

**AGREEMENT BETWEEN WEBER COUNTY AND LIBERTY BROADBAND TO APPLY FOR
A GRANT FOR THE BROADBAND INFRASTRUCTURE PROGRAM**

This agreement is entered into as of the date last signed below by and between Weber County (“County”), a political subdivision of the State of Utah, and Liberty Broadband LLC, (“Liberty Broadband”), a Utah limited liability corporation.

RECITALS

WHEREAS, the National Telecommunications and Information Administration (“NTIA”) issued a Notice of Funding Opportunity under which it will award grants for a Broadband Infrastructure Program;

WHEREAS, Liberty Broadband desires to apply for grant funding to be used in deploying high-speed fiber optic internet to Ogden Valley (“Proposed Project”);

WHEREAS, NTIA requires that grant applicants consist of a partnership between a fixed broadband service provider and a State or a political subdivision of a State;

WHEREAS, Liberty Broadband met with the Board of Weber County Commissioners on August 9, 2021 to request that the County partner with Liberty Broadband in applying for the grant;

WHEREAS, the grant application is due on August 17, 2021 (“Due Date”);

WHEREAS, there is insufficient time between the meeting with Liberty Broadband and the Due Date for County to sufficiently research the terms and conditions of the grant, Liberty Broadband, the Proposed Project, or other legal requirements the County may be obligated to comply with (“Due Diligence”);

WHEREAS, the County and Liberty Broadband desire to enter into this agreement which will allow Liberty Broadband to move forward with the grant application and will allow the County to perform its Due Diligence;

NOW THEREFORE, the parties agree as follows:

PURPOSE OF THE AGREEMENT

1. The purpose of this agreement is to allow Liberty Broadband to proceed with applying for the grant by the Due Date while still giving the County sufficient time to perform its Due Diligence. If the County determines not to move forward with the partnership with Liberty Broadband for any reason, the County may terminate the relationship and refuse to accept any grant funds without any liability to Liberty Broadband.

LIBERTY BROADBAND'S RESPONSIBILITIES

2. Liberty Broadband agrees to prepare the grant application materials and to assist the County as may be reasonably required to submit the grant application by the Due Date.
3. Liberty Broadband agrees to timely provide documentation regarding its finances, staffing, past projects, current Proposed Project, and other relevant information in order for County to perform its Due Diligence.

COUNTY RESPONSIBILITIES

4. County agrees to provide necessary assistance to Liberty Broadband as may be required to submit the grant application materials by the Due Date.
5. County will perform its Due Diligence and will notify Liberty Broadband in writing no later than November 15, 2021, NTIA's anticipated date for the selection of applicants, of its decision to either move forward with Liberty Broadband and accept any grant funding that is offered or to terminate the partnership with Liberty Broadband and refuse any grant funds.

NO LIABILITY

6. Regardless of County's decision to move forward or to terminate the partnership with Liberty Broadband, County will not be liable to Liberty Broadband for any costs, losses, or liabilities associated with the grant application, the Proposed Project, this agreement, or the termination or continuation of the partnership.
7. In the event that County and Liberty Broadband decide to move forward with the partnership and accept grant funding, the parties will enter into a separate agreement that details the parties' responsibilities in administering the grant funding and proceeding with the Proposed Project.

MISCELLANEOUS

8. **Term.** The term of this agreement shall be from the last date signed below until December 31, 2021; however, the provisions in paragraph six will survive the termination or expiration of this agreement. Either party may terminate this agreement at any time without cause.
9. **Separate Entity.** It is the intent of the parties that this agreement does not create a separate legal entity or a partnership for any other purpose than applying for grant funds as specifically stated in this agreement.
10. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and any understanding or representation of any kind not included herein or in an amendment hereto shall not be binding upon the parties.

11. **Amendment.** This agreement may only be changed, modified, or amended by written agreement signed by the parties.

12. **Governing Law.** This agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto as of the day and year written below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Jim HARVEY
James "Jim" Harvey, Chair

Date: _____

Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

LIBERTY BROADBAND

By: Michael Zindel Digitally signed by Michael Zindel
Date: 2021.08.11 18:46:46 -06'00'

Date: 08/11/2021

ATTEST:
