities for this purpose.
- 36.3. 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 finally resolved.

**37. LOSS OF FUNDING**

- 37.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withheld, suspended, delayed, withdrawn, recaptured, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**38. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- 38.1. "Confidential Information" as used in this section includes:
  - 38.1.1. All material provided to NEWJ by COUNTY that is designated as "confidential" by COUNTY;
  - 38.1.2. All material produced by NEWJ that is designated as "confidential" by COUNTY; and
  - 38.1.3. All personal information in the possession of NEWJ that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 38.2. NEWJ shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. NEWJ agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. NEWJ shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. NEWJ 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, NEWJ shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. NEWJ shall make the changes within the time period specified by COUNTY. Upon request, NEWJ shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by NEWJ against unauthorized disclosure.
- 38.3. Unauthorized Use or Disclosure. NEWJ shall notify COUNTY 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.

### **39. COPYRIGHT PROVISIONS**

- 39.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, NEWJ hereby irrevocably assigns all right, title, and interest in all Materials, including moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 39.2. "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.
- 39.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, NEWJ hereby grants to COUNTY 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 NEWJ warrants and represents that NEWJ has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

- 39.4. NEWJ shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, 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 Grant. The NEWJ shall provide COUNTY with prompt written notice of each notice or claim of infringement received by NEWJ with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the NEWJ.

**40. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

- 40.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

**41. REPORTING**

- 41.1. NEWJ shall provide ongoing reporting to Spokane County in accordance with the established format of the Washington State Department of Commerce on the work performed. These reports should be submitted to:

Heather Arnold, Grants Administrator  
Spokane County  
1116 W. Broadway Avenue  
Spokane, WA 99260  
harnold@spokanecounty.org

**42. FRAUD AND OTHER LOSS REPORTING**

- 42.1. NEWJ shall report in writing all known or suspected fraud or loss of any funds or other property furnished under this contract immediately or as soon as practicable to the COUNTY representative identified on the Face Sheet.

**43. POLITICAL ACTIVITIES**

- 43.1. Political activity of NEWJ employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.



**44. PUBLICITY**

- 44.1. NEWJ agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

**45. RECAPTURE**

- 45.1. In the event that NEWJ fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any funds COMMERCE recaptures from the COUNTY, and in addition to any other remedies available at law or in equity.
- 45.2. Repayment by NEWJ of funds under this recapture provision shall occur within the time period specified by the COUNTY. In the alternative, the COUNTY may recapture such funds from payments due under this contract.

**46. TAXES**

- 46.1. All payment accrued on account of payroll taxes, unemployment contributions, NEWJ's income or gross receipts, any other taxes, insurance or expenses for NEWJ or its staff shall be the sole responsibility of NEWJ.

**47. LICENSING, ACCREDITATION, AND REGISTRATION**

- 47.1. NEWJ shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**48. ACCESS TO DATA**

- 48.1. In compliance with RCW 39.26.180, NEWJ shall provide access to data generated under this contract to the COUNTY, who will then provide the data to the Washington State Department of Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of NEWJ's reports, including computer models and the methodology for those models.

**49. REGISTRATION WITH DEPARTMENT OF REVENUE**

- 49.1. If required by law, NEWJ shall complete registration with the Washington State Department of Revenue.

**50. RIGHT OF INSPECTION**

- 50.1. NEWJ shall provide right of access to its facilities to the COUNTY, or any of its officers, or to any other authorized agent or official of the COUNTY, or the Washington State Department of Commerce, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**51. TREATMENT OF ASSETS**

- 51.1. Title to all property furnished by the COUNTY shall remain with the COUNTY. Title to all property furnished by NEWJ, for the cost of which NEWJ is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the COUNTY upon creation, acquisition, or delivery of such property by NEWJ. Title to all other property, the cost of which is reimbursable to NEWJ under this contract, shall pass to and vest in the COUNTY, 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 the COUNTY in whole or in part, whichever first occurs.
  - 51.1.1. Any property of the COUNTY furnished to NEWJ shall, unless otherwise provided herein or approved by the COUNTY, be used only for the performance of this contract.
  - 51.1.2. NEWJ shall be liable to the COUNTY for any loss or damage to property of the COUNTY that results from the negligence of NEWJ or which results from the failure on the part of NEWJ to maintain and administer that property in accordance with sound management practices.
  - 51.1.3. If any COUNTY property is lost, destroyed or damaged, NEWJ shall immediately notify the COUNTY and shall take all reasonable steps to protect the property from further damage.
  - 51.1.4. NEWJ shall surrender to the COUNTY all property of the COUNTY prior to settlement upon completion, termination or cancellation of this contract.
- 51.2. All reference to NEWJ under this clause shall also include NEWJ's employees, agents or Subcontractors.

**52. ORDER OF PRECEDENCE**

- 52.1. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
  - 52.1.1. Applicable laws, including federal and state of Washington statutes and regulations, and executive orders and court orders;
  - 52.1.2. COMMERCE Agreement;
  - 52.1.3. This Agreement; and

52.1.4. Exhibit A and B – Scope of Work and Budget.

**EXHIBIT A**  
**SCOPE OF WORK**

The Washington State Department of Commerce (COMMERCE), Washington State Broadband Office (WSBO) in partnership with Spokane County for a south Spokane County pilot project. This project is for the development and installation of semi-fixed wireless to create immediate and mobile capacity in an unserved rural area. The service enhancement encompasses capacity in public safety response, remote access for mental health, behavioral and tele health, educational access for residential, business and anchor institutions across the project scope.

With the addition of one tower near the border of Spokane and Whitman counties, the project area may connect to include the Pullman School District. The pilot will document viability and leveraged outcomes of inter-county projects that include multiple covered populations. The budget includes the south Spokane County project area for pilot.

The award includes the asset acquisition, build and deployment, and operation of the pilot program within the South Spokane pilot area for the duration of the pilot.

The pilot data collection will begin July 1st, 2023 with the first three months thereafter (Q3 2023) used as baseline data collection. Beginning October 2023, the pilot capacity expansion will begin and continue to June 30, 2024. In July 2024, NEWJ will produce the final pilot summary report and key performance indicators/outcomes for SPOKANE COUNTY at its discretion. SPOKANE COUNTY agrees to be a reference site for the pilot technology for the next three (3) years (until 2026) for COMMERCE/WSBO, other counties, and interested parties.

WSBO authorizes Spokane County, at its discretion, to subcontract grant funds directly with firms to achieve the pilot objectives and scope of work in such a manner to rapidly deploy flexible funds.

**EXHIBIT B  
BUDGET**

Category	Budget Protected Direct Costs
Infrastructure	\$820,000
Network Equipment	\$1,000,000
Labor (prevailing wage compliance)	\$1,600,000
Additional Whitman County Tower	\$200,000
Sales Tax	\$300,000
Contingency	\$340,000
<b>Total</b>	<b>\$4,260,000</b>

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

Approved expenditures for the performance of Services as set forth in Exhibit A (Scope of Work) must be itemized into the categories listed above.

Payment will be on a reimbursement basis only.

A condition of payment on expenditures under this award is that all equipment is received and ready for deployment by June 30, 2023.

**EXHIBIT C**  
**2 CFR Part 200 Subpart F Audit Certification Form**  
 Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

<b>Contact Information</b>	
Subrecipient Name:	Gerald Newman
Authorized Chief Financial Officer:	Sherris Mankin
Address:	7916 W Sunset Hwy
Email:	GNewman@PerkFurniture.com
Phone #:	509-443-0479

**Purpose:** As a pass-through entity of federal grant funds, SPOKANE COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to these requirements, you must complete Section A of this form. If your entity is subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F**

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

We did not expend \$750,000 or more of total federal awards during the fiscal year.

We are a for-profit agency.

We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F**  
 (Complete the information below and check the appropriate box)

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: <http://www:> \_\_\_\_\_.

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were findings related to federal awards. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: <http://www:> \_\_\_\_\_.

Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number: \_\_\_\_\_.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: [Signature] Date: 6-2-23

Print Name & Title: CFO Gerald Newman

**EXHIBIT D**  
**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME <b>NEW J LLC</b>		Doing business as (DBA) <b>NEWS</b>	
ADDRESS <b>7916 W. SUNSET HWY SPOKANE, WA. 99224</b>	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) <b>604 796 890</b>	Federal Employer Tax Identification #: <b>87-2458790</b>
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Contractor Signature:  Date: 5-30-23

Print Name and Title: JERRY NEWMAN CEO

**EXHIBIT E**  
**DEPARTMENT OF COMMERCE CONTRACT**



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:**

Clerk's Resolution No. 23 - 0369  
Approved: Majority/Unanimous  
Denied: Majority/Unanimous  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** IN THE MATTER OF APPROVING A SOLE SOURCE CONTRACT WITH NEW J FOR THE SOUTH SPOKANE COUNTY SEMI-FIXED WIRELESS CAPACITY EXPANSION PILOT PROJECT IN THE AMOUNT UP TO \$4,260,000.

**BACKGROUND:** (Attach separate sheet(s) if necessary): Washington State Broadband Office (WSBO) in partnership with Spokane County for a South Spokane County Pilot for a semi-fixed wireless project to create immediate and mobile capacity in an unserved rural area. The service enhancement encompasses capacity in public safety response, remote access for mental health, behavioral and tele health, educational access for residential, business and anchor institutions across the project scope.

**FISCAL IMPACT (Amount & source of funds):** Up to \$4,260,000.00

**REQUESTED BOARD ACTION:** Approve

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

## Emacio, James

---

**From:** JEmacio@spokanecounty.org  
**Subject:** FW: Spokane Pilot Pay Request 4

**From:** Schmidt, Ariane <AESCHMIDT@spokanecounty.org>  
**Sent:** Wednesday, August 16, 2023 12:10 PM  
**To:** Emacio, James <JEmacio@spokanecounty.org>  
**Subject:** Fwd: Spokane Pilot Pay Request 4

Confirmed.

**Ariane E. Schmidt MBA, MCSE, PMP**  
*Executive Director*  
**BROADLINC** Public Development Authority  
Spokane, WA  
Office: 509-477-2625 | Cell: 509-385-3441  
[www.broadlinc.org](http://www.broadlinc.org)

Begin forwarded message:

**From:** "Rivera, Connie (COM)" <[connie.rivera@commerce.wa.gov](mailto:connie.rivera@commerce.wa.gov)>  
**Date:** August 16, 2023 at 7:51:45 AM PDT  
**To:** "Schmidt, Ariane" <[AESCHMIDT@spokanecounty.org](mailto:AESCHMIDT@spokanecounty.org)>  
**Cc:** "Vasconi, Mark (COM)" <[mark.vasconi@commerce.wa.gov](mailto:mark.vasconi@commerce.wa.gov)>, "Arnold, Heather" <[HARNOLD@spokanecounty.org](mailto:HARNOLD@spokanecounty.org)>  
**Subject:** RE: Spokane Pilot Pay Request 4

Yes, we are in agreement and thank you.

Con  
**Connie Rivera**  
State Broadband Office Infrastructure Programs Manager  
[Washington State Department of Commerce](http://Washington State Department of Commerce)  
(360) 704-9535 cell | Work hours: 7 to 5:30, Monday-Thursday.

**From:** Schmidt, Ariane <[AESCHMIDT@spokanecounty.org](mailto:AESCHMIDT@spokanecounty.org)>  
**Sent:** Tuesday, August 15, 2023 11:39 AM  
**To:** Rivera, Connie (COM) <[connie.rivera@commerce.wa.gov](mailto:connie.rivera@commerce.wa.gov)>  
**Cc:** Vasconi, Mark (COM) <[mark.vasconi@commerce.wa.gov](mailto:mark.vasconi@commerce.wa.gov)>; Arnold, Heather <[HARNOLD@spokanecounty.org](mailto:HARNOLD@spokanecounty.org)>  
**Subject:** FW: Spokane Pilot Pay Request 4

External Email

Hi Connie,

We will interpret your comment to artifact for our resolution:

Yes, Spokane County has permission to transfer assets to BROADLINC.

Spokane County will submit the report next June 2024 on the broadband pilot project.

as agreement that Spokane County can "assign" the Contract to BROADLINC with the understanding that Spokane County will submit the report next June 2024 on the broadband pilot project.

Thank you again!

**Ariane E. Schmidt MBA, MCSE, PMP**  
*Executive Director*  
**BROADLINC** Public Development Authority  
Spokane, WA  
Office: 509-477-2625 | Cell: 509-385-3441  
[www.broadlinc.org](http://www.broadlinc.org)

Begin forwarded message:

**From:** "Rivera, Connie (COM)" <[connie.rivera@commerce.wa.gov](mailto:connie.rivera@commerce.wa.gov)>  
**Date:** August 15, 2023 at 10:42:04 AM PDT  
**To:** "Schmidt, Ariane" <[AESCHMIDT@spokanecounty.org](mailto:AESCHMIDT@spokanecounty.org)>  
**Cc:** "Vasconi, Mark (COM)" <[mark.vasconi@commerce.wa.gov](mailto:mark.vasconi@commerce.wa.gov)>, "Arnold, Heather" <[HARNOLD@spokanecounty.org](mailto:HARNOLD@spokanecounty.org)>  
**Subject:** RE: Spokane Pilot Pay Request 4

Yes, Spokane County has permission to transfer assets to BROADLINC.

Spokane County will submit the report next June 2024 on the broadband pilot project.

Thanks, Con  
**Connie Rivera**  
State Broadband Office Infrastructure Programs Manager  
[Washington State Department of Commerce](http://Washington State Department of Commerce)  
(360) 704-9535 cell | Work hours: 7 to 5:30, Monday-Thursday.

**From:** Schmidt, Ariane <[AESCHMIDT@spokanecounty.org](mailto:AESCHMIDT@spokanecounty.org)>  
**Sent:** Tuesday, August 15, 2023 10:10 AM  
**To:** Rivera, Connie (COM) <[connie.rivera@commerce.wa.gov](mailto:connie.rivera@commerce.wa.gov)>  
**Cc:** Vasconi, Mark (COM) <[mark.vasconi@commerce.wa.gov](mailto:mark.vasconi@commerce.wa.gov)>; Arnold, Heather <[HARNOLD@spokanecounty.org](mailto:HARNOLD@spokanecounty.org)>  
**Subject:** Re: Spokane Pilot Pay Request 4

External Email

Hi Connie,

Thank you for the reply. We did find that in looking at the Grant contract from Commerce, Paragraph 4 requires approval from Commerce for an assignment. It reads:

#### 4. ASSIGNMENT

Neither this Contract, work thereunder, or any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

Do you mind replying to this email that you approve the "assignment" of the Contract entitled:

"Interagency Agreement with Spokane County Office of Financial Assistance through Washington State Broadband Office-Pilot for Semi-Fixed Wireless-Fiber Capacity Expansion Project -Start date: May 5, 2023"

from "Spokane County, Office of Financial Assistance" to "Spokane Regional Broadband Public Development Authority ("BROADLINC")".

Thank you!

**Ariane E. Schmidt MBA, MCSE, PMP**  
*Executive Director*  
**BROADLINC** Public Development Authority

Phone: 509-385-3441  
[www.broadlinc.org](http://www.broadlinc.org)

<NJ1072 - 071423 New J Spokane Semi-Fixed  
Disaster Recovery Visual Thermal Imaging.docx>

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

**AGENDA SHEET**

**SUBMITTING DEPARTMENT:** Commissioners

**CONTACT PERSON:** Scott Simmons

**PHONE NUMBER:** 509-477-2600

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

Legislative Session Agenda

Clerk's Resolution No.	<u>23 - 0535</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** (please provide a reasonably descriptive agenda title for this item): In the matter of authorizing the execution of an Interlocal Agreement between Spokane County and Spokane Regional Broadband Public Development Authority regarding the assignment of assets and direction of operation funds related to the Washington State Broadband Office Commerce Award for the Semi-fixed Wireless-fiber Capacity Expansion Project.

**DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request): Necessary documentation for the Assignment of Assets from Spokane County to Spokane Regional Broadband Development Authority BROADLINC for Semi-Fixed Wireless Fiber Capacity Expansion Pilot Project.

**FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): \$431,9913.43 from Washington State Department of Commerce Broadband Office via grant accepted by Spokane County in May, 2023 via resolution 23-0342.

**REQUESTED BOARD ACTION** (if any): Approve resolution and sign on to Interlocal Agreement

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

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-625**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
AMENDED COOPERATION AGREEMENT FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT AND RELATED FUNDS (HOME, AHTF,  
HHAA) BETWEEN THE CITY OF MEDICAL LAKE AND SPOKANE  
COUNTY, WASHINGTON**

WHEREAS, on June 20, 2023, the City Council approved a Cooperation Agreement for Community Development Block Grant and Related Funds (HOME, AHTF, HHAA) (“Agreement”) with Spokane County, Washington under Resolution 23-603; and

WHEREAS, since the adoption of Resolution 23-603, the City of Medical Lake and Spokane County have determined that certain regulatory and statutory citations were required to be included in the Agreement to distribute the necessary funds; and

WHEREAS, the parties are desirous of entering into an amended Agreement (“Amended Agreement”) setting forth the particular funding and responsibilities of the parties, which includes the required regulatory and statutory citations; and

WHEREAS, the Amended Agreement contains all of the specific terms and conditions agreed upon by the parties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON, as follows:

**Section 1.** Approval. The City Council hereby approves of the Amended Agreement between the City of Medical Lake and Spokane County, as set forth in the attached Exhibit A, which is incorporated herein.

**Section 2.** Severability. If any section, sentence, clause, or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

**Section 3.** Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this \_\_\_\_\_ day of September, 2023.

\_\_\_\_\_  
Terri Cooper, Mayor

Attest:

Approved as to Form:

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Koss Ronholt, City Clerk

---

Sean P. Boutz, City Attorney



**COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT  
AND RELATED FUNDS (HOME, AHTF, HHAA)**

THIS AGREEMENT, made and entered into by and between Spokane County (hereinafter called the County) and the City of Medical Lake (hereinafter called the City) this 11<sup>TH</sup> day of ~~SEPTEMBER~~ 2023.

**WITNESSETH**

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2024, 2025, and 2026; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG and HOME Entitlement Program with the County; and

WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the State Interlocal Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program and the HOME Investment Partnership Program (HOME).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2024, 2025, and 2026, the years during which the City is participating in the Spokane County CDBG and HOME Program.
2. The City may not participate in a HOME consortium except through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.
3. The Spokane County urban county qualification period is federal fiscal years 2024, 2025, and 2026.
4. This Agreement remains in effect until the CDBG and HOME funds and income received for federal fiscal years 2024, 2025, and 2026 are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect.
5. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
6. The County and the City will take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing pursuant to 24 CFR 91.225(a) and 24 CFR 5.151 and 5.152. This includes the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, as well as obligation to comply with other applicable laws.

7. The County will not use CDBG or HOME funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
8. The City has adopted and is enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, b) a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
9. The County and the City will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
10. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.
11. The County and City are subject to the same requirements applicable to CDBG subrecipients pursuant to 24 CFR 570.501(b), including the requirement of a written agreement set forth in 24 CFR 570.503.
12. The County and City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
13. The City agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.
14. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will review CDBG, HOME, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.
15. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will include a representative of the City appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the City.

This Agreement is entered into on this 11<sup>th</sup> day of September 2023 by:

City of Medical Lake

Spokane County

Terri Cooper  
Mayor, City of Medical Lake

\_\_\_\_\_  
Mary Kuney  
Chair, Spokane County Board of Commissioners