

**COOPERATIVE AGREEMENT TO ESTABLISH A COVERED PARTNERSHIP FOR  
JOINT PARTICIPATION IN A BROADBAND FUNDING PROGRAM**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is entered into as of August 12th, 2021 (“Effective Date”), by and between Carroll County, the Development Authority of Haralson County, the Development Authority of Heard County, Paulding County, and the Development Authority of Polk County, all of which are political subdivisions of the State of Georgia and/or have been delegated authority to enter into this Agreement by their respective Counties (the “Counties”), and DoveTel Communications, LLC., d/b/a SyncGlobal Telecom (“SyncGlobal”), of Bremen, Georgia (collectively referred to as “Parties” and individually as a “Party”).

**RECITALS**

**WHEREAS**, each of the Counties has a pressing need for broadband capabilities to be extended to unserved portions of their communities; and

**WHEREAS**, SyncGlobal is committed to building out a broadband fiber network in partnership with Carroll Electric Membership Cooperative (Carroll EMC) throughout the five Counties that comprise Carroll EMC’s electric service area; and

**WHEREAS**, on May 19, 2021, the U.S. Department of Commerce’s National Information and Telecommunications Administration (“NTIA”) issued a Notice of Federal Funding Opportunity (“NOFO”) announcing the availability of broadband funding for states and political subdivisions under its Broadband Infrastructure Program (“NTIA Grant”), authorized by the Consolidated Appropriations Act, 2021, Division N, Title IX, Section 905, Public Law 116-260, 134 Stat. 1182 (Dec. 27, 2020) (Act); and

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA; P.L. 117-2) was enacted. Among other things, the ARPA allocates federal funding to the state of Georgia that may be utilized to broadband deployments in unserved areas of the State. The Governor’s Office of Planning and Budget has announced the availability of this funding in the form of broadband grants (“OPB Grant”); and

**WHEREAS**, each of the Counties intends to seek an NTIA Grant and/or an OPB Grant for the construction of broadband facilities over which SyncGlobal shall offer broadband service to unserved areas; and

**WHEREAS**, the NOFO rules require that the NTIA Grant applicants be a “Covered Partnership,” which is defined as a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service (“Broadband Provider”); and

**WHEREAS**, each of the Counties have, or will have, either entered into a public private partnership with SyncGlobal, or have, or will have, entered into a letter of commitment with SyncGlobal by the date of the NTIA Grant and/or OPB Grant application submittal date, evidencing a commitment to form such a public-private partnership, under which SyncGlobal would be designated as the Broadband Provider in an NTIA Grant and/or OPB Grant application

and would be contractually obligated to design, engineer, construct, and operate broadband network facilities funded by the NTIA Grant and/or OPB Grant, as well as being responsible for managing the Grant reporting and compliance requirements; and

**WHEREAS**, the NTIA and OPB rules authorize and encourage one or more political subdivisions to jointly file a single Grant application as a Covered Partnership; and

**WHEREAS**, the Parties recognize that the grant application periods for both the NTIA Grant and the OPB Grant overlap; and

**WHEREAS**, the Parties desire to collectively form a Covered Partnership to file a single joint application to both the NTIA and the OPB, with SyncGlobal designated as the Broadband Provider, that will allow the Parties to collectively realize the efficiencies and economies of scale of designing, developing, and implementing a regional contiguous fiber optic network among and between the five counties, and that will enable broadband service to be extended to the greatest number of unserved locations in the fastest and most cost effective manner; and

**WHEREAS**, in order to effectuate this Covered Partnership and joint NTIA Grant application and OPB Grant application, the Parties desire to enter into a cooperative agreement establishing the respective rights of each Party and demonstrating their individual and collective commitment to satisfy the requirements of the NTIA Grant and/or OPB Grant.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **1. DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below.

- 1.1 **Applicable Law**: means any federal, Georgia, or local law, regulation, or ordinance governing any aspect of this Agreement.
- 1.2 **Broadband Provider**: means the designated provider of fixed broadband service under a Covered Partnership. For purposes of the Covered Partnership created by this Agreement, SyncGlobal is the designated Broadband Provider.
- 1.3 **Covered Partnership**: means a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service.
- 1.4 **Lead Applicant**: means the single Party in whose name the NTIA Grant Application and/or OPB Grant is filed by the Covered Partnership.
- 1.5 **NTIA**: means the National Telecommunications and Information Administration.

- 1.6 NTIA Grant: means the broadband funding being made available for states and political subdivisions under the NTIA Broadband Infrastructure Program.
- 1.7 OPB: means the Georgia Governor's Office of Planning and Budget.
- 1.8 OPB Grant: means the broadband funding being made available by the OPB from funding allocated to the state of Georgia under ARPA.
- 1.9 Subrecipients: means the non-Lead Applicant members of the Covered Partnership including SyncGlobal. The Counties that are Subrecipients shall receive a subaward applicable to their respective County.

## **2. PURPOSE; SCOPE; AND PROCESS**

- 2.1 The Parties agree to form a Covered Partnership consisting of: (1) each of the named Counties and or their Development Authorities set out above; and (2) SyncGlobal, as the designated Broadband Provider, for the purpose of jointly applying for an NTIA Grant and an OPB Grant to construct broadband facilities in unserved areas of each of the respective Counties.
- 2.2 While submitted as a joint application, the specific grant request amount for each County shall be determined by SyncGlobal and the individual Counties based on the network engineering and construction costs determined by SyncGlobal.
  - 2.2.1 SyncGlobal will take primary responsibility for the development of the individual grant application components for each County, including all engineering work required.
  - 2.2.2 Each County is individually responsible for working and coordinating with SyncGlobal to develop the application materials and Grant requirements for their own County.
- 2.3 Each County agrees to commit to making a match contribution of cash or in-kind compensation for up to ten percent (10%) of the amount of the grant requested by that County for their community not to exceed an amount specified by the County or the Development Authority in their letter of commitment. For example, if the total amount awarded for a particular County is reduced by the NTIA or OPB from what was requested then the in-kind match for that County will be reduced by a corresponding amount.
  - 2.3.1 Each County's matching contribution will only be applied to address costs of the fiber network within their respective County.
  - 2.3.2 It is agreed and understood that although the Parties may submit a grant application to both the NTIA and the OPB grant programs the match funds being pledged by the Counties will only be utilized for a single grant program.

- 2.4 SyncGlobal will utilize its existing core infrastructure including its phase one West Georgia Fiber to the home project to support all aspects of the NTIA Grant or OPB Grant and will to the extent allowed by Applicable Law and the NTIA Grant or OPB Grant program, contribute facilities and network capabilities as an in-kind match.
- 2.5 Unless otherwise specified by NTIA or OPB in their respective award documents, if an NTIA Grant or OPB Grant is made to the Covered Partnership each of the Counties shall receive the funding amount that was requested in the application for their respective County.
- 2.6 The Counties and SyncGlobal agree that SyncGlobal shall be the designated Broadband Provider for the Covered Partnership and each County and SyncGlobal commit to enter into a public private partnership or provide a letter of commitment by the first week of August 2021, evidencing a commitment to work with SyncGlobal as the County's exclusive Broadband Provider for purposes of the NTIA Grant award or the OPB Award.
- 2.6.1 As the Covered Partnership's designated Broadband Provider, SyncGlobal agrees to be contractually obligated to the Counties to design, engineer, construct, manage, and operate the broadband network funded by the NTIA Grant or OPB Grant for the Covered Partnership as a whole and the individual County Subrecipients.
- 2.6.2 As the Covered Partnership's designated Broadband Provider, SyncGlobal agrees to be contractually obligated to the Parties to meet all NTIA or OPB Grant construction buildout and service requirements, as well as complying with all applicable federal and Georgia broadband regulatory compliance requirements.
- 2.7 Each Party agrees to comply with all applicable NTIA Grant or OPB Grant conditions or requirements as well as all other applicable federal and Georgia laws impacting the use of the grant funds, including making all necessary grant application certifications.
- 2.7.1 SyncGlobal agrees to contractually undertake responsibility for tracking all grant funds as well as complying with all NTIA or OPB accounting practices and reporting requirements (either directly or through the Lead Applicant) on the use of grant funds. Each County shall reasonably coordinate with SyncGlobal as necessary for SyncGlobal to assemble and report such information in a timely manner.
- 2.7.2 SyncGlobal shall act as a single point of contact for the Covered Partnership and each participating County agrees to coordinate with SyncGlobal to allow it to respond to information requests from the NTIA or OPB in a timely manner.

- 2.8 The Parties will create a committee consisting of at least one representative of each County to work with SyncGlobal to respond to requests of NTIA and/or OPB and to coordinate with the Georgia Department of Community Affairs.
- 2.8.1 This committee will commence upon the Effective Date of this Agreement and end when the committee determines it is no longer needed by majority vote.
- 2.9 Any participating County may, to the extent allowed by Applicable Law delegate responsibility under this Agreement to an authorized development authority.
- 2.10 It is agreed and understood that SyncGlobal will own all of the NTIA Grant or OPB Grant funded network facilities, and be responsible for all Georgia Public Service Commission and Federal Communications Commission reporting and remitting responsibilities for operating and providing broadband end user services, as well as all engineering, design build, maintenance, replacement, and other operational responsibilities related to the fiber broadband network, and applicable NTIA or OPB responsibilities for reporting, except to the extent that ownership of certain grant funded network facilities may initially be transferred to a particular County or Development Authority on a temporary basis as part of a mutually agreed upon tax abatement in accordance with Georgia law.

### **3. JOINT APPLICATION AND AWARD**

- 3.1 Consistent with the NOFO and the NTIA's regulations, there will be a designated single Lead Applicant for the Covered Partnership.
- 3.2 Each of the non-Lead Applicant Counties, as well as SyncGlobal, that are part of the Covered Partnership shall be designated as Subrecipients.
- 3.2.1 It is the intention of the Parties that the Development Authority of Haralson County shall serve as the Lead Applicant for purposes of the NTIA Grant application, if, however, it shall become necessary or otherwise deemed to be more efficient in preparing and submitting a successful joint application for the Covered Partnership, the Parties agree that Paulding County or another County may be designated as the Lead Applicant.
- 3.2.1.1 SyncGlobal may be designated as the Lead Applicant in the OPB Grant application.
- 3.2.2 Despite the designation of Lead Applicant, all of the Parties to this Agreement are equal members of the Covered Partnership, and each County as a Subrecipient will receive the funding associated with their portion of the NTIA Grant or OPB Grant application and will assume the grant obligations for their respective use of the Grant funds.

- 3.3 If awarded an NTIA Grant or OPB Grant, the Lead Applicant and all Subrecipients, including SyncGlobal, will enter into a grant and security trust agreement as required by NTIA or OPB, and commit to meeting the obligations of the Grant.
- 3.3.1 The consortium will only enter into one grant award at a time, in the event that the consortium is awarded a grant by both the NTIA and the OPB the Parties shall mutually agree upon which of the grants to accept and which to decline.
- 3.4 In the event that the NTIA or OPB wants to revise or rescope the amount of the Grant award, the Counties and SyncGlobal will work in good faith to accommodate this request. In no instance will any revision or rescoping of the award cause any County to incur additional liabilities without that Party's written consent.
- 3.5 Given the large amount of costs being undertaken by SyncGlobal to prepare and manage the Grant application process, any Grant funds made available for reimbursement of Grant preparation costs shall be provided to SyncGlobal.

#### **4. MISCELLANEOUS**

- 4.1 While this Agreement is focused on the creation of a Covered Partnership for the NTIA Grant and OPB Grant program, the Parties may amend this Agreement from time to time as deemed mutually desirable to participate in other federal and/or Georgia broadband grant programs.
- 4.2 This Agreement shall commence on the Effective Date. If no associated grant is awarded within 36 months this Agreement will terminate unless mutually approved by the Parties to stay in effect until another specified date. If an associated grant is awarded this Agreement will stay in affect for no less time than is required by the associated grant program(s) award requirements. If the NTIA or OPB proposes a change in the award amount of greater than ten percent or more for a particular County and such County is not able to reach a final agreement with the NTIA or OPB then such County may withdraw from this Agreement.
- 4.3 Each Party represents that it has all requisite authorizations to enter into this Agreement and that this Agreement, when executed and delivered, is a valid and binding commitment and obligation of that Party enforceable according to its terms.
- 4.4 This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- 4.5 This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts.

[Signatures on Next Pages]

SIGNED:

Carroll County, Georgia

By: \_\_\_\_\_  
Michelle Morgan  
Board of Commissioners

Attest: \_\_\_\_\_  
Clerk

Development Authority of Haralson County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Development Authority of Heard County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Development Authority of Polk County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Paulding County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

DoveTel Communications, LLC

By \_\_\_\_\_

Kyle Williamson  
CEO and President