

RESOLUTION NO. 22 - _____

A Resolution To Enter Into An Agreement With LaValle Telephone Coop For The Expansion Of High-Speed Internet Fiber.

BROADBAND ACCESS GRANT APPLICATION PUBLIC PRIVATE PARTNERSHIP AGREEMENT

This Public Private Partnership Agreement (“Agreement”) is made by and between ~~Richland~~ County, a Wisconsin municipal corporation (the “County”) and La Valle Telephone Cooperative Wisconsin corporation (“La Valle”). The County and La Valle are individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the County seeks to help provide access to broadband services in unserved and/or underserved areas and to encourage economic development within its boundaries; and

WHEREAS, La Valle proposes to construct broadband infrastructure to reach certain unserved and/or underserved resident and business locations requesting broadband service in the County where such service is currently unavailable or is prohibitively expensive; and

WHEREAS, La Valle is applying for a Fiscal Year 2022 Broadband Expansion Grant (“Grant”) to build Fiber-To-The Home (“FTTH”) in a hard-to-serve area in the County. The project area includes a fiber optic network serving approximately 460~~XXX~~ locations in the unserved/underserved areas outlined in Exhibit A. (“the Project”); and

WHEREAS, the County is a political subdivision of the State of Wisconsin; and

WHEREAS, the County desires to enter into this Agreement to work with La Valle to secure funding through application(s) to public grant and loan programs intending to construct broadband Infrastructure or through alignment of other appropriate external funding sources for economic development to support the Project; and

WHEREAS, at the March ~~15XX~~, 2022 County Board meeting, the Board voted to proceed with La Valle and the proposed joint broadband Project between the County and La Valle, and to contribute an amount of \$ 590,000 to extend fiber into the Project area upon the award of a Public Service Commission of Wisconsin (“Commission”) Grant; and

WHEREAS, the County will assist in public education, outreach, and mutually agreed upon operations in support of successful Project outcomes. The County shall also provide in-kind assistance to the Project in the form of waived fees for permitting, zoning, rights of way, and easements necessary for the Project; and

WHEREAS, enhanced broadband access and availability will be utilized to position the County for desirable economic growth through addressing existing service disparities, while providing a means for accessing the advantages of technology-based economic development practice for the subject localities.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The Parties, agree to cooperate and exercise their powers jointly for the purpose of providing support and/or revenues for the Project – Exhibit A includes a map showing the Project area where La Valle fiber facilities are to be installed. The Project will extend La Valle’s existing broadband network with a Fiber-to-the-Home (“FTTH”) network to existing resident and business locations in the Project area. The FTTH network will also be available a for all future businesses and residences that will be located in the Project area.

2. Authorization. Each Party shall authorize the execution, delivery and performance of this Agreement.

3. Project Funding. La Valle intends to request a Commission Grant. The County has agreed to provide a contribution of \$ 590,000 to the cost of the Project, to be paid as provided in section 4 below. La Valle, directly and through other sources, will provide the balance of the funding for the Project. If the Grant is awarded, La Valle may accept the Grant and enter into an acceptable Commission Broadband Grant agreement or, in La Valle's sole discretion, may decline the Grant and not enter into a Grant agreement. The County's contribution shall only be payable if the Grant is accepted.

4. Payment to La Valle. The County shall pay the amount of \$ 590,000 as follows:

Start of fiber construction	\$ <u>295,000</u>
Final Project Status Report submitted to Commission	\$ <u>295,000</u>

5. Project Ownership. La Valle shall have sole ownership of the Project and shall be solely responsible for the construction, operation, and maintenance of the Project.

6. Liability. La Valle shall have sole liability for the Project and any and all claims, obligations, liability, costs, demands, damages, expenses, fines, penalties, or causes of action ("Claims") that may arise from the Project and its construction, operation, or maintenance. Each Party and its successors and assigns shall indemnify and hold the other Party and its officials, employees, and agents harmless from any and all Claims, including the costs of litigation and reasonable attorney's fees, which may arise out of the ownership, construction, maintenance, or operation of the Project regardless of any fault on the part of the Party, its officials, employees, or agents.

7. Records. La Valle will maintain records related to the Project; and, during the Project, La Valle will make those records available upon reasonable request of the County.

8. Report. Until completion of the Project, La Valle shall meet with the County on a semi-annual basis for the purpose of presenting an oral report on the status of the Project. The date, time and place of such meeting shall be determined cooperatively among the Parties. No less than seven (7) days prior to such meeting La Valle shall provide a written report regarding siting, construction progress with respect to the Project.

9. Effective Date. This Agreement shall become effective upon its execution by both Parties.

10. Termination Date. If the Grant is awarded, this Agreement shall terminate 30 days after County's final payment to La Valle. If the Grant is not awarded, this Agreement shall terminate upon notice from the Commission that the Grant will not be awarded. If the Grant is not awarded, neither Party shall have any obligation to proceed with the Project or make any payment related to the Project. If the Grant is awarded in an amount less than requested in the Grant application, the Parties shall confer and determine the feasibility of proceeding with the Project.

11. Amendments. Any amendments to this Agreement must be in writing and signed by the Parties.

12. Entire Agreement. This Agreement, including its recitals and exhibits constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. There are no representations or understandings of any kind not stated in this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

14. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

RICHLAND COUNTY:

By: _____
Clinton Langreck–Richland County Administrator

Date: _____

LA VALLE TELEPHONE COOPERATIVE

By: _____
John Bartz – CEO & GM

Date: _____

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE
FINANCE AND PERSONNEL COMMITTEE

AYES _____ NOES _____

RESOLUTION _____

FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

DATED: MARCH 15, 2022

SHAUN MURPHY-LOPEZ
DAVID TURK
MELISSA LUCK
MARTY BREWER
LINDA GENTES
MARC COUEY
DONALD SEEP

X

X
X
X

EXHIBIT A

