

RESOLUTION NO.21- _____

A Resolution Allocating American Rescue Plan Act Funds Towards Local Expansion Of Broadband.

This Public/Private Partnership Agreement (“Agreement”) is made by and between the County of Richland, a Wisconsin municipal corporation (the “County”) and LaValle Telephone Cooperative, Inc. a Wisconsin corporation (“LTC”). The County and LTC 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, LTC 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, LTC is applying for a Fiscal Year 2022 American Rescue Plan Act (“ARPA”) Broadband Access Grant (“Grant”) to build Fiber-To-The Home (“FTTH”) in a hard-to-serve area in the County. The project area includes all unserved/underserved locations in PROJECT AREA #1 of 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 LTC 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 July 20, 2021 County Board meeting, the Board voted to proceed with LTC and the proposed joint broadband Project between the County and LTC, and to contribute an amount of \$ 200,00.00 to extend fiber into the Project area upon the award of a Wisconsin Public Service Commission (“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 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 LTC fiber facilities are to be installed. The Project will extend LTC’s existing broadband network with a Fiber-to-the-Home (“FTTH”) network to existing resident and business locations in the Project area. The network will also provide FTTH 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 and authorizes LTC, as an agent, to execute any other agreements requested to be executed and delivered hereunder,

as an agent for the Parties.

3. Project Funding. LTC intends to request a Commission ARPA Grant. The County has agreed to provide a contribution of the County's ARPA funding in the amount of \$ 200,000.00 to the cost of the Project, to be paid as provided in section 4 below. LTC, directly and through other sources, will provide the balance of the funding for the Project. If the Grant is awarded, LTC may accept the Grant and enter into an acceptable Commission Broadband Grant agreement or, in LTC'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 LTC. The County shall pay the amount of \$ 200,000.00 as follows:

Start of fiber construction \$ 100,000.00 .

Project construction completed \$ 100,000.00 .

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

6. Liability. LTC 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. LTC and its successors and assigns shall indemnify and hold the County 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.

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

8. Report. Until completion of the project, LTC 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 LTC 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 Town's final payment to LTC. 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.

THE COUNTY OF RICHLAND:

By: _____
Clinton Langreck, County Administrator

Date: _____

LAVALLE TELEPHONE COOPERTATIVE, INC: By: _____
John Bartz, CEO

Date: _____

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE
FINANCE AND PERSONNEL COMMITTEE

AYES _____ NOES _____

FOR AGAINST

RESOLUTION

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

DEREK S. KALISH
COUNTY CLERK

DATED: JULY 20, 2021

EXHIBIT A LIME RIDGE

