

TELECOMMUNICATIONS FACILITIES EXCHANGE AGREEMENT

AGREEMENT (the "Agreement") made and entered into as of June 1st, 2018 by and between Woodbury County, Iowa (the "County") and FiberComm.

Background

- A. The County owns and operates two (2) 2" underground conduit with one (1) twenty-four (24) count single mode fiber optic cable from the City vault at the intersection of Riverside Boulevard and Pacquette Avenue, proceeding northeast to the southeast corner of Riverside Boulevard and Military Road and continue east on the south side of Military Road under the railroad tracks at Military Road and Highway 12 (Attachment A). The route will proceed north on the west side of Highway 12 with 1¼" underground conduit to the Sioux City Railroad Museum at 3400 Sioux River Road, continuing north on Highway 12 to the Dorothy Pecaut Nature Center (Attachment B).

Terms

NOW, THEREFORE, the parties agree as follows:

1. Obligations of the County.

The County will own, operate, and maintain the existing County Conduit described in Background Paragraphs A.

2. Grant rights to FiberComm

- (a) The County grants FiberComm the right to use of (2) dark "un-lit" fibers owned by the County as described above in paragraph A. FiberComm will be assigned fibers number 9, 10 of the County's 24 fiber cable described in paragraph A, in the duct in attachment B.
- (b) The County agrees that it will be responsible for the relocation of the County's Conduit and County's Fiber as described in paragraphs A at its expense.
- (c) The County agrees to allow FiberComm to post their Company advertisements on the Public WI-FI network.
- (d) The County agrees to allow FiberComm to have access to one (1) penetration from their vault to the County vault located at the intersection of Military Road and Hwy 12.

3. Grant rights to the County

- (a) FiberComm agree to provide the County with Iowa One Call Locating Services for fiber infrastructure as described in paragraph A.

- (b) FiberComm agrees to provide a Public WI-FI network at the Dorothy Pecaut Nature Center at their expense.

4. Hold Harmless

- (a) In no event shall the County be liable to FiberComm for any interruptions to service or interference with the operations of FiberComm for services or business.

5. Indemnification

- (a) FiberComm shall defend at its own expense, indemnify and hold harmless the County from all claims and liability due to activities of persons employed by or representing FiberComm.

6. Miscellaneous

- (a) This Agreement, and any related written agreement that expressly references this Agreement, constitutes the entire agreement of the parties with respect to the County Conduit, ducts, fiber, and the County facilities, and the parties' rights and obligations with respect thereto and supersedes and cancels all prior discussions, arrangements, or agreements, written and oral, with respect to those subjects.
- (b) Each party agrees to execute such additional documents and to take such actions as may reasonably be requested by the other party to confirm or carry out the intent and purposes of this Agreement.
- (c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa applicable to contracts made and to be performed entirely within such State, without regard to the conflict of laws principles of such State.
- (d) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

7. Initial and Renewal Terms

- (a) This Agreement shall be for an initial period of Five (5) years, it will automatically renew on December 1st, 2023 for an additional Five (5) years, unless either party gives at least a 180-day written notice to discontinue this agreement before December 1st, 2023. If this agreement continues for the entire Ten (10) years, both parties will revisit the language of this agreement within 180 days prior to its expiration date of December 1, 2028.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Woodbury County

FiberComm

By: _____

Mathew Ung
Chairman

By: _____

Jeff Zyzda
Director of Operations

Certification of County Auditor:

I Patrick Gill, certify that I am the County Auditor of Woodbury County, Iowa, and that Mathew Ung, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of June 1st, 2018.


Patrick Gill

County Auditor of Woodbury County, Iowa

Certification of FiberComm:

I Beau Streck, certify that I am the Director of Business Development of FiberComm, and that Jeff Zyzda, who executed this Agreement for and on behalf of the FiberComm, was duly authorized and empowered to do so as of June 1st, 2018.


Beau Streck

Director of Business Development