

not alter any information provided to it by WIN to be used for State Reporting or other purposes, without first obtaining WIN's written consent. To the extent possible, County will arrange for WIN to have read-only access to any State Reporting electronic portals, but County will still be responsible for completing and submitting all State Reporting. WIN agrees that it will provide County with such assistance as is reasonably necessary to allow County to comply with the American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award Terms and Conditions, including those terms listed in Exhibit B thereto, as executed on behalf of the County on April 18, 2022, (the "Terms and Conditions") and that it will comply with such portions of the Terms and Conditions and federal and state law that are applicable to WIN as a for-profit subrecipient of the Funds. The Terms and Conditions are attached as **Attachment C**. The execution of the Terms and Conditions on behalf of the County on April 18, 2022, is hereby ratified by the County.

## **CONSTRUCTION**

### **10. WIN Responsibilities.**

- a. All work on the Project will conform to the plans described in **Attachments A and B**.
- b. The Project shall be performed in a workman like fashion in keeping with the prevailing industry standards, in accordance with all applicable building, electrical, and safety codes, and in accordance with plans and specifications upon which the parties mutually agree.
- c. Upon completion of the Project, WIN shall notify the County.
- d. WIN shall be responsible for Project Costs that exceed the amount of the Funds.

- 11. Completion Date.** The parties agree to use commercially reasonable efforts to have the Project completed on or before December 31, 2024. The Project will be complete for purposes of this Agreement upon the completion of all construction required by this Agreement, the payment of all subcontractors, the execution and delivery of final lien waivers and releases by all subcontractors, the provision by WIN of a properly executed final release and waiver of all liens in favor of WIN, the completion of all punch list items reasonably required by the County, the conclusion of all operational testing, the submission by WIN of all financial, performance, and other reports required by the terms and conditions of the award of the Funds to the County.

## **LEGAL INTERESTS/RIGHTS IN CONSTRUCTED PROJECT**

- 12. Project Ownership.** The County will have no ownership right or interest in any part of the Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Project to WIN. WIN retains full legal and/or beneficial title, to any and all components of the Project, including during construction, and the components will be utilized as part of the WIN network. WIN will operate the Project in compliance with applicable federal, state, and local statutes, ordinances, and regulations, will be the end user services provider to all end users being provided broadband service utilizing the Project, and will provide for all billing, customer relations, and marketing with respect to the Project. The County will have no responsibility