



ECONOMIC DEVELOPMENT AUTHORITY OF KING WILLIAM COUNTY, VIRGINIA

BOARD OF DIRECTORS
SPECIAL MEETING
SEPTEMBER 2, 2020 - 7:00 P.M.
KING WILLIAM COUNTY ADMINISTRATION BUILDING
KING WILLIAM, VIRGINIA

A G E N D A

1. Call to Order
2. Roll Call
3. Review and Adoption of Meeting Agenda
4. Special Meeting Matters:
 - a. All Points Broadband
5. Next Meeting:
 - a. September 9, 2020
6. Adjourn



June 29, 2020

King William County, Economic Development Authority
Attn: KWIC Committee
180 Horse Landing Road, #4
King William, Virginia 23086
c/o emoren@kingwilliamcounty.us

RE: Response of All Points Broadband to RFP 2020-09

Dear Sirs,

On behalf of All Points Broadband and its affiliates (“All Points”), I am pleased to respond to RFP 2020-09.

Our Proposal

All Points is uniquely positioned to partner with King William County (“County”) to dramatically improve broadband access and availability in the County through a process that will deliver tangible results. We propose to work with the County as its dedicated broadband partner to (i) comprehensively identify currently unserved and underserved areas, (ii) determine which subsets of currently unserved and underserved areas are eligible for which of the various state and federal funding mechanisms to support broadband deployment, (iii) recruit and engage the other infrastructure owners and service providers required to make additional broadband deployments feasible, (iv) design broadband deployments tailored to leverage partnership contributions while maximizing eligibility for public support mechanisms, (v) apply for public support mechanisms for deployments in the County on a rolling basis, and (vi) build, operate and maintain an updated broadband infrastructure for the County.

About All Points Broadband

All Points is the largest and fastest growing hybrid-fiber-wireless Internet service provider in the mid-Atlantic and a two-time honoree (in 2018 and 2019) on the *Inc. 5000* list of America’s fastest growing privately held companies. We empower communities by bringing utility grade broadband to underserved markets, and presently offer service in several market areas in Virginia, West Virginia, Maryland and Kentucky.

All Points is a portfolio company of funds affiliated with Akre Capital Management, LLC, a Virginia based asset management firm with more than \$15 billion of assets under management. The firm invests in a small number of business that are run by talented and honest managers.

We are focused on leveraging public-private partnerships and public support mechanisms to expand our footprint and deliver high quality broadband to presently unserved and underserved communities.

All Points is a professionally managed, entrepreneurial, rural broadband provider. We are the ideal partner to lead a comprehensive strategy to expand broadband in the County.

What Makes All Points Different

Unlike most other broadband providers, whose deployment models target densely populated areas and layer the provision of additional services (content, voice, etc.) onto their broadband offerings, All Points was formed for the specific purpose of bringing utility-grade, content-neutral broadband to unserved areas. Bridging the digital divide is our passion, and we have a distinct perspective and unique experience overcoming the special challenges presented by rural broadband deployment. Rural broadband is our focus. It is what we have been doing—very successfully—for many years.

In contrast to many other providers who only deploy a single last-mile access technology (e.g., fiber, dsl, or coaxial cable), All Points is truly technology agnostic. This approach is essential for delivering utility-grade broadband in rural and semi-rural markets in a capital efficient, sustainable manner. We embrace partnerships with electric companies and other partners and to extend service across network elements that we do not own, because doing so is frequently the only way to extend service to the unserved. We will work with the County to develop deployment strategies and network architectures that satisfy your objectives and technology preferences leveraging the resources available.

All Points is a Respected and Engaged Industry Leader

All Points and our management team are respected and engaged industry leaders, with significant experience in matters of public policy and public-private partnerships.

Our CEO represents the our industry on Virginia's Broadband Advisory Council and is a former director and current Chairman of the Government Affairs Committee of our national industry association. In this capacity he frequently represents our industry with members of Congress and before the Federal Communications Commission. He serves as Treasurer of the industry's federal political action committee and has testified before the U.S. Senate regarding rural broadband policy.

Before founding All Points, he served as Assistant Secretary of Transportation for two Virginia Governors. In this role he oversaw the advancement of several high profile public-private transportation partnerships and was responsible for legislative and regulatory affairs for six agencies. He is the founder and principal architect of the successful initiative to build the 55-mile Virginia Capital Trail linking Richmond and Jamestown. As the enclosed letter regarding his

initial appointment to the Broadband Advisory Council demonstrates, he is well respected by senior legislators on both sides of the aisle.

Other senior managers have served multiple terms as President of our national industry association and sit on the communications commission in one of the Virginia counties where we operate. Additional biographical information for our senior management team is enclosed.

Leveraging the Dominion Pilot Statute for Broadband in King William

Recently adopted legislation set forth in Virginia Code § 56-585.1:9 (the “Pilot Statute”) authorizes ISPs to partner with Dominion Energy to leverage Dominion’s middle-mile fiber infrastructure to reduce the cost of extending broadband to currently-unserved locations. All Points was selected by Dominion Energy to serve as a last-mile ISP partner and is presently working with Dominion, the Northern Neck Electric Cooperative, and the Counties of King George, Northumberland, Richmond, and Westmoreland to expand fiber-to-the-home broadband to unserved areas of those counties under the Pilot Statute.

As the attached letter from Dominion’s Rural Broadband Program Manager indicates, All Points and Dominion have identified King William as another jurisdiction where use of the Pilot Statute may provide a unique and significant opportunity to expand broadband. If selected as the County’s broadband partner, All Points would promptly engage Dominion and begin work on the analysis and planning necessary to support an application to commence one or more projects in the County under the framework set forth in the Pilot Statute.

We Look Forward to Working With You

Thank you for your consideration. We look forward to working with you.

Sincerely,



James G. Carr
Chief Executive Officer

Responses to Requested Information

1(a) – Please identify yourself and any organization you represent

James G. Carr
Chief Executive Officer, All Points Broadband
908 Trailview Boulevard SE
STE 170
Leesburg, Virginia 20175
FEIN: 46-3415520
legal@allpointsbroadband.com
703-554-6610

1(b) – Indicate in what capacity you are responding

All Points is a last-mile provider of broadband internet service.

2. Please identify and describe any Virginia counties and/or regions that you represent or in which you conduct business.

All Points operates broadband networks in three market areas covering portions of 4 states (Virginia, West Virginia, Maryland and Kentucky). Our current Virginia operations are organized into two market areas: Northern Virginia (principally in Loudoun, Clarke and Warren Counties), and the New River Valley (principally in Montgomery, Roanoke, Giles and Pulaski Counties).

We recently entered into a partnership with the Northern Virginia Electric Cooperative to leverage the cooperative's existing fiber assets to expand fiber-to-the-home broadband in our Northern Virginia market.

In addition to our two operating Virginia markets, we are currently partnering with Dominion Energy, the Northern Neck Electric Cooperative, and the Counties of King George, Northumberland, Richmond, and Westmoreland to expand fiber-to-the-home broadband to unserved areas of those counties leveraging the provisions of Virginia Code § 56-585.1:9 (the "Pilot Statute").

3. Please provide at least three (3) references, including contact information, from previous contracts or partnerships.

Ed Diggs
Rural Broadband Program Manager
Dominion Energy
Ed.Diggs@dominionenergy.com

Jerry W. Davis, AICP
Executive Director
Northern Neck Planning District Commission
jdavis@nnpdc17.state.va.us

James A. (Jim) Moss
VP, Operations
Northern Neck Electric Cooperative
Jmoss@nec.coop

Clayton S. Howlett
Director of Information Technology
County of Pulaski, Virginia
cshowlett@pulaskicounty.org

4. If you are a broadband/high-speed internet provider, please describe your experience, capabilities and qualifications in the broadband sector, including other networks your organization has designed, built, maintained, or operated.

All Points is the largest and fastest growing rural-focused Internet service provider in the mid-Atlantic and a two-time honoree (in 2018 and 2019) on the *Inc. 5000* list of America's fastest growing privately held companies.

All Points provides fixed wireless and fiber optic Internet connectivity, primarily to residential customers in rural and semi-rural markets in Virginia, West Virginia, Maryland, and Kentucky. We design, build and operate last-mile broadband networks using the optimal mix of fiber-to-the-home (FTTH) and fixed wireless technologies.

All Points was selected by Dominion Energy as a last-mile ISP partner for deployments under the recently adopted Pilot Statute, that enables last-mile ISPs to leverage Dominion's middle-mile infrastructure to drive broadband deployment to unserved areas of Virginia.

To deliver residential service we typically lease middle mile fiber between our primary data centers and key distribution points on our network (such as telecommunications towers or fiber nodes), from which points we deliver last mile connectivity using both active Ethernet and GPON technologies (for FTTH deployments) and a point-to-multipoint architecture (for fixed wireless deployments).

Critical distribution points on our network are also connected via licensed microwave links and/or leased middle mile fiber to ensure redundancy and reliability.

We also provide wholesale IP transit services to other ISPs from our data center presences in the tier-one global data centers in Ashburn, Virginia and Chicago, Illinois.

5. *If you are a broadband/high-speed internet provider, please describe the assets and capabilities that might lead you to participate in the expansion of internet access in King William County, including, but not limited to, fiber, conduits, towers, poles and other physical infrastructure.*

If selected as the County's broadband partner, All Points will conduct a comprehensive review of the assets and capabilities that the County and other potential partners could contribute to support prompt and cost-effective broadband deployments. This will include a review of existing long-haul and middle-mile fiber assets, publicly and privately owned vertical real estate, and other infrastructure that can be leveraged to speed deployment and reduce costs. The resulting inventory will inform our network design to expand service to unserved areas.

6. *Please describe potential partnerships you feel will/may be necessary to enable the KWIC Initiative to achieve its goals?*

- a. *Are there strategic partners whose cooperation would enhance your ability to deliver services under the Initiative and/or reduce your time and cost to deploy? If so, please list the strategic partners you are currently working with and/or plan to partner with in the future.*

Yes. All Points and Dominion Energy have identified King William County as a jurisdiction where the provisions of the Pilot Statute present an excellent opportunity to expand broadband access in a cost effective manner. We are currently working with Dominion Energy, the Northern Neck Electric Cooperative and the Counties of King George, Northumberland, Richmond and Westmoreland to prepare a project in those jurisdictions, and we anticipate submitting that project for initial State Corporation Commission approval in the third quarter of this year. We are excited about the prospect of expanding this partnership model with Dominion Energy in the County.

- b. *Would you be willing to partner with other broadband providers and/or municipalities to provide broadband access to underserved and unserved areas of King William County? If so, please explain under what circumstances you would be willing to enter such partnerships.*

Yes. All Points is willing to partner with other broadband providers and municipalities to expand access in the County. When feasible and cost effective, All Points will use existing fiber and other assets owned by other broadband providers to achieve network expansion. We are willing to partner with municipalities whenever doing so can reduce costs and achieve efficiencies.

- c. *Are you willing to connect to open-access fiber networks? Or to open your fiber networks or lease fiber or communications services to partners?*

Yes. Where available, All Points will connect to open-access fiber networks in order to expand our network. All Points will also make its network available to other providers on a wholesale basis.

- d. *Are there types of interconnection arrangements that would foster innovative models to reach underserved and unserved areas?*

Expanding our partnership with Dominion Energy to include a project in King William is advancing an innovative model to provide service to unserved areas.

7. What other steps do you believe the County of King William can take to encourage or facilitate partnerships?

The County can engage a dedicated broadband partner to conduct a comprehensive review of current conditions, determine potential partnerships that will reduce cost and/or expedite deployment, seek funding through all available public support mechanisms, and begin expanding broadband in King William.

8. Please provide any other comments and/or recommendations relevant to the KWIC Initiative.

Anticipated Process

If selected by the County, APB will serve as your turn-key partner to manage all aspects of advancing broadband deployments in unserved and underserved parts of the County.

We anticipate that a deployment with Dominion under the Pilot Statute will be an important component of a broadband strategy for the County and initiating the scoping process with Dominion will be the first priority for our work in King William.

In addition, our process will include a comprehensive review of current conditions in the County. This includes a detailed needs assessment that will identify unserved and underserved areas, a market and demographics analysis to inform our financial feasibility analysis, an inventory of existing infrastructure that can be leveraged to support broadband deployment and an identification of the appropriate public support mechanisms (such as grant and subsidy programs) to pursue for projects in the County.

As this comprehensive review is nearing completion, we will layer on a technology and network architecture analysis to identify deployment scenarios that will meet the County's objectives, which we anticipate will leverage the Pilot Statute to support broadband deployment in currently unserved areas. We will also conduct a public support program scoping process to ensure that—in addition to potential deployments in partnership with Dominion under the Pilot Statute—our proposed network will *also* have maximum eligibility for appropriate public support mechanisms. We will then complete a financial feasibility analysis to identify how best to leverage the Pilot Statute in the County, and the additional resources that would be required to construct the recommended infrastructure.

The foregoing activities will inform a Network Feasibility Study which will be delivered to the County for review.

Upon completion of the Network Feasibility Study, APB will use its conclusions and recommendations to support the preparation of materials necessary for a petition by Dominion for

approval of broadband deployments in the County under the Pilot Statute. In addition, if the Network Feasibility Study concludes it is appropriate to do so, APB will also prepare and submit grant applications for other public support programs available to the proposed network.

An indicative timeframe for conducting these activities is set forth below:

Activity	Start Month	Complete Month
Contract Award	1	1
Detailed Needs Assessment	1	3
Market & Demographics Analysis	1	3
Identification of opportunities to leverage existing infrastructure	1	3
Project Scoping for Partnership with Dominion Under the Pilot Statute	1	3
Identification of Funding Resources for deployment	2	4
Technology and Network Architecture Analysis	3	4
Financial Feasibility Analysis	3	4
Public Support Program Application Scoping	3	4
Network Feasibility Study Complete	1	4
Development of Materials in Support of SCC Petition for Pilot Statute Deployment with Dominion	4	12
Prepare and Submit Other Grant Applications Consistent with Financial Plan on Rolling Basis	4	12

Prior to commencing these activities, APB would confer with the County regarding the specific scope of work and any appropriate modifications to our anticipated process.

Engaging All Points Broadband

The fee for APB to conduct the activities set forth above would be \$175,000 (one hundred and seventy five thousand dollars) to be paid in installments as progress against deliverables is achieved.

Selecting APB as your partner will result in tangible broadband deployment to benefit unserved and underserved citizens of King William County, and an investment in the County’s future that will pay dividends for years to come. We are excited about the prospect of working with King William.

Thank you for your consideration.

All Points' Management Team

Jimmy Carr, Chief Executive Officer

Jimmy is the CEO of All Points Broadband. After growing a successful hybrid-fiber-wireless internet service provider in another market, he founded All Points to bring state-of-the-art connectivity to underserved communities in Virginia and throughout in the mid-Atlantic. Jimmy is a former member of the Board of Directors of the Wireless Internet Service Providers Association and oversees the association's policy agenda as Chairman of its Legislative Committee. He represents the rural broadband industry on the Virginia Broadband Advisory Council and has testified before the U.S. Senate as an expert on rural broadband deployment.

Before joining the telecommunications industry, Jimmy was an associate with the law firm of Sullivan & Cromwell LLP. He previously served as Virginia's Assistant Secretary of Transportation in two administrations, directing legislative and regulatory affairs for six agencies with an annual budget in excess of four billion dollars. He is also the founder and principal architect of the public-private partnership to build the 55-mile Virginia Capital Trail.

Jimmy earned a law degree and an MBA at the University of Virginia, where he was the Managing Editor of the *Virginia Law Review*, President of the JD/MBA society and inducted into the Raven Society. He is an Order of the Coif graduate of the law school and received the business school's Shermet Award and Faculty Award for Academic Excellence. Jimmy graduated from Davidson College *cum laude* and with departmental honors. He is a native of Richmond, Virginia, and is an Eagle Scout.

Don McElroy, Chief Operating Officer

Don is the COO of All Points Broadband. Before joining the All Points team, Don spent 14 years in progressive senior management roles at NII Holdings (formally Nextel International), including Vice President for Network Strategy & Technology Development, and Senior Director of RF Engineering.

In his positions at NII Holdings, Don was responsible for network strategy and operations for voice and data services in Latin America. He lead R&D, lab operations and network security, and was responsible for network design, performance management, and capital spending.

Prior to NII Holdings, Don held positions at AT&T Bell Labs, Motorola, Southern Bell, Siemens Rolm, and served in the US Navy. He graduated from the University of Central Florida with a B.S. in Electrical and Electronics Engineering and completed his MBA at the University of North Carolina.

Matthew Fisher, Chief Financial Officer

Matthew is the CFO of All Points and leads our market and revenue growth strategies. He has over 20 years' experience building and growing successful telecommunications companies into industry leaders like Cogent Communications, NeuStar, and Cvent.

Matthew previously served as a strategic consultant for data and VoIP services with McKinley Inc., and as Director of Corporate Development at Cogent, a 12,000+ mile fiber optic ISP. He was also a director at NeuStar, providing telecom products to governments, carriers, brands and agencies.

Matthew graduated Phi Beta Kappa with a B.S. in Materials Science Engineering with Distinction from the University of North Carolina at Chapel Hill where he was a Morehead Scholar. He earned his MBA from the Harvard Business School.

Chuck Hogg, Senior Vice President and Director Fiber-to-the-Home Deployments

Chuck is All Points' SVP and Director of Fiber-to-the-Home Deployments, and leads our industry engagement and M&A activities. Prior to joining All Points, Chuck co-founded and spent 13 years growing Shelby Broadband, a highly successful hybrid-fiber-wireless company acquired by All Points in 2018.

Chuck is a recognized industry leader and serves on the Board of the Wireless Internet Service Providers Association. Chuck's career has included owning and partnering in various internet and technology companies, including Shelby Broadband, QuickLink Wireless, VIA Studio, FatHosting, AC Ventures, and Avolutia Ads. Chuck earned his BSBA in Information Systems from Xavier University.



June 12, 2020

King William County, Economic Development Authority
Attn: KWIC Committee
180 Horse Landing Road, #4
King William, Virginia 23086

RE: Response of All Points Broadband to RFP 2020-09

Dear Sirs:

Dominion Energy Virginia ("Dominion") and All Points Broadband ("All Points") are actively pursuing opportunities to expand broadband service into unserved areas of Virginia pursuant to Virginia Code § 56-585.1:9 (the "Pilot Statute").

Dominion and All Points have identified King William County as a jurisdiction where there may be significant opportunity to expand broadband in the manner provided, and subject to the criteria set forth, in the Pilot Statute.

This letter will confirm that Dominion is excited about the opportunity to work with All Points on a broadband deployment initiative under the Pilot Statute in King William County.

Sincerely,

Edward H. Diggs

Ed Diggs
Rural Broadband Program Manager

COMMONWEALTH OF VIRGINIA

GENERAL ASSEMBLY

RICHMOND



May 15, 2015

The Honorable Terence R. McAuliffe
Office of the Governor
1111 East Broad Street, 3rd Floor
Richmond, Virginia 23219

Dear Governor McAuliffe:

As you know, HB 2207 expanded the membership of the Broadband Advisory Council to include a representative of the Wireless Internet Service Providers Association ("WISPA"). We write to express our support for the appointment of James G. Carr to serve in this capacity. Jimmy was nominated by the WISPA Board and also serves on WISPA's national FCC Committee.

Jimmy is the Chief Executive Officer of All Points Broadband, Virginia's largest and fastest growing fixed-wireless Internet service provider. The company is making significant investments to expand broadband access and provide competition throughout the Commonwealth.

Previously, Jimmy served as Virginia's Assistant Secretary of Transportation in two administrations, where he worked to advance important public objectives in a collaborative and bipartisan manner. He is also the principal architect of the successful public-private partnership to build the Virginia Capital Trail.

Jimmy's industry expertise, and experience in both the public and private sectors make him an excellent choice to serve as WISPA's representative on the Council. We support his appointment.

Sincerely,

Handwritten signature of Senator Tommy Norment in black ink.

Senator Tommy Norment

Handwritten signature of Senator Donald McEachin in black ink.

Senator Donald McEachin

Handwritten signature of Senator Jennifer Wexton in black ink.

Senator Jennifer Wexton

Handwritten signature of Delegate Jim LeMunyon in black ink.

Delegate Jim LeMunyon

Handwritten signature of Delegate Peter Farrell in black ink.

Delegate Peter Farrell

Handwritten signature of Delegate Dave LaRock in blue ink.

Delegate Dave LaRock

Handwritten signature of Delegate Eileen Filler-Corn in black ink.

Delegate Eileen Filler-Corn

Handwritten signature of Delegate Kathleen Murphy in black ink.

Delegate Kathleen Murphy

Handwritten signature of Delegate Tag Greason in blue ink, with the number "1A6" written below it.

Delegate Tag Greason

Handwritten signature of Delegate J. Randall Minchew in black ink.

Delegate J. Randall Minchew

Handwritten signature of Delegate Kenneth R. Plum in black ink.

Delegate Kenneth R. Plum

Copy: The Honorable Karen Jackson, Secretary of Technology



King William County
Est. 1702

Board of Supervisors

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
Stewart Garber, Fourth District
Ed Moren, Fifth District

June 11, 2020

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: RFP#2020-09
Commodity: Internet Connectivity
Dated: June 11, 2020
Bid Due: See Attached

The above is hereby changed to read:

1. Reference Page 8, Bid Due Date: Change to read "RFP Response Due Date: On or before June 30, 2020 by 1600 (4:00) EDT."

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Edwin H

Moren:A01097C000001

5CF43F961E00002219

Edwin H. Moren, Jr.

King William County Board of Supervisor

Email: emoren@kingwilliamcounty.us

Digitally signed by Edwin H
Moren:A01097C0000015CF43F9
61E00002219
Date: 2020.06.11 15:10:33 -04'00'

All Points Broadband
Name of Firm
[Signature], CEO
Signature/Title
6/29/2020
Date



King William County
Est. 1702

Board of Supervisors

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
Stewart Garber, Fourth District
Ed Moren, Fifth District

June 16, 2020

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference - Invitation For Bids: RFP#2020-09
Commodity: Internet Connectivity
Dated: June 16, 2020
Bid Due: See Attached

The above is hereby changed to read:

Reference Page 8 of 9: Added section "Cooperative Contracting". There is no change to the response due date (June 30, 2020).

Added: COOPERATIVE CONTRACTING: This procurement is being conducted by County of King William in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. King William, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a King William contract. The County of King William assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Edwin H

Moren:A01097C000001

5CF43F961E00002219

Edwin H. Moren, Jr.

King William County Board of Supervisor

Email: emoren@kingwilliamcounty.us

Digitally signed by Edwin H
Moren:A01097C0000015CF43F96
1E00002219
Date: 2020.06.16 07:37:34 -04'00'

All Ports Broadband

Name of Firm


Signature/Title

180 Horse Landing Road #4 ● King William, Virginia 23086
804-769-4929 ● fax: 804-769-4964
www.kingwilliamcounty.us



King William County
Est. 1702

Board of Supervisors

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
Stewart Garber, Fourth District
Ed Moren, Fifth District

6/22/2020
Date

BROADBAND PARTNERSHIP AGREEMENT

This Broadband Partnership Agreement (“Agreement”) dated as of the date last set forth below, is entered into by and between the King William County Economic Development Authority (“EDA”) and All Points Broadband Partners, LLC (“APB”). EDA and APB are each a “Party” and collectively the “Parties”.

WHEREAS, the EDA recognizes the critical importance of ensuring universal broadband access for all of the residents and businesses of King William County Virginia (the “County”) in order to support economic development, educational advancement, and quality of life in the County; and

WHEREAS, the EDA desires to engage a broadband deployment partner to develop and execute a comprehensive strategy for achieving universal broadband access for all residents and businesses in the County; and

WHEREAS, the COVID-19 pandemic has caused significant disruption to the County’s customary modes of operation, including by significantly increasing the need to ensure that County employees can conduct business via teleworking and other remote means; and

WHEREAS, the COVID-19 pandemic has caused significant disruption to the County’s public education system, including by necessitating a shift to a blended or 100% distance learning model for all students for some or all of each week; and

WHEREAS, the EDA desires to engage a broadband deployment partner that can plan and deploy immediate upgrades to the existing broadband infrastructure in the County in order to maximize the ability of County employees and students in the County’s public school system to telework and fully participate in distance learning; and,

WHEREAS, the EDA desires to engage a broadband deployment partner that can plan and deploy immediate upgrades to the existing broadband infrastructure in the County in order to maximize the ability of County employees and students in the County’s public school system to telework and fully participate in distance learning; and,

WHEREAS, on behalf of the EDA, the County issued RFP 2020-09 dated May 28, 2020 (the “Procurement”), to which APB submitted a timely response dated June 29, 2020 and provided further information during a qualifications interview on August 5, 2020 (such response and further information, collectively, the “RFP Response”).

NOW THEREFORE, the EDA and APB agree as follows.

1. Engagement of APB as Broadband Partner. EDA engages APB as its primary broadband deployment partner to pursue one or more broadband deployment projects for all of the areas of the County that are currently underserved or unserved by broadband with the objective of developing a strategy for achieving universal broadband availability in the County, obtaining state and federal grant funding to offset the costs of executing such strategy, and building, operating and maintaining new broadband infrastructure in the

County. Recognizing that APB will be its primary broadband deployment partner for the term hereof, the EDA agrees that it will not provide financial resources to broadband deployment proposals that are inconsistent with the whole-of-County approach the EDA has engaged APB to pursue in its delivery of the APB Services.

2. Broadband Planning Scope of Work. APB shall deliver those planning and feasibility services described in APB's RFP Response (the "APB Services"). Without limiting the foregoing, the key milestones and indicative timeframes for such activities are set forth in Exhibit A.
3. Broadband Service Objectives. In performing the APB Services, APB shall prioritize deployments of gigabit-capable, fiber-to-the-home networks to the greatest extent feasible. The Parties aspire to establish broadband access with minimum download rates of at least 50 Mbps for all new deployments to be developed through the APB Services.
4. Engagement of Partners. APB has identified Dominion Energy Virginia and Rappahannock Electric Cooperative ("REC") as immediate priorities for the establishment of deployment partnerships in pursuit of achieving universal access for the County. The extent to which REC elects to participate in any broader partnership for achieving universal broadband in the County will be determined by REC. APB will also seek to engage all other infrastructure partners whose existing, planned, or potential assets or deployments can support the achievement of universal broadband access in the most cost-effective manner.
5. Regular Planning Meetings. The Parties will designate a management committee comprised of relevant EDA and County personnel and senior management from APB, which management committee shall hold meetings no less than monthly ("Status Meetings") to review the status of APB's deliverables comprising the APB Services, and to discuss future steps and milestones related to the APB Services. At each Status Meeting, APB will present a written report of its activities and progress against milestones.
6. Information Sharing and In-Kind Support for Grant Applications and Regulatory Proceedings. Upon request from APB, the EDA agrees to provide, and agrees to cause the County to provide, APB with all relevant information in its possession that will facilitate APB's provision of the APB Services. The EDA agrees to cause the County to designate one point of contact on the County's GIS team to serve as the primary interface for APB's broadband design and deployment activities. The EDA further agrees to cause the County to provide reasonable and customary in-kind support to APB in the development of grant applications and the advancement of regulatory proceedings related to the APB Services.
7. Deployment and Operation of Broadband Networks. APB will be solely responsible for building, operating and maintaining any new broadband infrastructure that is developed through the APB Services. Aside from the specific fees and in-kind assistance described in this Agreement, Neither the County nor the EDA shall have any further obligation to provide local matching funds or other financial support for deployment activities

(collectively, “Local Match”), unless such Local Match is specifically agreed to by the EDA or the County in writing.

8. Fees for the APB Services. In exchange for the APB Services, the EDA agrees to pay APB the “Planning Services Fees” in the amount of one-hundred, seventy-five thousand dollars (\$175,000). The first fifty thousand dollars (\$50,000) of the Planning Services Fees shall be paid within 20 days of the execution of this Agreement, and the balance shall be paid in ten (10) equal installments, monthly in advance, commencing with the third month of the Initial Term.
9. Discounted Fees for Cooperative Contracting. In the event another County (or agency or instrumentality thereof) that is immediately adjacent to the County elects to engage APB under the Procurement in accordance with the provisions of Virginia Code §2.2-4304, the Planning Services Fees shall be reduced to one-hundred, fifty thousand dollars (\$150,000).
10. Optional Interim Deployment Services. Upon the EDA’s request, APB will develop an interim deployment strategy to rapidly deploy fixed-wireless and other last-mile access technologies in order to ensure that, to the greatest extent achievable before December 30, 2020, the maximum number of County employees and County students have the ability to telework and participate in distance learning, respectively, (the “Interim Deployment Plan”), and present such Interim Deployment Plan to the EDA and the County. The Interim Deployment Plan will specify the costs the EDA and/or the County would incur for APB to purchase, install and operate all supplemental broadband infrastructure set forth in the Interim Deployment Plan for a period of no less than three years (or such longer period as APB and the EDA may agree) (the “Interim Deployment Costs”). Upon receipt of the Interim Deployment Plan, the EDA shall have thirty days to confer with APB to make adjustments or modifications to the Interim Deployment Plan, and to elect to engage APB to execute the Interim Deployment Plan as it may have been modified by the mutual consent of the Parties. In the event the EDA elects to engage APB to execute the Interim Deployment Plan, the EDA shall pay to APB the Interim Deployment Costs according to the schedule set forth in the Interim Deployment Plan.
11. Term. The Initial Term of this Agreement will be twelve months, commencing on the last date set forth below. At the conclusion of the Initial Term, this Agreement shall continue on a month-to-month basis until either Party provides the other with no less than 60 days advance notice of its intention to terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

WITNESSETH the following signatures:

KING WILLIAM COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____

Date: _____

ALL POINTS BROADBAND PARTNERS, LLC

By: _____
James G. Carr, Chief Executive Officer

Date: _____

EXHIBIT A

Key Deliverables

Activity	Start Month	Complete Month
Contract Award	1	1
Detailed Needs Assessment	1	3
Market & Demographics Analysis	1	3
Identification of opportunities to leverage existing infrastructure	1	3
Project Scoping for Partnership with Dominion Under the Pilot Statute	1	3
Project Scoping for Partnership with Rappahannock Electric Cooperative in Conjunction with Dominion	2	4
Identification of Funding Resources for deployment	2	4
Technology and Network Architecture Analysis	3	4
Financial Feasibility Analysis	3	4
Public Support Program Application Scoping	3	4
Network Feasibility Study Complete	1	5
Development of Materials in Support of SCC Petition for Pilot Statute Deployment with Dominion and Prosecution of SCC Petition in Conjunction with Dominion	4	12
Coordination With Rappahannock Electric Cooperative Regarding Extension of Network Described in SCC Petition	4	12
Prepare and Submit Other Grant Applications Consistent with Financial Plan on Rolling Basis	4	12

EXHIBIT B GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are attached to and made a part of the contract to which they are attached or referenced. In the event of any conflict between any provision of these General Terms and Conditions and the contract or Request for Proposals to which they are attached, these General Terms and Conditions shall control, unless the provisions in these General Terms and Conditions are contrary to Virginia law. Nothing in the contract or the attached documents shall be construed as granting authority for either party to make commitments which will bind either party beyond the scope of the services or goods contained herein.

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to the King William County Economic Development Authority (the "EDA") that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Pursuant to Section 2.2-4343.1 of the *Code of Virginia* of 1950, as amended, in all invitations to bid, requests for proposals, contracts, and purchase orders, the EDA does not discriminate against faith-based organizations. "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made in full compliance with the Virginia Conflicts of Interest Act and without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

In every contract over \$10,000 the following provisions apply:

During the performance of this contract, contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. Taxes:

The EDA is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

F. Qualifications of Bidders, Offerors or Contractors:

The bidder, offeror, or contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the duties required by the contract in a good and workmanlike fashion and that it is authorized to do business in Virginia and has all necessary licenses required by law. The EDA may make such reasonable investigations as deemed

proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the EDA all such information and data for this purpose as may be requested. The EDA reserves the right to inspect the bidder's, offeror's, or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the EDA reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the EDA that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

G. Changes to the Contract:

No fixed price contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000, whichever is greater. Changes can be made to the contract only by mutual agreement of the parties evidenced by a signed writing

H. Payment Terms:

All approved invoices will be paid within forty-five (45) days of receipt.

I. Assignment:

The contract may not be assigned, sublet, or transferred without the written consent of the EDA.

J. Hold Harmless:

The contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the EDA, its Board of Supervisors members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the contract. Compliance by the contractor with the insurance provisions hereof shall not relieve the contractor from liability under this provision.

K. Audit:

The Contractor hereby agrees to retain all books, records, and other documents related to this Agreement for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The EDA and its authorized agents, state auditors, the grantor of the funds to the EDA, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts or transcriptions.

L. Ownership of Documents:

Any reports, studies, photographs, negatives, or other documents prepared by the contractor in the performance of its obligations under this contract shall be remitted to the EDA upon completion, termination or cancellation of the contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of

the contractor' obligations under this Agreement without the prior written consent of the EDA. The EDA shall own the intellectual property rights to all materials produced under this Agreement.

M. Payment and Performance Bond:

If required by law, the contractor shall furnish to the EDA performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the *Code of Virginia*, 1950, as amended (the ("Code")) and shall otherwise fully comply with the requirements of such sections of the Code.

N. Required Payment to Subcontractors:

Pursuant to Section 2.2-4354 of the Code, the contractor covenants and agrees to:

- a. within seven (7) days after receipt of any amounts paid to the contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the EDA attributable to the Services under the contract performed by such subcontractor, or (ii) notify the EDA and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- b. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the contract; and
- c. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the contractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the EDA for services performed by the subcontractor under the contract, except for amounts withheld pursuant to subparagraph 12, a above.
- d. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

O. Liability Coverage:

The contractor shall take out and maintain during the life of the Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the EDA from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract.

P. No Waiver:

Any failure of the EDA to demand rigid adherence to one or more of the terms and provisions of the contract, including these General Terms and Conditions, on one or more occasions, shall not be construed as a waiver nor deprive the EDA of the right to insist upon strict compliance with the terms of the contract. Any waiver of a term of the contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

Q. Termination:

The EDA may terminate the contract for its convenience and any or no cause at any time upon written notice to the contractor. the contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the contractor's services under the contract.

R. Choice of Law:

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this contract is made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

S. Severability:

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

T. Contractual Claims Procedure:

- A. Contractual claims or disputes by the contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the contractor shall give the EDA written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the contractor files such written notice, the contractor shall proceed with the services as directed. If the contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The EDA, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the contractor by written notice.
- A. If the contractor disagrees with the decision of the EDA concerning any pending claim, the contractor shall promptly notify the EDA by written notice that the contractor is proceeding with the services under protest. Any claim not resolved, whether by failure of the contractor to accept the decision of the EDA or under a written notice of the contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the EDA, shall be specifically exempt by the contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- B. The decision on contractual claims by the governing body of the EDA shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

U. Subject to Annual Appropriation:

The contract is subject to annual appropriation by the Board of the King William County Economic Development Authority. Neither the contract nor any amount due or to become due under the contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the EDA. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the EDA, shall be obligated to pay any amount due or to become due under this contract except from funds annually appropriated by the Board of the King William County Economic Development Authority for such purpose.

In the event of non-appropriation of funds for the items under this contract, the EDA may terminate this contract as to the services for which funds have not been appropriated. Written notice will be provided to the contractor as soon as possible after such action is taken.

V. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of the Circuit Court of King William County, Virginia, and the General District Court of King William County, Virginia, for resolution of any and all claims, causes of action or disputes arising out of or related to this Agreement. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this contract shall have jurisdiction and venue in the Circuit Court of King William County, Virginia, and/or the General District Court of King William County, Virginia,, and shall be brought only in such courts.