BOARD OF COUNTY COMMISSIONERS LATAH COUNTY, IDAHO

RESOLUTION NO. 2024-03

A RESOLUTION ESTABLISHING JOINT EXERCISE OF POWERS AGREEMENT FOR BROADBAND AND INFRASTRUCTURE EXPANSION

AN AGREEMENT (Memorandum of Understanding, hereinafter referred to as "MOU") having been made between Latah County ("County"), and the City of Potlatch, the City of Deary, the City of Troy, the City of Bovill, the City of Kendrick, the City of Juliaetta, the City of Genesee, the South Latah Highway District, and the North Latah Highway District ("Entities"), collectively "parties," each being a governmental entity of the State of Idaho;

WITNESSETH

WHEREAS, each of the parties to said MOU is a "public agency" as defined by Idaho Code 67-2327, and is therefore authorized to enter into a Joint Exercise of Powers Agreement under Idaho Code 67-2328; and

WHEREAS, each of the parties, as a "public agency," entered into said MOU under and, pursuant to Idaho Code 67-2328 and pursuant to Idaho Code 67-2328(b), each party must adopt a resolution or ordinance to effectuate the MOU; and

WHEREAS, each of the parties hereto have an interest in providing high-speed internet access for unserved and underserved locations with fiber optic broadband infrastructure within their jurisdictions; and

WHEREAS, the American Rescue Plan Act allocated State and Local Fiscal Recovery
Funds and Capital Projects Funds to states and counties in the United States for specific
purposes, including broadband expansion; and

WHEREAS, the Infrastructure Investment and Jobs Act allocated Broadband Equity,
Access, and Deployment funds to states for the purpose of prioritizing fiber optic facilities in

coordination with local governments to reach every unserved and underserved location in the US; and

WHEREAS, Latah County established a Broadband Coalition for the purpose of engaging stakeholders to prepare and plan for the above-named funding opportunities in order to build future-proof fiber broadband infrastructure; and

WHEREAS, the Latah County Broadband Coalition's vision includes advancing the concept that successful broadband implementation means separating infrastructure from service, where publicly funded assets are future-proof and made available to everyone at competitive wholesale rates; and

WHEREAS, Latah County submitted a comprehensive plan and proposal to the state for Capital Projects Funds and Broadband Equity, Access, and Deployment funds to meet its goal of connecting all locations in Latah County in partnership with local municipalities; and

WHEREAS, Latah County was awarded \$15 million in funding to implement said comprehensive plan in coordination with local municipalities and plans to apply for subsequent broadband funding opportunities to fund the comprehensive proposal.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Latah County, State of Idaho, pursuant to Idaho Code 67-2327 and 67-2328 that it agrees to and acknowledges the provisions in the attached Memorandum of Understanding (MOU) to jointly exercise their powers for broadband expansion with grant funds.

PASSED this 9th day of January, 2024.

Thomas C. Lamar, Chair

Kathie LaFortune, Commissioner

John Bohman, Commissioner

ATTEST:
Clerk-Deputy

Clerk-Deputy

Resolution 2024-03

Page 2 of 2



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us *Kathie LaFortune* ♦ *Thomas C. Lamar* ♦ *John Bohman*

January 4, 2024

Dear Mayor Stokes:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Bovill</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

PARTIES' CONTACTS/REPRESENTATIVES

| Christina Mangiapani Latah County Broadband Coalition | | |
|--|---|--|
| Grants Administration | | |
| 208-310-0547 | | |
| grants@latahcountyid.gov | | |
| GENERAL MOU TERMS | | |
| Consistent with the provisions of Idaho Code Sections 67-2 services and agreements is granted. As such, the Parties ag | 2326, 67-2327, 67-2328, etc., authority for such gree and acknowledge as follows: | |
| (2) Separate Legal Entity: This MOU does not create, to Idaho Code 67-2328. Administration of this join | er upon 30 days' written notice to the other party. nor seek to create, a separate legal entity pursuant | |
| County. (3) Responsibilities of the Parties: See provisions about (4) Financing: County will provide general oversight a Broadband expansion project. Funding and match Project shall be addressed in subsequent agreeme | nd administration of the grant funding and ing requirements for any specific Broadband | |
| (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County u | any party in performance of the MOU may, in the | |
| The County's execution of this MOU shall act as its agreem herein. | ent with all the terms and conditions set forth | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| Reviewed and Agreed to this <u>9th</u> day of | Reviewed and Agreed to this day of | |
| January 2024. | 2024. | |
| Tom Lamar, Chair Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | Will Stokes, Mayor City of Bovill (Authorized under Resolution No. 2024) | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us Kathie LaFortune ♦ Thomas C. Lamar ♦ John Bohman

January 4, 2024

Dear Commissioners:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>South Latah Highway District</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

PARTIES' CONTACTS/REPRESENTATIVES

| 27, 67-2328, etc., authority for such knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant ive undertaking shall be provided by | | |
|--|--|--|
| knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant | | |
| knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant | | |
| knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant | | |
| knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant | | |
| knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant | | |
| knowledge as follows: ate of the last signatory and run until days' written notice to the other party. create, a separate legal entity pursuant | | |
| days' written notice to the other party. create, a separate legal entity pursuant | | |
| create, a separate legal entity pursuant | | |
| | | |
| | | |
| (3) Responsibilities of the Parties: See provisions above. (4) Financing: County will provide general oversight and administration of the grant funding and Broadband expansion project. Funding and matching requirements for any specific Broadband | | |
| n the Parties. | | |
| n performance of the MOU may, in the ation of the MOU. | | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| and Agreed to this day of | | |
| 2024. | | |
| row, Commissioner h Highway District d under Resolution No. 2024-) | | |
| | | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us *Kathie LaFortune* ♦ *Thomas C. Lamar* ♦ *John Bohman*

January 4, 2024

Dear Mayor Brown:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Potlatch</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

<u>County Contact</u> Christina Mangiapani

PARTIES' CONTACTS/REPRESENTATIVES

| Latah County Broadband Coalition | | |
|--|---|--|
| Grants Administration | | |
| 208-310-0547 | | |
| grants@latahcountyid.gov | | |
| GENERAL MOL | J TERMS | |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | | |
| (1) Duration: The terms of this MOU shall commence terminated by any party for any reason whatsoey | | |
| terminated by any party for any reason whatsoever upon 30 days' written notice to the other party. (2) Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to Idaho Code 67-2328. Administration of this joint/cooperative undertaking shall be provided by | | |
| County. | | |
| (3) Responsibilities of the Parties: See provisions above.(4) Financing: County will provide general oversight and administration of the grant funding and | | |
| Broadband expansion project. Funding and matching requirements for any specific Broadband Project shall be addressed in subsequent agreements between the Parties. | | |
| (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County to | | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| | | |
| Reviewed and Agreed to this 9th day of | Reviewed and Agreed to this day of | |
| <u>January</u> 2024. | 2024. | |
| | | |
| Tom Lamar, Chair | David Brown, Mayor | |
| Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | City of Potlatch (Authorized under Resolution No. 2024) | |
| | | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us Kathie LaFortune ♦ Thomas C. Lamar ♦ John Bohman

January 4, 2024

Dear Mayor Groseclose:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Juliaetta</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

Christina Mangiapani

PARTIES' CONTACTS/REPRESENTATIVES

| Latah County Broadband Coalition Grants Administration | - | |
|--|--|--|
| 208-310-0547 | | |
| grants@latahcountyid.gov | | |
| The state of the s | · | |
| GENERAL MOU | <u>J TERMS</u> | |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | | |
| | er upon 30 days' written notice to the other party. | |
| (2) Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to Idaho Code 67-2328. Administration of this joint/cooperative undertaking shall be provided by County. | | |
| (3) Responsibilities of the Parties: See provisions abo | ve. | |
| (4) Financing: County will provide general oversight and administration of the grant funding and Broadband expansion project. Funding and matching requirements for any specific Broadband | | |
| Project shall be addressed in subsequent agreements between the Parties. (5) Property Ownership: Title to property acquired by any party in performance of the MOU may, in the sole discretion of County, be retained by County upon termination of the MOU. | | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| Reviewed and Agreed to this <u>9th</u> day of | Reviewed and Agreed to this day of | |
| <u>January</u> 2024. | 2024. | |
| Tom Lamar, Chair Latah County Board of Commissioners (Authorized under Recolution No. 2024 03) | Richard Groseclose, Mayor City of Juliaetta (Authorized under Resolution No. 2024) | |
| (Authorized under Resolution No. 2024-03) | (Authorized under Resolution No. 2024) | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us Kathie LaFortune ♦ Thomas C. Lamar ♦ John Bohman

January 4, 2024

Dear Commissioners:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the North Latah Highway District ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

PARTIES' CONTACTS/REPRESENTATIVES

| Christina Mangiapani | |
|--|---|
| Latah County Broadband Coalition | - |
| Grants Administration | |
| 208-310-0547 | : |
| grants@latahcountyid.gov | |
| GENERAL MOL | J TERMS |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | |
| (1) Duration: The terms of this MOU shall commence | |
| terminated by any party for any reason whatsoever upon 30 days' written notice to the other party. (2) Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to Idaho Code 67-2328. Administration of this joint/cooperative undertaking shall be provided by | |
| County. | |
| (3) Responsibilities of the Parties: See provisions above.(4) Financing: County will provide general oversight and administration of the grant funding and | |
| Broadband expansion project. Funding and matching requirements for any specific Broadband | |
| Project shall be addressed in subsequent agreeme | |
| (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County to | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | |
| Reviewed and Agreed to this 9th day of | Reviewed and Agreed to this day of |
| January 2024. | 2024. |
| <u> </u> | |
| Tom Lamar, Chair | Chuck Bond, Commissioner |
| Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | North Latah Highway District (Authorized under Resolution No. 2024) |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us *Kathie LaFortune* ♦ *Thomas C. Lamar* ♦ *John Bohman*

January 4, 2024

Dear Mayor Norris:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Kendrick</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entitles executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

PARTIES' CONTACTS/REPRESENTATIVES

| Christina Mangiapani Latah County Broadband Coalition Grants Administration 208-310-0547 grants@latahcountyid.gov | | |
|--|--|--|
| GENERAL MOL | J TERMS | |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | | |
| Duration: The terms of this MOU shall commence as of the date of the last signatory and run until terminated by any party for any reason whatsoever upon 30 days' written notice to the other party. Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to Idaho Code 67-2328. Administration of this joint/cooperative undertaking shall be provided by County. Responsibilities of the Parties: See provisions above. | | |
| (4) Financing: County will provide general oversight a Broadband expansion project. Funding and match Project shall be addressed in subsequent agreeme (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County u | nd administration of the grant funding and ing requirements for any specific Broadband ents between the Parties. If any party in performance of the MOU may, in the | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| Reviewed and Agreed to this <u>9th</u> day of | Reviewed and Agreed to this day of | |
| <u>January</u> 2024. | 2024. | |
| Tom Lamar, Chair Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | Rose Norris, Mayor City of Kendrick (Authorized under Resolution No. 2024) | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us Kathie LaFortune ♦ Thomas C. Lamar ♦ John Bohman

January 4, 2024

Dear Mayor Hermann:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Genesee</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

PARTIES' CONTACTS/REPRESENTATIVES

| Christina Mangiapani | | |
|---|--|--|
| Latah County Broadband Coalition | | |
| Grants Administration | | |
| 208-310-0547 | | |
| grants@latahcountyid.gov | · | |
| GENERAL MOU | J TERMS | |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | | |
| (1) Duration: The terms of this MOU shall commence | | |
| terminated by any party for any reason whatsoever upon 30 days' written notice to the other party. (2) Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant | | |
| to Idaho Code 67-2328. Administration of this joint/cooperative undertaking shall be provided by County. | | |
| (3) Responsibilities of the Parties: See provisions abo | ve. | |
| (4) Financing: County will provide general oversight and administration of the grant funding and Broadband expansion project. Funding and matching requirements for any specific Broadband | | |
| Project shall be addressed in subsequent agreeme | | |
| (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County to | | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| Reviewed and Agreed to this <u>9th</u> day of | Reviewed and Agreed to this day of | |
| <u>January</u> 2024. | 2024. | |
| Man Car | | |
| Tom Lamar, Chair | John Hermann, Mayor | |
| Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | City of Genesee (Authorized under Resolution No. 2024) | |
| | | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us *Kathie LaFortune* ♦ *Thomas C. Lamar* ♦ *John Bohman*

January 4, 2024

Dear Mayor Johnson:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Deary</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative in conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

PARTIES' CONTACTS/REPRESENTATIVES

| Christina Mangiapani | | |
|---|---|--|
| Latah County Broadband Coalition | - | |
| Grants Administration 208-310-0547 | | |
| grants@latahcountyid.gov | | |
| GENERAL MOL | J TERMS | |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | | |
| (1) Duration: The terms of this MOU shall commence terminated by any party for any reason whatsoeve (2) Separate Legal Entity: This MOU does not create, | er upon 30 days' written notice to the other party. | |
| to Idaho Code 67-2328. Administration of this join County. | | |
| (3) Responsibilities of the Parties: See provisions abo | ve. | |
| (4) Financing: County will provide general oversight and administration of the grant funding and Broadband expansion project. Funding and matching requirements for any specific Broadband Project shall be addressed in subsequent agreements between the Parties. | | |
| (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County of | any party in performance of the MOU may, in the | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| Reviewed and Agreed to this <u>9th</u> day of | Reviewed and Agreed to this day of | |
| <u>January</u> 2024. | 2024. | |
| Tom Lamar, Chair Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | Jason Johnson, Mayor City of Deary (Authorized under Resolution No. 2024- | |
| | · | |



P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843 (208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us *Kathie LaFortune* ♦ *Thomas C. Lamar* ♦ *John Bohman*

January 4, 2024

Dear Mayor Corr:

This correspondence will act as a Memorandum of Understanding ("MOU") whereby Latah County ("County") and the <u>City of Troy</u> ("Entity"), jointly "Parties," agree for joint and cooperative action with respect to providing a coordinated effort to obtain continuous and complete broadband high-speed internet access solutions for coverage in unserved and underserved areas in certain incorporated and unincorporated areas of Latah County ("Broadband Project").

BACKGROUND

The provision of high-speed internet access for unserved and underserved areas of the United States is a high priority. In this regard, various funding sources, including but not limited to those under the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and the Idaho Department of Commerce are being made available as an option to finance this priority in whole or in part. The Parties believe a coordinated effort through the Broadband Project can best accomplish this priority.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties' respective commitments in conjunction with the Broadband Project. Pursuant to the terms of this MOU, the Parties understand and agree as follows:

COUNTY'S RESPONSIBILITIES:

- (1) Act as the Entity's designated representative in conjunction with the Broadband Project as it deals with its jurisdiction, other Entities executing a similar MOU, and the surrounding unincorporated areas of the County to ensure the highest level of coordination of effort and most comprehensive outcome of enhanced broadband services. Representation includes but is not necessarily limited to preparation of solicitations, administration, project management, procurement, purchasing, design, network management, GIS mapping, etc. in conjunction therewith using any Broadband Project funding source.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Coordinate with the Entity's designated contact as to the county's actions under (1) above.

- (1) Designate an individual to communicate with and support the County as the Entity's representative In conjunction with the Broadband Project as it deals with its jurisdiction, other entities executing a similar MOU, and surrounding unincorporated areas of the County.
- (2) Adopt such resolutions or ordinances as may be necessary to accomplish the purpose of this MOU.
- (3) Direct any and all Broadband internet service providers or other person, entities, and organizations communicating with the Entity in conjunction with the Broadband Project to communicate with the

County Contact

PARTIES' CONTACTS/REPRESENTATIVES

| Christina Mangiapani Latah County Broadband Coalition Grants Administration | | |
|---|---|--|
| 208-310-0547 grants@latahcountyid.gov | 3 | |
| | | |
| GENERAL MOL | <u>J TERMS</u> | |
| Consistent with the provisions of Idaho Code Sections 67-2326, 67-2327, 67-2328, etc., authority for such services and agreements is granted. As such, the Parties agree and acknowledge as follows: | | |
| Duration: The terms of this MOU shall commence terminated by any party for any reason whatsoev. Separate Legal Entity: This MOU does not create, to Idaho Code 67-2328. Administration of this joir County. | er upon 30 days' written notice to the other party. nor seek to create, a separate legal entity pursuant | |
| (3) Responsibilities of the Parties: See provisions above. (4) Financing: County will provide general oversight and administration of the grant funding and Broadband expansion project. Funding and matching requirements for any specific Broadband Project shall be addressed in subsequent agreements between the Parties. | | |
| (5) Property Ownership: Title to property acquired by sole discretion of County, be retained by County to | | |
| The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth nerein. | | |
| The Entity's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein. | | |
| This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same. | | |
| Reviewed and Agreed to this <u>9th</u> day of | Reviewed and Agreed to this day of | |
| January 2024. | 2024. | |
| Tom Lamar, Chair Latah County Board of Commissioners (Authorized under Resolution No. 2024-03) | Steve Corr, Mayor City of Troy (Authorized under Resolution No. 2024) | |