

# Interagency Agreement

between the  
Public Utility District No. 1 of Lewis County  
and  
Northwest Open Access Network

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Public Utility District No. 1 of Lewis County, hereinafter referred to as "LCPUD" and Northwest Open Access Network, hereinafter referred to as "NOANET".

The purpose of this Agreement is to engage NOANET in providing Consulting Services for LCPUD's Broadband Planning Study.

Now, therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree to as follows:

## 1. Statement of Work

Scope. NOANET shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement and as described in the "Broadband Strategic Planning, Market Analysis and Demand Aggregation Scope of Work Proposal" dated January 8, 2020 attached and herein incorporated by reference to this Agreement.

Insurance Requirements. NOANET shall at its own expense obtain and maintain in force during the term of this Agreement, public liability and property damage insurance. Such insurance shall provide coverage to NOANET, any subcontractor performing work provided by this Agreement, and LCPUD. LCPUD shall be named as an additional insured on the policy insofar as the work and obligations performed under this Agreement are concerned. The coverage provided shall protect against claims for bodily injury, including accidental death, personal injury, and property damage, which may arise from any act or omission of NOANET or its subcontractor, or by anyone directly or indirectly employed by either of them. The required insurance policy shall not contain an exclusion for losses to property in the care, custody, or control of LCPUD.

During the course and performance of this Agreement, NOANET will maintain the following minimum insurance coverages:

1. Worker's compensation and employer's liability - statutory limits
2. Comprehensive general liability - \$1,000,000 single limit combined for personal injury, and property damage.

3. Automobile liability and property damage - \$500,000 single limit combined for bodily injury and property damage.

Also, NOANET shall at its own expense obtain and maintain in full force and effect during the term of the Agreement, professional liability insurance, including Engineer's Errors and Omissions Insurance, providing coverage of at least \$1,000,000 against professional liability or errors and omissions in connection with the Consulting Services to be performed by NOANET under this Agreement.

Prior to NOANET's commencing work under this Agreement, certification of the above insurances shall be delivered to LCPUD by NOANET's insurance carrier or agent certifying the above insurance coverages are in effect and will not be canceled or materially changed without 30 days prior written notice given to Customer.

2. **Terms and Conditions**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. **Period of Performance**

Subject to its other provisions, the period of performance of this master Agreement shall commence when the agreement is properly signed and be completed on **September 30, 2020**, unless terminated sooner or extended, as provided herein.

4. **Consideration**

As compensation under this Agreement, LCPUD shall pay NOANET an amount not to exceed \$66,667.00

5. **Billing Procedure**

NOANET shall submit a single invoice to LCPUD upon full completion and acceptance by LCPUD of all services, unless an Amendment to this Agreement specifies a Special Billing Condition in the Amendment. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and reflect the Agreement and Amendment number.

6. **Payment Procedure**

LCPUD shall pay all invoices received from NOANET within 30 days of receipt of properly executed invoice.

7. **Non-Discrimination**

In the performance of this Agreement, NOANET shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 UC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended.

**8. Records Maintenance**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**9. Contract Management**

a) NOANET' representative on this Agreement shall be:

Chris Walker, Telecommunications Director  
Telephone: (509) 456-3619  
[cwalker@noanet.net](mailto:cwalker@noanet.net)

b) LCPUD representative on this Agreement shall be:

Jeff Baine, IS and Telecommunication Manager  
Public Utility District No. 1 of Lewis County  
321 NW Pacific Ave  
PO Box 330  
Chehalis, Washington 98532-0330  
Telephone: (360) 748-9261  
[jeff@LCPUD.org](mailto:jeff@LCPUD.org)

The representative for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

**10. Hold Harmless**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

### **11. Agreement Alterations and Amendments**

LCPUD and NOANET may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind LCPUD and NOANET or their respective delegates.

### **12. Termination**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **13. Funding**

If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, LCPUD or NOANET may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

### **14. Disputes**

In the event a dispute arises under this Agreement, a dispute board shall be created jointly by LCPUD and NOANET to resolve the dispute. The Dispute Board shall be created in the following manner: An executive of LCPUD shall appoint a member to the Dispute Board. An executive of NOANET shall appoint a member to the Dispute Board. Both executives shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless one of the parties requests intervention by the Governor as provided by RCW 43.17.330.

### **15. Order of Precedence**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable state and federal statutes and rules;
- b) Terms and Conditions;
- c) Statement of Work, and
- d) Any other provisions of the Agreement, including materials incorporated by reference.

### **16. All Writings Contained Herein**

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Northwest Open Access Network

Public Utility District No. 1 of Lewis County



Dave Spencer

Chris Roden

Chief Executive Officer

Manager

1/28/20  
Date

2.4.20  
Date



**Broadband Strategic Planning, Market  
Analysis and Demand Aggregation  
Scope of Work Proposal**

Prepared for

**Lewis County PUD**

January 8<sup>th</sup>, 2020

# Scope of Services Outlined

## Introduction

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The Scope of Services provided for and offered by NoaNet for Lewis PUD are generally outlined as specific scopes below in support of a Community Economic Revitalization Board (CERB) Planning Grant. CERB offers grants for planning projects up to 75% of the total project cost, not to exceed \$50,000. The applicant must match CERB's funding with at least 25% of the total project cost in cash. This Scope of Services are designed to provide the minimum allowable requirements of the CERB Planning Grant (see attached minimum requirements work sheet) and end-to-end Broadband and Telecommunications Strategic planning to support network development, business planning, and prepare Lewis PUD to be able to make informed decisions to determine next steps for potential telecommunications infrastructure deployment.

At the conclusion of this scope of services, Lewis PUD will understand the current market conditions in their defined jurisdictional area, the feedback given from community respondents, cost estimates for network construction, potential business case thresholds, and have the data to support future grant applications, if applicable.

## Community Outreach Outlined Specific Scopes of Service

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### 1.0 Strategic Planning

NoaNet staff will work with a designated project manager at Lewis PUD to determine the goals and objectives of the District for community outreach. These goals, once determined, will be used to evaluate and document the following conditions necessary to properly conduct a market assessment of the local community:

- Evaluate and report on the current broadband environment in Lewis County including: existing District infrastructure and infrastructure utilization, service provider options, and infrastructure carriers and review current gaps in affordable and advanced broadband solutions for the local commercial and residential districts
- Fulfill the requirements of the CERB Planning Grant (See Appendix A)
- Review existing and potential public-public and public-private partnerships that may support the outlined goals and objectives
- Study and develop future investment options to capitalize network deployment in the identified areas aligned with the goals and objective
- Outline a network phasing plan, roadmap, necessary capitalization, organizational structure and business modelling to support the results of the Demand Aggregation scope to recognize the necessary capital investment with developing the broadband strategy.
- Perform Business Case evaluation and outline return on investment strategies.
- Recommended Action plan: Develop a series of next steps and recommendations.

NoaNet anticipates 150 – 180 hours to be required to have a project kickoff meeting, conduct a market analysis, develop a business case evaluation, propose business modeling and buildout strategy, fulfill requirements of CERB Planning Grant, develop construction estimates from results of Demand Aggregation, develop a recommended action plan, and facilitate adoption of metrics and follow-up.

## **2.0 Demand Aggregation**

NoaNet staff will set up an online portal for the designated area (s) of interest to conduct a survey of broadband needs, current services, and interest in municipal broadband. This data will give Lewis County PUD aggregate data to plan a build supported by community demand and pre-commitment. Data collected will be leveraged toward strategic planning efforts including:

- ROI-driven business development
- Identified areas of high-demand and need for infrastructure investment to facilitate strategic buildout planning that focuses efforts on areas of high need.
- Survey support through NoaNet including email response for community questions, paper survey development, call taking for portal support etc.

NoaNet anticipates 110 - 140 hours to be required to develop, launch, market and engage with the community. There is a \$5000 set up fee which will launch the portal, customize it to Lewis County, and provide support for that portal to Lewis PUD. There will be a \$500 monthly fee for each month the portal is open and collecting data. Generally, these last anywhere from 4 to 6 months depending on volume of respondents and the expected results the project team determines are necessary to make informed decisions. See table below for the outline of expenses.

## **3.0 Community Engagement and Marketing Support**

NoaNet will support marketing of demand aggregation tool and municipal broadband education efforts through strategic marketing and community engagement including:

- Present to community leadership for educational purposes
- Champion orientation documents and leadership training to encourage participation and drive local ownership
- Toolkit creation of custom marketing materials including FAQs, meeting flyers and other educational materials
- Branding and logo support (at hourly billed rate)



NoaNet anticipates 20-40 hours to be required to engage in developing marketing materials, organizing and preparing community champions, and presenting the community leadership prior to demand aggregation portal launch.

#### 4.0 Grant Solutions

NoaNet will research and review available funding mechanisms to support the feasibility study and capitalization of the network plan and provide an overview of potential grant application options as a part of this agreement. At the conclusion of the demand aggregation and market analysis phase, NoaNet will prepare a white paper, including an updated broadband heatmap, on the state of Broadband in Lewis PUD service territory that can be leveraged for future grant applications.

NoaNet supports turnkey applications, grant management and compliance for a variety of broadband projects. If it is determined that grant solutions are viable and needed, NoaNet staff can be contracted to manage, draft, and apply for any suitable broadband grants necessary to reach the agencies goals.

#### 5.0 Compensation

NoaNet will execute these scopes on a time and materials rate basis at the fee schedule outlined below. Billed items for this project are not to exceed \$66,700.00 without prior discussion and approval with a contract amendment from Lewis County PUD.

Cost Reimbursables	RATE
Airfare Flight	At Cost
Vehicle Rental	\$100.00 per day
Per Diem	\$82.00 per day
Hotel	At Cost
Misc. Expenses such as shipping, consumables, etc.	At Cost

Demand Aggregation Portal	RATE
Hosted Service	\$5000 / Set up fee
Subscription	\$500 / Monthly

Hourly Rates and Projected Hours				
	Community Outreach	Technical	Senior Technical	Director
Total	Hours	Hours	Hours	Hours
	\$110	\$110	\$155	\$185
309	148	45	40	76
\$41,490	\$16,280	\$4,950	\$6,200	\$14,060

\*estimates

## APPENDIX A

### CERB Broadband Planning Minimum Requirements

The feasibility study **must** meet the following minimum requirements. Please provide a response to each of the items below, in the format outlined.

1. Community Support
  - a. Create a Community Broadband Team
    - i. Provide list of members, including name and title
  - b. Hold at least one Community Broadband Meeting
    - i. Send emails to broadband providers currently serving your community and invite them to the community meeting.
    - ii. Questions for attendees:
      1. Which providers are currently serving your community?
      2. Which providers attended your meeting?
      3. How does the mapping results compare with members' actual experiences? (if there is mapping available)
      4. Does existing broadband access meet your needs?
      5. If it is inadequate, in what ways does it fall short?
      6. If you have broadband, how do you use it now?
    - iii. Provide documentation showing meeting dates, notes, agenda and number of attendees, emails to providers and responses to the questions above.
2. Project Focus
  - a. Defines local broadband needs and goals.
  - b. Inventory existing broadband infrastructure assets within the community.
  - c. Includes a gap analysis defining the additional broadband infrastructure necessary to meet the identified goals.
  - d. Include one or more potential network designs, cost estimates, operating models and business models.
  - e. Include an assessment of municipal procedures, policies, rules and ordinances that impact or influence broadband infrastructure deployment.
  - f. Digital Inclusion
    - i. Affordable Internet –Describe how community will address providing affordable internet options.
    - ii. Affordable Equipment - Describe how community will expand the availability of affordable equipment to low-income residents.
    - iii. Digital Literacy Training – Describe how community will teach people to use technology.
    - iv. Public Computer Access –Describe how community will increase public computer access locations.
3. Create a Vision Statement
  - a. A Vision Statement is created by Community Broadband Team with input from the public at the Community Broadband Meeting, with the goal to take a first step toward being able to set a direction for the community's future broadband efforts.
  - b. The statement should describe the role broadband would play in the community's future.
    - i. Identify specific priority areas (e.g., connecting community anchor institutions, ensuring older citizens can age in place, closing the "homework gap", providing

- affordable high-speed connections to a business park).
- c. Explain how this effort conforms to other planning documents/published visioning efforts on other issues in your community.
4. **Financial Commitment and Budget**
    - a. Submit a budget for the plan aligned to significant project plan milestones, costs and tasks.
    - b. Submit Pro Forma Income Statement and Expenses.
      - i. Income Statement
      - ii. Balance Sheet
      - iii. Cash Flow
    - c. Identify potential sources of funding for the broadband infrastructure.
    - d. Include letters of commitment for community funding.
    - e. Include letters of commitment from any Internet Service Providers.
  5. **Identify Key Documents/Existing Efforts**
    - a. Does the municipality use broadband to deliver municipal services? Describe the services, and how broadband is used to deliver these services.
    - b. Is there local or regional economic development plans in which broadband could play a role? If so, provide a list of these documents.
    - c. Are there any on-going community projects focusing on the digital divide or information technology (public access through schools or libraries, training, improving access to broadband, etc.?)
  6. **Identify potential Community Anchor Institutions and Businesses**
    - a. Provide a list of potential community anchor institutions\*.
    - b. Provide a list of businesses\*\* that could benefit from lower cost, higher bandwidth, and/or improved reliability of broadband.
      - i. Including the level of broadband improvements needed by the business to become and/or remain competitive and/or expand markets.
  7. **Development of a Management Plan**
    - a. Define (or refine) the broadband plan. The plan should have a clear definition of roles and responsibilities, partners required, levels of effort and associated costs, and a timeline. Plans and actions must include promotion and community awareness, and extend beyond the initial deployment.
  8. **Complete Readiness Self-Assessment**
  9. **Evaluate how the project would benefit health and safety for the community.**
  10. **Evaluate how this project would benefit education access (for all ages).**
  11. **Identify if the community unserved or underserved (defined by the Board).**
    - a. Provide evidence of how this was determined.

*\* Community Anchor Institutions definitions: includes facilities such as libraries, township halls, fire and police stations, city halls, county buildings, state facilities, public safety locations, hospitals and nursing homes, and educational institutions.*

*\*\*Business definitions: all business types; includes farms & home-based businesses, and work-at-home/telecommuter use of broadband.*