

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WEST VIRGINIA GOVERNOR'S
EXECUTIVE OFFICE, THE WEST VIRGINIA DEPARTMENT OF COMMERCE, AND THE
WEST VIRGINIA OFFICE OF TECHNOLOGY**

This Memorandum of Understanding (MOU) is between the West Virginia Governor's Executive Office (GEO), West Virginia Department of Commerce (WVDOC), and the West Virginia Office of Technology (WVOT) for the purpose of the WVOT providing administration, support and to meet reporting requirements for a grant agreement in which the Governor's Office has entered into with the Broadband Technology Opportunities Program (BTOP).

WHEREAS, on the 1st day of MARCH, 2011 the West Virginia Governor's Office entered into a Grant Agreement with the Broadband Technology Opportunities Program (BTOP);

WHEREAS, through the Grant Agreement, the WVOT will serve as partner for execution of the telecommunications service portion for the BTOP anchor tenants;

WHEREAS, funds for the Grant Agreement are derived from federal funds pursuant to the American Recovery and Reinvestment Act (ARRA) of 2009, and

WHEREAS, the WVOT has significant technical knowledge and experience in administering such grants,

THEREFORE, the parties agree as follows:

1. Scope of Work.

WVOT agrees to:

- a. establish and manage a Broadband Point of Contact (POC) Team that will provide coordinated and multidisciplinary management of the various tasks incorporated into the BTOP Project and Grant Requirements;
- b. coordinate, validate, and commit telecommunications service requests received from Broadband POC Team;
- c. assist, facilitate and coordinate engineering activities related to BTOP anchor tenants;
- d. provide and aid in the purchase of materials, service, etc., as coordinated with GIT, Broadband POC Team and WV State Purchasing guidelines;
- e. receive, distribute, and account for grant related funds spent by the WVOT;
- f. document payroll, invoice information, and actions related to the grant for resources utilized by the WVOT;
- g. comply, as applicable, with grant Special Awards Conditions (SAC);
- h. provide administration support and facilitate Broadband POC team reporting requirements associated with this grant entered into on the 1st day of March 2011 between the West Virginia Governor's Executive Office and the Grantee.

WV Governor's Executive Office agrees to:

- a. complete action to acquire funding;
- b. provides funding to the WVOT

2. Performance Period.

WVOT agrees to perform the work outlined in section one, "Scope of Work", of this agreement between the 1st day of August, 2010 and the 31st day of January, 2013. The performance period may be extended only by consent by all parties to this MOU in writing and with NTIA approval.

3. Monitoring and Compliance.

WVOT agrees to:

- a. coordinate quarterly report information from Broadband POC Team to the grant implementation team as required;
- b. assist in monitoring and oversight functions necessary to assure that the Grantee is in compliance with ARRA requirements, state and federal laws and regulations, and the grant agreement between the Grantee and the Governor's Office;
- c. provide other reports as required specific to the WVOT;

4. Maintenance of Records.

WVOT agrees to:

- a. validate WVOT invoices with explicit notations as to the specific project and site;
- b. maintain detailed files of all transactions for WVOT activities with the BTOP grant;
- c. while maintaining detailed files, forward the invoice to the grant implementation team for validation, processing, etc.;
- d. maintain records pertinent to this Agreement for a period of 3 years following completion of work;
- e. make its records available for inspection by the Governor's Office during regular business hours.

Grant Implementation Team (GIT) agrees to:

- a. validate invoices and submit to the Governor's Office with sufficient detailed information for funding draw down;
- b. maintain detailed files.

5. Definitions:

Grant Implementation Team/Project Management Team –

Jimmy Gianato, BTOP Grant Recipient Administrator

Michael Todorovich, BTOP Grant Primary Investigator/Project Director

Broadband Point of Contact (POC) Team-

John Dunlap – WVOT, Director, Infrastructure and Design Operations (team sponsor)

Vicki Allen – Point of Contact (POC) for K-12

Jimmy Gianato – POC for 9-1-1 Centers

Luke Blatt – POC State Police

Harlan White – POC Libraries

Stephanie J. Tichenor - POC County Courthouses

Beth Ann Surber - POC County Courthouses

Ralph H. Goolsby - POC Planning and Development Councils

Robert L. Beaver - POC for Jails

Vacant - POC Tele-Medicine

Executive Management Advisors, as needed

6. Notice and Correspondence. The parties to this MOU shall submit all notice and correspondence related to this MOU to the following addresses:

Cindy M. Smith
WV Governor's Exec Office
1900 Kanawha Blvd., E.
Building 1, State Capitol Complex
Charleston, WV 25305

Jimmy Gianato
WV DHSEM (GIT/WVDOC)
1900 Kanawha Blvd., E.
Building 1, Room EB-80
Charleston, WV 25305

Kyle D. Schafer
WVOT
1900 Kanawha Blvd., E.
Building 5, 10th Floor
Charleston, WV 25305

7. Assignment. Neither party shall assign nor transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of all parties.
8. Termination or Modification. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days before the intended date of termination. By such termination, no parties may nullify obligations already incurred for performance. Any variation, modification or amendment of any provision of this Agreement shall be valid only if in writing, duly executed by all parties hereto, and attached to this Agreement.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any parties.

West Virginia Governor's Executive Office



Signature



Name



Title



Date

WV DHSEM (GIT/WVDOC)



Signature



Name

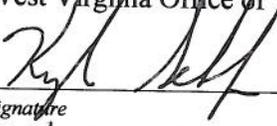


Title



Date

West Virginia Office of Technology



Signature

Kyle Schram

Name

CTO

Title

3/10/11

Date

Revised WVOT MOU 03/10/11 jdd/bjs