

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNS OF HAWLEY, SAVOY,
FLORIDA, AND MONROE
FOR THE PROVISION OF BROADBAND SERVICES**

1. **PREAMBLE:** This Agreement is entered into by the Boards of Selectmen of the Towns of Florida, Hawley, Monroe, and Savoy, Massachusetts (hereinafter the "Towns") for the purpose of providing affordable, reliable, and Internet and related services to the Towns and their residents in a cost effective manner that takes full advantage of the benefits of cooperation, economies of scale, cross border infrastructure, and access to State funding.
2. **EFFECTIVE DATES AND EXPIRATION:** This Agreement shall be effective as of the date on which it has been signed by the Select Boards of all the Towns, or their duly authorized representatives, and shall remain in effect until June 30, 2028, unless extended or terminated by mutual agreement prior to that date.
3. **SHARED AND UNIFIED REGIONAL NETWORK:** The Towns agree to work cooperatively toward the construction, operation, and maintenance of a shared regional wireless, or hybrid wireless and fiber optic, network that will provide all of the Towns and their residents with Internet service and study the feasibility of telephone, municipal public safety, and other communications (hereinafter the "Network").
4. **SHARED VENDOR AND UNIFORM SERVICES:** The Towns agree to work together in selecting and contracting with a vendor or vendors to build and operate the Network. The Towns agree that the Network shall uniformly provide the same services, fees, and terms to subscribers across all of the Towns and that all vendor contract(s) will specify the same. The Towns understand and agree that the Network will rely heavily on the efficiencies of cross border infrastructure and will not be feasible unless all the Towns work together as a single entity. Therefore, cooperation between the Towns is the essence of this Agreement.
5. **INTERNET COMMUNICATIONS OVERSIGHT COMMITTEE:** The Towns agree to form an Internet Communications Oversight Committee (hereinafter the "Committee" or "ICOC") consisting of one representative and one alternate appointed by the Board of Selectmen of each Town to an annual term running from July 1st through June 30th of the following year. Each Town will have equal voting power of the Committee. The Committee will meet from time to time, but in no event less than once quarterly, and will be empowered to oversee the design, construction, and operation of the Network in cooperation with any vendor(s) selected and to make any day to day decisions as necessary. The Committee will be responsible for recommending vendors and negotiating/drafting, reviewing, and making recommendations on any contracts therewith, although any contracts will require final approval of all the Towns. The Committee will be responsible for setting standards and benchmarks, both qualitative and quantitative, relating to service, fees, performance, and network maintenance. The Committee will have such governance authority as is necessary to carry out the forgoing mandates, however, the Committee may not incur financial or contractual obligations on behalf of its member Towns, beyond those already or otherwise agreed to by the Towns or delegated by the Towns to the discretion of the Committee, without approval of the individual Select Boards or Town Meetings as would otherwise be applicable. This restriction may be removed to the extent that the Towns accord the Committee authorizations to incur financial or contractual obligations on their behalf. During the period when the Network is under construction, the

Chairperson of the Committee will be the representative of the "Lead Town" (see Section 7). In later years, the Committee will elect a Chairperson annually.

6. **POOLING OF RESOURCES:** The Towns hereby agree to pool their funding allocations from the Massachusetts Broadband Institute, Massachusetts Technology Collaborative, or any other agency or entity allocating them funding for building out Internet infrastructure, for construction of the shared Network. In order to build the Network as efficiently and expeditiously as possible, the Towns agree to delegate their authority pertaining to disbursement of these funds to the Committee, or to the Lead Town for purposes of retaining Project Manager and Legal Counsel.
7. **LEAD TOWN:** During the design and construction of the Network, the Town of Hawley, in consultation with the other Towns, will play the role of "Lead Town" in interacting with the Massachusetts Broadband Institute, Massachusetts Technology Collaborative, or any other State Agency and in contracting and working with the Project Manager and Legal Counsel. For purposes of this Agreement, the term "Lead Town" shall have the same meaning as generally ascribed to it in the Massachusetts Technology Collaborative's "Action Plan — WiValley 4-Town Wireless Network — Relative to a Proposal by WiValley, Inc. to Design, Construct and Operate a Wireless Network in Hawley, Florida, Monroe and Savoy, MA" and the "Grant Agreement Between Massachusetts Technology Collaborative and the Towns of Hawley, Florida, Monroe and Savoy, Massachusetts" both finalized in August of 2018.
8. **AGREEMENTS INCORPORATED BY REFERENCE:** The Massachusetts Technology Collaborative's "Action Plan — WiValley 4-Town Wireless Network — Relative to a Proposal by WiValley, Inc. to Design, Construct and Operate a Wireless Network in Hawley, Florida, Monroe and Savoy, MA" and the "Grant Agreement Between Massachusetts Technology Collaborative and the Towns of Hawley, Florida, Monroe and Savoy, Massachusetts," both finalized in August of 2018, are hereby incorporated by reference and the Towns agree to the terms and provisions set forth therein.
9. **JOINT OWNERSHIP OF PHYSICAL ASSETS:** All physical assets belonging to the Towns as part of the Network, including without limitation towers, poles, buildings, and the like, but excepting any assets specifically belonging to any vendor(s) or other entity, belong to all the Towns jointly through the Network and not to any individual Town. The Network assets will be managed and controlled by the Committee in accordance with the contracts made with any vendor(s) selected and with the Massachusetts Broadband Institute, Massachusetts Technology Collaborative, or the Towns.
10. **AMENDMENT:** This Agreement may be amended from time to time, or extended prior to its expiration date, by written agreement of the Boards of Selectmen of all four Towns.
11. **WITHDRAWAL:** Any Town may withdraw from this Agreement by giving the other Towns sixty days written notice, however in doing so, it agrees that it will not be able to recover any portion of its funding from the Massachusetts Broadband Institute, Massachusetts Technology Collaborative, or any other source, which has been expended on the Network up to that point. It further agrees, in accordance with the critical role of cross border infrastructure, that the Committee will retain control over the management and operation of any physical assets and land rights belonging to the Network pursuant to Section 9 that exist within the exiting Town. The withdrawal of any Town from the Network will not be construed to prohibit the Network, the Committee, or any vendor servicing the Network from providing or continuing to provide Internet and other services to that Town or its residents; however neither the Network, the Committee,

the other Towns, nor any vendors shall be required to provide or continue to provide such services if the withdrawing Town's withdrawal renders doing so unfeasible for technical, financial, management, or regulatory reasons, in the opinion of the remaining Towns. The withdrawal of any Town from this Agreement shall have the effect of also being a withdrawal of that Town from the _____ (ICOC).

12. INDEMNIFICATION: Each Town agrees to indemnify and hold harmless each other Town and its representatives, affiliates, officials, employees, and agents, (Indemnified Parties), from and against any liability, loss, judgment, or costs, (including reasonable attorneys' and experts' fees and costs associated with legal defense), arising from or incidental to this Agreement, except for such liabilities, losses, judgments, or costs arising out of the negligence or wrongdoing or wrongful omissions of the Indemnified Party.

13. SEVERABILITY: If any part of this Agreement is found or rendered invalid/illegal by a court of competent jurisdiction or by future legislation or regulation, the other parts of the Agreement shall remain in effect as though the invalid/illegal provision had not existed.

IN WITNESS WHEREOF, THE BOARDS OF SELECTMEN OF THE TOWNS OF HAWLEY, SAVOY, FLORIDA, AND MONROE, MASSACHUSETTS, OR THE CHAIRMEN THEREOF, HAVING BEEN DULY AUTHORIZED, HAVE EXECUTED THIS AGREEMENT UNDER THEIR HANDS AND SEALS:

For the Town of Florida

Neil Olson

Date: 9-10-18

For the Town of Hawley

Thomas G. Henderson
Chair, Board of Selectmen
Duly Authorized

Date: 9-27-2018


For the Town of Monroe

Carla Davis-Little
Carla Davis-Little

9-17-18

Date: _____

For the Town of Savoy



Savoy Town

Date: 9/6/18