

# **DARK FIBER LEASE AGREEMENT**

This Dark Fiber Lease Agreement ("Agreement") is dated as of December 15, 2020, by and between Sauk County, a political subdivision of the State of Wisconsin, (the "County") and, Board of Regents of the University of Wisconsin System on behalf of UW-Madison Division of Information Technology Network Services (the "Lessee"). The County and the Lessee may be referred to herein singularly as a "Party" or collectively as the "Parties".

## **RECITALS**

WHEREAS, the County owns various conduits, innerducts, vaults, and other facilities throughout the County to use, maintain, and repair its fiber optic cable network (the "Fiber Network/Infrastructure").

WHEREAS, the Fiber Network/Infrastructure includes, but is not limited to, the County owned, operated and maintained 146.98 mile, 96 strand fiber optic cable between the County Emergency Communication Towers, for the purpose of providing communications capabilities to County government facilities (the "County Network").

WHEREAS, the County has determined that certain strands of fiber optic cable installed as part of the County Network are excess because they are not currently needed to meet the County's current communications needs (the "Dark Fiber").

WHEREAS, the Lessee wishes to lease two strands of Dark Fiber from the County on two paths. Two strands of Dark Fiber are on a path from the County's facility at 1006 Connie Rd, Baraboo, WI (UW-Baraboo-Sauk County) to the County vault #4 at the northeast corner of the intersection of Whitlock & West Delevan St adjacent to the Lake Delton P.D.(Route A). The route length of Route A is 19.53 miles per fiber. An additional two strands of Dark Fiber are on a path from UW-Baraboo-Sauk County to the County's Sauk City Tower at 43°16'07.2"N 89°45'53.8"W or E11189, State Highway 60, Sauk City, WI 53583 (Route B). The route length of Route B is 35.54 miles per fiber. The route length of Route A and Route B is a total of 55.07 miles per fiber (collectively, the "Leased Fibers"), which is more fully described in Attachment A, which is attached hereto and incorporated herein;

WHEREAS, the County desires to lease a portion of the Dark Fiber to the Lessee;

WHEREAS, it is in the best interest of the County's residents, visitors, each property owner's interests, including the County's economic development goals, to enter into this Agreement and to allow the Lessee to lease a portion of the Dark Fiber, in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and obligations contained herein, the Parties here by agree as follows:

**1. Adoption and Incorporation of Recitals.** The Recitals set forth above are hereby adopted and incorporated into this Agreement by reference.

**2. Lease of Dark Fibers.** In consideration for Lessee's payment of all fees due and payable hereunder, compliance with all the terms and conditions contained in this Agreement, and the covenants of the Parties contained in this Agreement, the County hereby grants a lease to Lessee for the Leased Fibers, as more fully described in Attachment A and consisting of two Dark Fibers running from UW-Baraboo-Sauk County to vault #4 at the Lake Delton P.D. and two separate Dark Fibers running from UW-Baraboo-Sauk County to the County's Sauk City Tower at 43°16'07.2"N 89°45'53.8"W or E11189, State Highway 60, Sauk City, WI 53583. Said route lengths of 19.53 and 35.54 miles per fiber, for a total of 55.07 miles of Leased Fibers.

**3. Lease Agreement.** This Agreement consists of 11 pages and, Attachment A, Attachment C, Attachment D, and Attachment F. The Agreement and Attachments A, C, D and F constitute the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

**4. Effective Date and Term.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"), beginning on the Effective Date and shall continue in effect for one (1) term of ten (10) years unless otherwise terminated as provided within this Agreement.

**5. Facilities; Access.** Lessee shall comply with all the terms and conditions set forth below as part of this Agreement:

a. Lessee must adhere to Attachment F – Sauk County Fiber Lease Construction Guidelines. In addition, the Lessee must comply with all statutes, regulations, rules, ordinances, codes, and orders, now in force or as may be hereafter enacted, promulgated, or amended, of any local, state or federal governmental authority with jurisdiction over the County Network, the Lessee's use of the Leased Fibers, and this Agreement applicable to the construction and operation of the County Network and Lessee's use of the Leased Fibers, including, but not limited to, the rulings and orders of regulatory agencies of the State of Wisconsin and the Federal Communications Commission (collectively, "Applicable Laws").

b. All splicing and testing will be done by a contractor selected by the County. All costs of the splicing and testing will be paid for by the Lessee as part of the set-up fee. Test results will be made available to the Lessee.

c. Lessee shall not be allowed into County vaults, splice closures, fiber termination panels or Sauk City Tower termination sites unless authorized by County personnel.

- d. Lessee shall not be allowed to sublet any fibers under this Agreement.
- e. Lessee shall be responsible for insurance on all equipment and facilities installed by the Lessee
- f. Lessee shall coordinate any removal of Lessee's equipment with the County on or before the expiration or earlier termination of this Agreement in accordance to the terms specified within this Agreement.

Lessee shall be responsible to repair and restore the ground around the County vaults to its original condition. If the County determines that further repair is required to the vault locations, Lessee will be advised of repair needs and such repairs shall be completed within 30 days or the County shall make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus five percent (5%).

g. Upon termination of this Agreement, Lessee shall remove all equipment and facilities within 60 days of the date of termination and such removal shall be coordinated with the County and subject to the County's approval. A restoration fee will be imposed to return the County fiber to its pre-splice condition; such fee will be based on a time and material basis plus five percent (5%) and shall be completed by a contractor selected by the County.

h. County shall be responsible for any repairs and/or maintenance to the Leased Fiber unless the need for such repairs and/or maintenance is due to Lessee's use of the Leased Fiber. The County further agrees that it will maintain an agreement with a utility locating agency to, at minimum, meet Wis. Stats 182.0175.

i. In the event the Lessee desires to modify its connection with any County owned fiber or otherwise modify the Leased Fiber, Lessee must first obtain the prior written approval of the County. Such approval shall not be unreasonably withheld, conditioned or delayed, but the County may impose reasonable conditions and restrictions to ensure that any additional changes do not interfere with the County's, or other lessee's communications activities on the fiber and County Network. All costs associated with such changes shall be at the sole cost and expense of the Lessee. This Agreement shall be reviewed and amended as necessary at the time of any such changes.

**6. Fees.** For the Term of this Agreement, the County shall receive from Lessee the monthly lease fee as defined within Attachment D of this Agreement (the "Lease Fee"). The Lease Fee will automatically increase annually on the Effective Date as noted in Attachment C. The Lease Fee may be paid annually. There will be a one-time set-up fee and one-time restoration fee as outlined in Paragraph 5 of this Agreement that will be billed based on a time and material basis plus five percent (5%) at the time that work is completed.

**7. Outages.**

a. The County shall not be held responsible or be subject to any billing for outages on the fiber caused by any cuts, breakages or other such damage to the fiber optic cable that is out of the control of the County.

b. If the County has planned relocations of its Fiber Network/Infrastructure for any reason that will cause an outage to Lessee, the County shall provide at least seven (7) days' notice prior to the start of any such relocation. If the relocation is of an emergency nature, the County will make notification as quickly as possible or within 24 hours. The County will not be subject to any billing for outages associated with any relocation though will be solely responsible for the cost of relocating its Fiber Network/Infrastructure.

**8. Taxes.** Lessee shall be responsible for any and all taxes assessed to its communication system, equipment and facilities, including, but not limited to, the Leased Fiber.

**9. Waiver of Lessee's Lien Rights.** Lessee waives any lien rights it may have concerning the County Network or any other County-owned facilities, all of which are deemed County's personal property and not fixtures. Lessee shall provide to the County lien waivers when necessary if they contract for the performance of any work or the delivery of any materials related to the Leased Fiber.

**10. Termination.** This Agreement may be terminated without further liability as follows:

a. By either Party upon a breach of any covenant or term hereof by the other Party, which breach is not cured within sixty (60) days of receipt of written notice of breach, except that this Agreement shall not be terminated if the breach cannot reasonably be cured within such sixty (60) day period and the breaching party has commenced to cure the breach within such sixty (60) day period and diligently pursues the cure to completion; or by County if County is unable to occupy and utilize the premises due to an action uncontrolled by the County.

b. If at some point in the future, it becomes unnecessary or undesirable for the County to continue to operate and maintain the Leased Fiber, the County shall provide one-year (1) advance notice of its intent to discontinue maintenance and operation of the Fiber Network/Infrastructure fiber and terminate this Agreement accordingly.

**11. Default.** If the Lease Fee is not received by the County within 60 days of the date that it is due (as described herein) Lessee shall be considered to be in default of this Agreement. The County shall provide the Lessee of Notice of Default. Once a Notice of Default has been received, the Lessee shall have thirty (30) days to cure the default in full as stated in the Notice. If the default is not cured, the County shall have the right to remove the Lessee's equipment and/or immediately terminate this Agreement. The County shall provide notice of the termination of this Agreement and removal of the equipment. .

**12. Insurance.**

a. Lessee, at Lessee's sole cost and expense, shall maintain insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with County's use of the fiber optic cable, all as provided for herein.

b. A certificate of insurance evidencing the coverage required by this paragraph shall be provided upon request. Lessee shall have the right to self insure any and all coverages to the limits required.

**13. Waiver of Subrogation.** Lessee and County release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the property or the premises or to the County facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessee and County shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessee nor County shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

**14. Liability.** Lessee (including Lessee's agents, contractors, subcontractors, employees, representatives and officials) agrees to hold the County harmless from any loss, claim, damage, or liability of any kind, arising out of or in connection with this Agreement. Lessee also agrees to hold the County harmless to the extent that loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of Lessee while acting within the scope of their employment where protection is afforded by secs. 893.82 and 895.46(1), Wis. Stats.

**15. Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the fiber optic cable without the prior written consent of the County; such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein and the County approves such relief. County may assign this Agreement, which assignment shall be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of County's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessee's Lien") above. Lessee may not sublet any portion of the interest or property leased in this Agreement. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, heirs and assigns.

**16. Title and Quiet Enjoyment.** The County acknowledges and agrees, to the best of its knowledge, that the County owns the Fiber Network/Infrastructure in fee simple and has rights of access thereto and the Leased Fiber is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date. The County makes no representations or warranties regarding the fitness of title.

**17. Repairs.** Lessee shall repair any damage to the premises or property caused by the negligence of Lessee. Upon expiration or termination hereof, Lessee shall repair the premises to substantially the condition in which it existed upon start of construction.

**18. Miscellaneous.**

a. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

b. Lessee represents and warrants that Lessee's use of the Lessee Fibers and their personal property attached to the fiber is in compliance with all Applicable Laws.

c. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

d. Lessee shall not assign, mortgage, or otherwise encumber this Agreement without the express written consent of the County. Upon approval of any assignment, this Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

e. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Sauk County  
510 Broadway  
Baraboo, Wisconsin 53913  
Attn: Ian Crammond  
Phone: (608) 355-4415

UW-Madison DoIT Network Services  
1210 W. Dayton St  
Madison, WI 53706  
Attn: Network Services Director  
Phone: (608) 262-8874

f. Lessee or County may from time to time designate any other address for this purpose by written notice to the other Party. All notices hereunder shall be deemed received upon actual receipt.

g. This Agreement shall be governed by the laws of the State of Wisconsin.

h. Each of the Parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

i. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

j. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

*Signatures Appear on the Following Page(s)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM ON  
BEHALF OF UW-MADISON DIVISION OF  
INFORMATION TECHNOLOGY NETWORK  
SERVICES DEPARTMENT

<hr/>	<hr/>
<i>(Signature)</i>	<i>(Signature)</i>
<hr/>	Daniel <span style="float:right">B.</span>
<u>Langer</u>	
<i>(Print Name)</i>	<i>(Print Name)</i>
<hr/>	Asst Vice Chancellor for Business Services
<i>(Title)</i>	<i>(Title)</i>
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<i>(Date)</i>	<i>(Date)</i>
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<i>(Tax ID #)</i>	<i>(Tax ID #)</i>

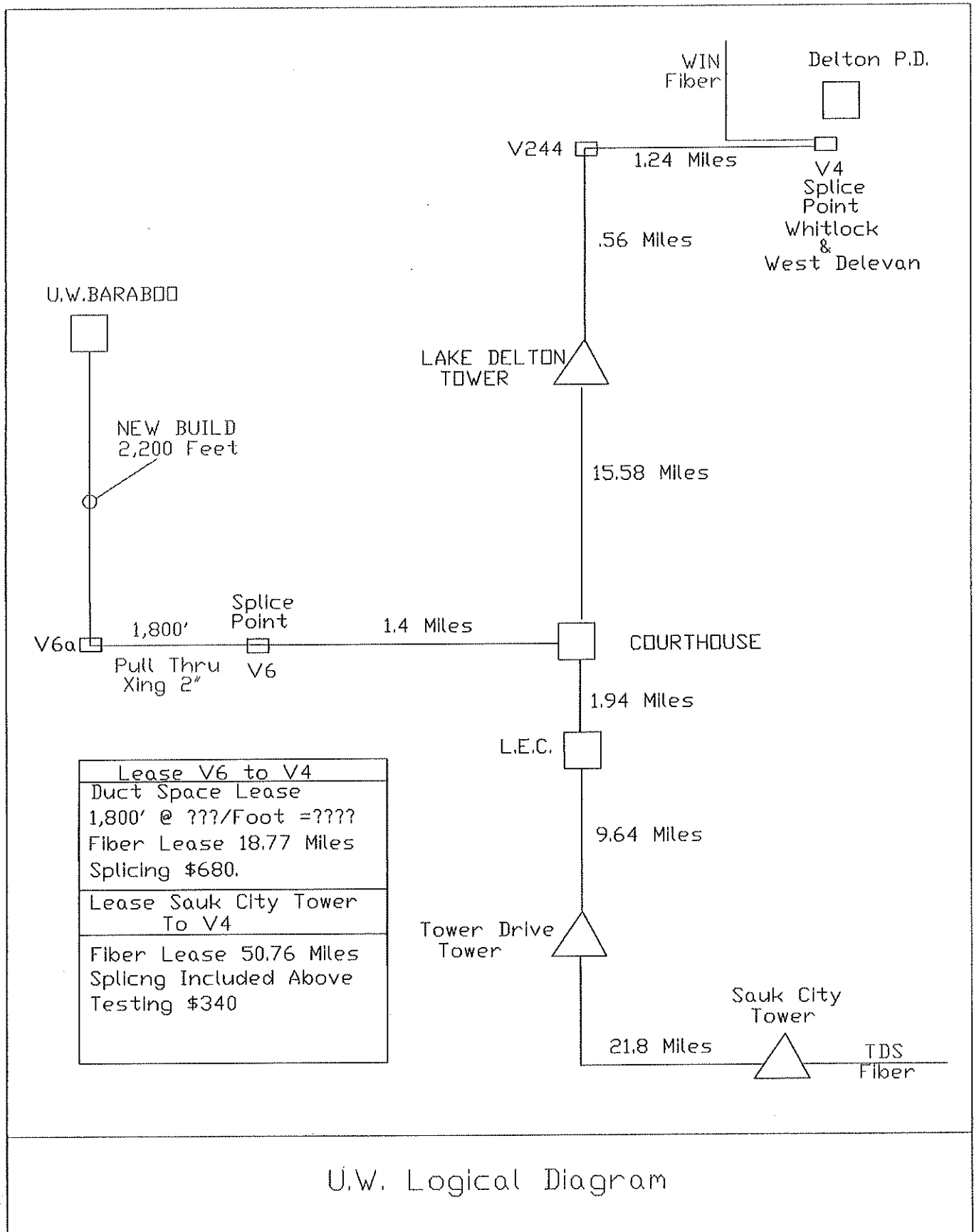


## Attachment A: UW Logical Diagram

Attachment C: FEES FOR GOVERNMENT AGENCY OUTSIDE OF SAUK COUNTY

Attachment D: Board of Regents of the University of WI System on behalf of UW-Madison DoIT  
Network Services (Estimated cost)

Attachment F



# ATTACHMENT C

## TOWER SPACE DARK FIBER OPTIC CABLE LEASE FEES

ITEM	COST PER YEAR PER MONTH 2009	COST PER YEAR PER MONTH 2010	COST PER YEAR PER MONTH 2011	COST PER YEAR PER MONTH 2012	COST PER YEAR PER MONTH 2013	COST PER YEAR PER MONTH 2014	COST PER YEAR PER MONTH 2015	COST PER YEAR PER MONTH 2016	COST PER YEAR PER MONTH 2017	COST PER YEAR PER MONTH 2018	COST PER YEAR PER MONTH 2019	COST PER YEAR PER MONTH 2020	COST PER YEAR PER MONTH 2021	COST PER YEAR PER MONTH 2022	COST PER YEAR PER MONTH 2023	COST PER YEAR PER MONTH 2024	COST PER YEAR PER MONTH 2025	COST PER YEAR PER MONTH 2026	COST PER YEAR PER MONTH 2027	COST PER YEAR PER MONTH 2028
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## TOWER FEES

Feed line, feed line < 1 inch in diameter (per foot) *	\$2.50	\$2.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Feed line, feed line = 1 inch in diameter (per foot) but < 3 inch in diameter *	\$2.50	\$2.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Feed line, feed line = 3 inch in diameter	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Surcharge/Additional fees for additional Straight (Stick) or Yagi Antennas, Parabolic Antennas or Dishes	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Surcharge for space at top of tower (per antenna)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Rack Unit in Skunk County Facility **	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Piling separate Comm shelter (per square foot) ***	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Cellular or similar array with six (6) feedlines with equal or less number of antennas with up to 200 square feet of ground space ****	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Cellular or similar array with six (6) feedlines with equal or less number of antennas with up to 200 square feet of ground space ****	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Cellular or similar array with twelve (12) feedlines with equal or less number of antennas with up to 200 square feet of ground space ****	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Lease Application Fee - One time fee for county to cover costs in completing the lease agreement	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Tower Analysis Fee - engineering studies will be completed on all request for co-locations, cost is a one time cost and will be billed at the cost to the county.	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

## FIBER COSTS

Dark Fiber Optic Cable - Single strand per month per mile cost, minimum charge of one (1) mile	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
FOR LONG TERM LEASE DISCOUNTS SEE PAGE 2																				
CONDUIT SPACE LEASE - Annual cost per foot, minimum charge of one (1) mile	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Dark Fiber Splicing - All splicing to County Fiber will be done by Skunk County's personnel. Splicing to other carriers will be done by the carrier. Splicing at the cost charge to the County. These fees will include but are not limited to such items as the cost to complete the splicing, engineer costs to coordinate, updated CAD drawings, etc.	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Lease Application Fee - One time fee for county to cover costs in completing the lease agreement, etc.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Restoration Fee - This is a fee assessed up front to the tenant or when the tenant decides to terminate their agreement, money is available to restore the fiber to a near original condition.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

## MISC FEES

Special Requirements (Special electrical needs, etc.)																				
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## NOTES

- Payments to Skunk County will be made monthly unless other arrangements are made or a noted differently above.
- \* - Typical base monthly fee will be based on a single line, single antenna, dish, parabolic, etc. and the feedline length attached to that single antenna for up to 5 or less antennas.
- \*\* - Based on availability, includes utilities. Cost is a per rack unit. Rack unit equals 18 inch wide by 1.75 inch tall.
- \*\*\* - Maximum up to 300 square feet, lessor responsible for all construction cost.
- \*\*\*\* - Lanes can lease for tower space and ground space are established for typical Cellular or similar configurations of 6, 8 or 12 feedlines (feedlines up to 9" in diameter) using three carriers at the same location. Fees are based on the number of feedlines with an equal or lesser amount of antennas. Not all towers are engineered the same this request will have to be evaluated on a tower by tower basis. No additional dish, parabolic, antenna, etc. above the specified number (6, 8 or 12) will be allowed within the designated height. Any configuration above 12 feedlines will require an engineering study and will be evaluated and priced on a case by case basis.
- TBD = To be determined

YEARLY PRICES BASED ON TODAY'S MARKET VALUES. COUNTY RESERVES THE RIGHT TO ADJUST THE FEES UP TO AN ADDITIONAL 10% PER YEAR. TENANTS TO BE NOTIFIED OF ADJUSTMENTS AT LEAST 120 DAYS PRIOR TO THE EFFECTIVE DATE OF THE ADJUSTMENTS.

Updated: 1-15-2013

# ATTACHMENT D Board of Regents of the University of WI System on behalf of UW-Madison DoIT Network Services

## (Estimated cost)

	NUMBER OF STRANDS	DISTANCE	COST PER STRAND - PER MILE - PER MONTH	MONTHLY COST	ONE TIME COST
Dark Fiber, Two strands - vault #4 at the Lake Delton P.D. to UW-Baraboo Sauk County	2	19.53	\$24.07	\$940.17	
Dark Fiber, Two strands - Sauk City Tower to UW- Baraboo Sauk County	2	35.54	\$24.07	\$1,710.90	
Lease Application Fee - ONE TIME FEE	1	n/a	\$1,674.00		\$1,674.00
Restoration Fee - ONE TIME FEE	1	n/a	\$2,332.00		\$2,332.00
Splicing Costs (Estimate Only Actual cost to be billed)	1		\$1,050.00		\$1,050.00
Oversight/testing costs (Estimate Only Actual cost to be billed)	1		\$1,500.00		\$1,500.00
<b>TOTALS</b>					<b>\$6,556.00</b>

## NOTES

Updated 12-1-2020

1- These fees show the first year cost only.

2 - Annual Increases take affect on January 1st of each calendar year, regardless of when the Lease agreement started.

3 - Approx 2,200 feet of new built fiber will need to be built and pulled through to vault 6 is not included in this estimate.

[illegible]



## ATTACHMENT F

THIS DARK FIBER LEASE AGREEMENT ATTACHMENT F ("*Agreement*") is dated as of September 19, 2018 by and between Sauk County, a political subdivision of the State of Wisconsin, ("*County*") and University of Wisconsin-Madison on behalf of the Division of Information Technology Network Services Department ("*Lessee*" or "UW-Madison Network Services").

### *Agreement with UW Network Services for Future Vault Entry to Sauk County Fiber Network for Proposed Fiber Lease*

This agreement is for the current Fiber Lease between Sauk County and UW-Madison Network Services for future access to Sauk County vaults / splice cases for connections to the fiber specified in the current lease only.

\*Sauk County reserves the right to allow or refuse access to any vault with or without a splice case in the Sauk County Fiber Network.

\*Each access request will be handled individually and each approved access point will be documented with the original lease as an Amendment to that lease.

\*\*\*At no time, will the customer remove vault covers or enter Sauk County vaults without a member of Sauk County present. This includes customer engineering, conduit entry, or pulling of fiber.

### *UW-Madison Network Services Procedure for Request for New Access Point in Sauk County Fiber Network*

- 1) UW-Madison Network Services will notify Sauk County a minimum of 60-days prior to the need to enter Sauk County vault for splicing into leased fibers specified in the current lease.

Contact must be made by email to approved Sauk County Representatives as well as Sauk County Fiber Engineer. See Attached for Sauk County Contact Information.

- 2) Customer who requests access to Sauk County Fiber Vaults, must include the following in the request:

Location of the point in which access is needed with nearest city or town, street names and or cross streets, along with a map showing the vault location.

Alternate location of the point in which access is needed with nearest city or town, street names and or cross streets, along with a map showing the vault location.

Time frame in which Customer will need service completed.

Contact information for all Parties involved with project.

Details on the splicing between the currently leased fiber/fibers to the newly entering fiber/fibers.

**UW-Madison NETWORK SERVICES Requirements for Project after Sauk County Approval**

UW-Madison Network Services will be required to install a separate vault adjacent to any Sauk County vault that is approved for access.

***Conduit Installation;***

WIN will be required to install a duct between the Sauk County vault and the UW-Madison Network Services vault to provide access between vaults. This duct **will not** be installed until Sauk County has approved the access to that vault. A Sauk County approved Representative will need to be present during the installation of the duct that will enter any Sauk County vault. UW-Madison Network Services will be responsible for any fees associated with having a Sauk County Representatives present during the installation of the duct. Sauk County will require a 7 day notice of when this work is to be performed in order to schedule a Representative to oversee the conduit installation.

***Fiber Installation;***

The only fiber allowed into Sauk County vaults, will be the fiber cable intended to be spliced to the Sauk County Fiber Network.

UW-Madison Network Services will not have access to install fiber into Sauk County vaults for any reason without prior permission from Sauk County and a Sauk County Representative present. Sauk County will require a 7 day notice of when this work is to be performed in order to schedule a Representative to oversee the conduit installation. All Fiber cables that enter the Sauk County vaults will be All Dielectric with absolutely no metal elements. Any fiber cable or duct that contains metal elements are not allowed in any Sauk County vaults.

UW-Madison Network Services will be required to label cables entering into to Sauk County vaults with information that will aid in the future splicing.

***Splicing;***

Sauk County will require a 21 day notice in order to schedule a Splice Technician. At the time of this notice all of UW-Madison Network Services splice information should be sent to the Sauk County Representatives.

UW-Madison Network Services will be responsible for any fees associated to the vault access request including: engineering costs, site walks, fiber splicing and restoration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

University of Wisconsin-Madison on behalf of the Division  
of Information Technology Network Services Department

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Ian M. Crammond  
(Print Name)

Dan Langer  
(Print Name)

Facility Director,  
Sauk County Building Services  
(Title)

Interim Associate Vice Chancellor  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

39-6005740  
(Tax ID #)

\_\_\_\_\_  
(Tax ID #)

## **Sauk County Contact Information**

### **Sauk County Representatives:**

#### **Ian Crammond**

Facilities Director

Sauk County Building Services

510 Broadway

Baraboo, WI 53913

608-355-4415

608-963-7546

[icrammond@co.sauk.wi.us](mailto:icrammond@co.sauk.wi.us)

#### **Phillip Raab**

Communications Technician

Sauk County Building Services

510 Broadway

Baraboo, WI 53913

608-355-4418

608-963-7516

[praab@co.sauk.wi.us](mailto:praab@co.sauk.wi.us)

### **Sauk County Fiber Engineer:**

#### **Ellis McFadzen**

920-819-4791

[ellismcf@gmail.com](mailto:ellismcf@gmail.com)

**CERTIFICATE OF COVERAGE  
STATE OF WISCONSIN**

*This is to certify that coverage described below is effective per the statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.*

\*\*\*\*\*

<b>STATE AGENCY:</b> <b>Board of Regents of the</b> <b>University of Wisconsin System</b> <b>PO Box 8010</b> <b>Madison, WI 53715</b>	<b>CAMPUS NAME:</b> University of Wisconsin-Madison
	<b>DATE ISSUED:</b> December 1, 2020

<b>COVERAGE TYPE</b>	<b>XX</b>	<b>WI STATUTORY REFERENCES</b>
Worker's Compensation	XX	Ch. 102
Liability	XX	Sec. 895.46 (1) and 893.82
Automobile Liability	XX	Sec. 895.46 (1) and 893.82
Property	XX	Ch. 20.865 and 16.865

The entry of XX in this column means that the coverage is afforded per this certificate and the statute referenced.

\*\*\*\*\*

<b>DATES OF COVERAGE:</b>	January 1, 2021 – February 1, 2031
<b>DESCRIPTION OF COVERAGE:</b>	Liability coverage as afforded by statutory references above, via the State of WI Self-Funded Liability Program, for University of Wisconsin officers, employees and agents while acting within the scope of their respective employment or agency with University of Wisconsin-Madison. Coverage includes UW-Madison's DoIT Network Services work to fulfill commitment involving the contract to lease fiber from Sauk County, WI. The State of WI Self-Funded Liability Program is funded to the requested one (1) million dollars per occurrence level for liability coverage of employee and agent actions related to the fiber optic cable agreement. Worker's compensation coverage for authorized UW-Madison employees within scope of employment. Property coverage for UW-Madison owned or borrowed/loaned property.

\*\*\*\*\*

ISSUED TO:

Sauk County, WI

ISSUED BY:

Jeff Karcher, Director of Risk Management



Date: December 1, 2020