

**Public-Private Partnership  
Memorandum of Understanding**

This Memorandum of Understanding is entered on June 27 2023, by and between Jefferson County, Nebraska ("Public Partner"), and Diode Communications ("Private Partner") with regard to cooperation in seeking state funding for deployment of broadband infrastructure in rural areas of Jefferson County, excluding all locations under the jurisdiction of incorporated cities and villages (the "Project").

**Public Partner and Private Partner (the "Partners") acknowledge the following Principles:**

1. Broadband connectivity is critical to attracting talent and facilitating innovation necessary to general economic sustainability and growth.
2. Broadband connectivity is critical to the success of Nebraska's agricultural industry and other industries competing in a global marketplace.
3. Broadband connectivity is critical to the provision of basic services, such as education, government, public safety, and health care, as the ongoing pandemic has demonstrated.
4. All interested parties should be working together to rapidly deploy broadband infrastructure throughout Nebraska/the Project footprint.
5. Public bodies, such as cities, counties, public power districts and cooperatives in Nebraska/the Project footprint have a demonstrated record of constructing and maintaining critical long-term infrastructure.
6. Private entities, operating rapidly evolving technologies in competitive marketplaces, best serve the needs of consumers of technology-based services.
7. Both Partners have demonstrated records of constructing and maintaining critical long-term infrastructure necessary to provide service in rural areas.
8. Cooperation between public bodies and private entities with proven records of serving Nebraskans, especially in rural areas like the Project footprint, is critical to rapid broadband deployment.

**Acknowledging these Principles, the Partners agree as follows:**

1. This Memorandum of Understanding shall not be construed to be or to bind either Partner to any specifications, requirements, statements of work, or invitations for bid or requests for proposal under the American Rescue Plan Act or any other governmental program, unless specifically and mutually agreed upon in writing.
2. The Partners will work together to seek the following funding for the Project:
  - a. Nebraska Broadband Bridge Program; and
  - b. Other funding the parties mutually agree in writing to seek.
3. The Partners will cooperate to promptly assemble information, marshal resources, and complete action needed to seek funding.
4. To prepare for the event that the Partners receive such funding for the Project, the Partners will earnestly work and negotiate in good faith to determine how to expeditiously deploy broadband infrastructure to best serve the needs of all locations in the Project footprint, including:
  - a. Establishment of necessary entities and contractual relationships for constructing, owning, operating, and maintaining broadband infrastructure, including, but not limited to:
    - i. Simple and efficient administrative processes;
    - ii. Dark fiber leasing and other arrangements that facilitate broadband deployment and allow, at least, recovery of costs, together with any debt service, capital recovery and ongoing maintenance directly related to the broadband infrastructure; and
    - iii. Collocation, pole attachment and easements rates that are cost-based and cover any debt service, capital recovery and ongoing maintenance directly related to the broadband infrastructure.
  - b. Cooperating with one another and collaborating with others in Project footprint to ensure that residents will be able to afford the services offered;
  - c. Effectively leverage other available funding for the Project;
  - d. Development of technical, financial, management, administrative, and legal structures, resources, processes, and best practices; and
  - e. Efficient and cost-effective Project planning, deployment, operations, and maintenance.
5. The Partners agree to use best efforts to utilize any awarded funding to work together to deploy broadband infrastructure necessary to offer reliable and affordable broadband and, as required, voice services to all locations in the Project footprint.
6. The Private Partner will provide services that comply with all applicable federal, state, and local legal and regulatory requirements.
7. So long as the Private Partner provides services consistent with the Memorandum of Understanding and any subsequently negotiated agreements, and subject to any such subsequent agreement, the Public Partner will not provide broadband services to customers in the Project Footprint for any fee, rate, tax, surcharge, or other assessment.
8. The Partners will further comply with requirements related to the Project mutually agreed to by the Partners, including deadlines for project completion, milestone reporting, speed test standards, and other reasonable accountability measures.
9. The Partners at any time may mutually agree in writing to modify the terms and conditions of this Memorandum of Understanding.

  
Jefferson County, Nebraska

  
Diode Communications