

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated this _____ day of _____, 2022, is between LA PLATA COUNTY, 1101 East 2nd Avenue, Durango, CO, ARCHULETA COUNTY, PO Box 1507, 398 Lewis St., Pagosa Springs, CO, SOUTHERN UTE INDIAN TRIBE, 14929 Highway 172, Ignacio, CO, LA PLATA ELECTRIC ASSOCIATION, 45 Stewart St., Durango, CO AND REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING, 300 N Cascade, Montrose, CO collectively as the "Parties".

PREMISIS

1. La Plata County, Archuleta County, Southern Ute Indian Tribe, La Plata Electric Association and Region 10 recognize a need to improve telecommunications capabilities, capacity, reliability and availability in southwestern Colorado in order to affect economic development, community anchor institution efficiency and accessibility; and encourage broadband development to under-served and un-served homes and businesses.
2. Region 10 has initiated development of a fiber optic backbone throughout Western Colorado that will connect through southwestern Colorado.
3. Region 10 through leveraging of assets and building middle mile networks and aggregating demand for the region will enable the region and Parties to have access to more accessible, reliable and affordable broadband service.
4. The Parties desire to utilize this network for data service connectivity, internet access and other telecommunications services within the communities and region.
5. This MOU outlines the responsibilities of the Parties pertaining to participation in building the fiber line.

IT IS HEREBY AGREED BY THE PARTIES THAT:

I. PURPOSE

To define the business relationship between La Plata County, Archuleta County, Southern Ute Indian Tribe, La Plata Electric Association and Region 10 in preparation for funding to assist in providing a regional broadband network.

II. STATEMENT OF RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Region 10 has the obligation to do the following
 - A. Provide an implementation plan and maintenance model for the fiber line.
 - B. Assist La Plata County to submit an application to the Colorado Department of Local Affairs to obtain funding assistance for the fiber line.
 - C. Assist in assessing and collecting matching funds committed by each of the Parties to complete the project.

D. Assist in Obtaining and/or building network services to agreed-upon anchor institutions and carrier neutral locations within the communities, with the intent that private service providers will have the capability of accessing the network to provide 'last mile' services to the businesses and homes at reasonable rates.

E. Assist in negotiation and completion of the necessary agreements among the Parties to efficiently operate the network.

11. The Parties have the obligation to do the following

A. Understand and participate in the development and implementation of the fiber line within the service area.

B. Agree to be assessed and remit payment of required matching funds as agreed upon by the Parties to obtain fiber line assets within the service area. La Plata County, Archuleta County, Southern Ute Indian Tribe and La Plata Electric Association each agrees to match Department of Local Affairs grant in the amount not to exceed \$500,000 for FY 2022 and 2023. The Parties may revisit their participation in this agreement at any time, and specifically upon the determination by DOLA as to the status of funds.

C. The Parties agree to participate with Region 10 network discussions and future applications at their own discretion.

III. GENERAL PROVISIONS

1. This MOU shall become effective upon the date of the last signature by the authorized representative of all Parties.

2. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project or, if awarded, carrying out such project activities. Any Party to this Agreement may, however, terminate its participation in this Agreement 60 days after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all Parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project. Should this agreement be terminated, all Parties shall only be required to pay their percentage of any work already completed at the time that notice is given.

3. The duties and obligations of the MOU shall not be assigned, delegated or subcontracted by any Party without express written consent of the other parties.

4. The Parties each shall be solely responsible for expenses that they incur in connection with the activities described herein.

5. This MOU is intended to be a confirmation of interest between the Parties in pursuing the fiber line project based on the terms hereof but shall not constitute a binding agreement between the Parties hereto. No oral agreement or conduct of the Parties, including partial performance of the activities described herein, shall be deemed to impose a legally binding obligation or liability.

LA PLATA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title: _____
Date: _____

ARCHULETA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title: _____
Date: _____

SOUTHERN UTE INDIAN TRIBE

By: _____
Title: _____
Date: _____

LA PLATA ELECTRIC ASSOCIATION

By: _____
Title: _____
Date: _____

REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING

By: _____
Title: _____
Date: _____