



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 01/07/2025

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

United State Department of Agriculture Rural Utilities Service

***Project Title/Description:**

Broadband Technical Assistance Cooperative Agreement

***Purpose:**

The purpose of this agreement is to receive technical assistance from the United States Department of Agriculture, Rural Utilities Service, to undertake a gap and feasibility study for Southern Arizona inclusive of Pima and Santa Cruz Counties. The study will analyze the feasibility of expanding broadband services to rural communities in Southern Arizona, culminating in a comprehensive regional report including details about the status of broadband in this area and recommendations for future expansion.

***Procurement Method:**

The grant award does not require PCAO's review or signature.

***Program Goals/Predicted Outcomes:**

The goal of the program is analysis of conditions in the region relating to broadband expansion and recommendations for future expansion particularly in rural communities.

***Public Benefit:**

Understanding of impediments to broadband expansion in rural communities and recommendations for future expansion that is feasible and achievable.

***Metrics Available to Measure Performance:**

Selection of a consultant to design and conduct a study to determine the optimal way to provide high-speed, affordable broadband service to rural areas and the completion of that study.

***Retroactive:**

Yes. USDA dated the agreement December 9, 2024 and executed it. It was not received by the County until December 16, 2024. The grant was processed as quickly as possible upon receipt. Failure to accept will result in forfeiting critical funds necessary to help the County's rural residents.

*GM approved
12/17/24
KMK*

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Award Department Code: ODI Grant Number (i.e., 15-123): 73264
Commencement Date: 12/9/2024 Termination Date: 12/8/2026 Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ 487,733

*All Funding Source(s) required: United States Department of Agriculture

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Funds are received directly from the federal government.

Contact: Michelle Simon

Department: Office of Digital Inclusion

Telephone: 724-7694

Department Director Signature: _____ Date: 12/16/2024

Deputy County Administrator Signature: _____ Date: 18 Dec 2024

County Administrator Signature: _____ Date: 12/18/2024



Rural Development

December 16, 2024

Rural Utilities Service

1400 Independence Ave SW,
Room 4121 Stop 1590
Washington, DC 20250

TO: Ms. Katherine Hahn
Grant Manager
Pima County
115 N. Church Ave., 2nd Floor, Suite 231
Tucson, AZ, 85701-1317

SUBJECT: Re: Grants.gov Application # GRANT14236551

Dear Ms. Hahn:

The Rural Utilities Service (RUS) is pleased to inform Pima County that its proposal in the amount of \$487,733.00 for a Broadband Technical Assistance (BTA) award has been selected for funding.

Please review, sign and return the attached Cooperative Agreement to RUS within thirty (30) days or notify RUS if there are any errors with respect to information provided by the agency. Otherwise, the standard agreement is non-negotiable.

Through the receipt of federal funds, the RUS reminds Pima County of its accountability and compliance obligations with civil rights laws as outlined in the Notice of Funding Opportunity, 89 Fed. Reg. 52012 (June. 21, 2024), for which it applied to the BTA Program.

Additionally, before the award funds can be disbursed, you must:

- Complete and return the attached FMMI Vendor Code Request Form
 - Please note: When completing the attached FMMI Vendor Form, the Banking Information listed must match the banking information associated with the awardees System for Award Management (SAM) account. Please visit <https://sam.gov/> to view your organizations bank account information and ensure it is consistent with your completed FMMI Vendor Form. Note: SAM is not part of the Rural Utilities Service (RUS) and we are unable to directly assist with any SAM.gov updates.
- Execute and return the attached Form RD 400-4, "Assurance Agreement."
 - Please note: Both the recipient and attest lines in the Form RD 400-4 need to be signed by different individuals in your organization. The seal is not required.

Please indicate acceptance of this award by having the appropriate authorized or designated official sign and return this letter by email to:

Ms. La'Kenya Walter, Deputy Assistant Administrator
Policy and Outreach Division
USDA, Rural Utilities Service
Stop 1590, Room 4121, South Building
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1590
Email: SM.Telecom.TA@usda.gov

If you have any questions concerning the conditions set forth above, please email SM.Telecom.TA@usda.gov.

Finally, although we are very glad to be making this award, we would appreciate it if you did not announce this award offer until USDA makes a formal announcement of your acceptance of the award.

We look forward to working with you to bring the benefits of advanced telecommunications services to rural America.

Sincerely,

La'Kenya
Walter

Digitally signed by
La'Kenya Walter
Date: 2024.12.16
11:06:44 -05'00'

LA'KENYA WALTER
Deputy Assistant Administrator
Policy and Outreach Division
Telecommunications Program
Rural Utilities Service

ACCEPTANCE:
Pima County

By: _____
Name: _____
Title: _____
Date: _____

Enclosures:
Cooperative Agreement
FMMI Vendor Code Request Form
Form RD 400-4

cc: Charlene Fernandez, AZ State Director
Matthew Suchodolski, General Field Representative

BROADBAND TECHNICAL ASSISTANCE

COOPERATIVE AGREEMENT

dated as of December 9, 2024

between

PIMA COUNTY

and

THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE |

**BROADBAND TECHNICAL ASSISTANCE
COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (this "Agreement"), dated as of December 9, 2024 is between **PIMA COUNTY** ("Awardee"), a municipality existing under the laws of Arizona, and the **UNITED STATES OF AMERICA**, acting through the Administrator of the Rural Utilities Service ("RUS").

The Awardee has applied for financial assistance from RUS (the "Application") to receive or deliver broadband technical assistance and training that promotes the expansion of broadband into rural areas.

RUS is willing to extend financial assistance, in the form of a cooperative agreement grant to the Awardee, pursuant to the Consolidated Appropriations Act, 2018, Pub. L. 115-141, § 779 (the "FY2018 Appropriations"), the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (the "IIJA"), the Funding Opportunity Announcement ("FOA") published at 89 Fed. Reg. 52012 (June. 21, 2024), and Title VI of the Rural Electrification Act of 1936, 7 U.S.C. §§ 901 *et seq.* (the "RE Act"), and all applicable federal regulations, on the terms and conditions stated herein.

THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I – DEFINITIONS

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided herein or in the FOA, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Advance" or "Advances" shall mean the disbursement of grant funds in accordance with this Agreement.

"Affiliate" or "Affiliated Company" of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, "control" means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

"Award" shall mean the grant described in Article III.

"Application" shall mean all information submitted to the RUS requesting financial assistance for broadband technical assistance, including the certifications and representations made in the standard forms.

"Budget" shall mean the line-item budget for the Scope of Work, approved by the RUS, attached hereto as Schedule 2.

"Eligible Purposes" shall mean purposes and expenses which are specified in the FOA as being eligible for funding.

"Event of Default" shall have the meaning as defined in Article X.

"Expiration Date" shall have the meaning as defined in Section 3.1(b).

"Grant" shall mean the grant described in Section 3.1.

"Material Adverse Effect" shall mean a material adverse effect on, or change in, the condition, financial or otherwise, operations, properties, business, or prospects of the Awardee or on the ability of the Awardee to perform its obligations under the Grant Agreement as determined by RUS.

"Release of Funds Date" shall mean the date funds are first made available as evidenced by the notice sent by the Agency to the Awardee.

"Scope of Work" shall mean all work, as approved by the Agency, to receive or deliver broadband technical assistance and training that promotes the expansion of broadband into rural areas, as outlined in the Application, attached hereto as Schedule 3.

"SF 270" shall have the meaning as defined in Section 4.1(d).

"Subsidiaries" shall mean the subsidiaries listed in Schedule 1.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

Recognizing that RUS is relying hereon, the Awardee represents and warrants, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Awardee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; and (iii) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.
- (b) *Authority.* The execution, delivery and performance by the Awardee of this Agreement and the performance of the transactions contemplated herein have been duly authorized by all necessary.
- (c) *Litigation.* There are no pending or threatened legal, arbitration or governmental actions or proceedings to which the Awardee is a party which, if adversely determined, could have a Material Adverse Effect.
- (d) *Information Submitted with Application.* All information submitted to RUS in connection with the Application was, at the time furnished, complete, and correct in all material respects. Awardee acknowledges that all such information submitted shall be incorporated into this Agreement. Awardee also represents that since the submission of the Application, there has been no material adverse change in the financial condition or operations of the Awardee.
- (e) *Principal Place of Business.* The principal place of business and chief executive office of the Awardee is at the address of the Awardee specified in Schedule 1 hereto.
- (f) *Organization Number.* The Awardee's organization number is correctly identified in Schedule 1 hereto.
- (g) *Subsidiaries and Parent.* Any subsidiaries or parent of the Awardee are disclosed on the attached Schedule 1.

ARTICLE III – THE COOPERATIVE GRANT

Section 3.1 Cooperative Grant Amount and Expiration Date.

- (a) *Grant Amount.* RUS agrees to make and the Awardee agrees to accept, on the terms and conditions stated in this Agreement and subject to 31 U.S.C. 1551 and 1552, a grant, in the amount specified in Schedule 1 hereto (the “Grant”) to be used for broadband technical assistance and training, as further described in the Application and this Agreement.
- (b) *Expiration Date.* The obligation of RUS to advance the Award, or any portion thereof, shall expire on a date ("Expiration Date") two (2) years from the Release of Funds date.

Section 3.2 Scope of Work

- (a) *Grant Purpose.* The grant has been made solely for the receipt or delivery of broadband technical assistance and training that promotes the expansion of broadband into rural areas (the "Scope of Work"), as enumerated in Schedule 3.
- (b) *Changes to Scope of Work.* The Awardee shall obtain the prior written approval of RUS for any material change to the Scope of Work.

Section 3.3 ACH Payments

The bank account utilized by the Awardee for all award deposits must be the same bank account listed on the Awardee’s SAM.gov registration. The Awardee agrees to use of the Automated Clearing House (ACH) Payment System that deposits award funds directly into the Awardee’s bank account.

ARTICLE IV – CONDITIONS OF FINANCIAL ASSISTANCE

Section 4.1 Conditions Precedent to Closing

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS;
- (b) *Cooperative Agreement.* RUS shall receive duly executed originals of this Agreement;
- (c) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative Awardees, RUS shall have received certified copies of the Awardee’s most recent articles of incorporation or charter and bylaws. With respect to limited liability companies or similar organizations, RUS shall have received certified copies of the Awardee’s most recent organization documents; and
- (d) *Certificate of Authority.* RUS has received from the Awardee a duly authorized and executed certification Form 675, "Certification of Authority," designating an officer, employee, or agent of the Awardee as the person or persons authorized to execute and submit, on behalf of the Awardee, a completed Standard Form 270, "Request for Advance or Reimbursement" (hereinafter "SF 270").

Section 4.2 Conditions to Individual Advances

The obligations of RUS to approve any Advance are subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Awardee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date;
- (b) *Material Adverse Effect.* That no event has occurred which has had or could have a Material Adverse Effect;
- (c) *Event of Default.* That no Event of Default and no event which with the passage of time or giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, or shall have occurred after giving effect to any Advances on the books of the Awardee;
- (d) *Requisitions and Supporting Documentation.* That RUS shall have received not more frequently than once a quarter, unless otherwise agreed to by RUS, an SF 270, bearing the original signature of the officer, employee, or agent of the Awardee authorized to receive, disburse, or receive and disburse the Award, with supporting documentation from the Awardee. Advances shall be limited to the minimum amounts required for the Awardee's immediate disbursement needs and shall be requested by the Awardee only for actual immediate cash requirements of the Awardee. Such advances shall be provided on a reimbursement basis, or based on unpaid third-party invoices for Eligible Purposes, or contracts approved by RUS;
- (e) *Compliance with Cooperative Agreement.* That the Awardee is in material compliance with this Agreement; and
- (f) *Additional Documents.* That the Awardee agrees to provide RUS with such additional documents as RUS may request.

ARTICLE V – AFFIRMATIVE COVENANTS

Section 5.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the affirmative covenants contained in this Article V.

Section 5.2 Use of Advances

The Awardee shall expend Award funds only for Eligible Purposes in accordance with the RUS approved line-item Scope of Work and SF 270s submitted to RUS prior to the advance of funds

Section 5.3 Unused and Disallowed Advances

- (a) The Awardee shall return to RUS forthwith all or any advanced portion of the grant not disbursed by the Awardee for the Scope of Work with any interest earned thereon.
- (b) The Awardee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by an RUS grant audit. Disallowances shall be satisfied, as directed by RUS, by either administrative offset against other approved purposes on SF 270s or repaying the disallowed amount directly to the United States Treasury. Such disallowed

amounts shall accrue interest payable to RUS from the date RUS delivers to the Awardee a written demand for payment. Interest shall accrue on disallowed grant Advances at the then current United States Treasury rate as prescribed by the Secretary of the Treasury. Closeout of this Agreement will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Awardee's obligation to return any disallowed expenditures.

Section 5.4 Miscellaneous Notices

The Awardee shall furnish to RUS:

- (a) *Notice of Default.* Promptly after becoming aware thereof, notice of the occurrence of any default under the Grant Agreement or the receipt of any notice given pursuant to the Grant Agreement with respect to the occurrence of any event which with the giving of notice or the passage of time, or both, could become an Event of Default hereunder or under any other part of the Grant Agreement.
- (b) *Notice of Litigation.* Promptly after the commencement thereof, notice of the commencement of all actions, suits or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting the Awardee or any Affiliate which, if adversely determined, could have a Material Adverse Effect.
- (c) *Material Adverse Effect.* Promptly after becoming aware thereof, notice of any matter which has resulted or may result in a Material Adverse Effect.
- (d) *Corporate Document Changes.* Thirty (30) days prior to their effectiveness, any amendments, supplements or modifications to the Awardee's Articles of Incorporation, Charter, Bylaws, Operating Agreement, Members Agreements or other Organizational Documents.

Section 5.5 Travel Expenses

All travel using Award funds must be directly related to the approved Statement of Work and Budget and must comply with 31 U.S.C. § 1345, *Federal Travel Regulations*, and applicable cost principles.

Section 5.6 Use and Publication of Information

- (a) Awardee shall not make available to other persons, except as authorized by RUS, any unpublished confidential data or information obtained or developed under and during this Agreement. Awardee shall not use such identifying data or information for any purpose other than for carrying out its obligations under this Agreement.
- (b) Awardee shall be free to publish in professional journals data or information obtained or developed, except as provided in subsection (a) above, resulting from the activities under this Agreement. Awardee agrees to submit a copy of any such publication to RUS sixty (60) calendar days prior to publication for review to ensure that confidentiality of the deliverables is maintained and that RUS and the program have been accurately represented, as determined by RUS. All educational and technical assistance materials developed by Awardee remains the property of Awardee; however, RUS has a non-exclusive, royalty-free, non-transferable, irrevocable license to reproduce, prepare derivative work and

distribute copies of the deliverables so long as such deliverables are used for non-commercial educational or government purposes.

- (c) Awardee shall acknowledge USDA support in any publication written or published with respect to this Award and, if feasible, that such publication states the following: "This material is based upon work supported by the U.S. Department of Agriculture, Rural Utilities Service."
- (d) Awardee will utilize the logo provided by RUS on all educational and promotional materials developed for the Scope of Work. Awardee may also use its and its partners' logos where appropriate.

Section 5.7 Section 508 Compliance

Section 508 of the Americans with Disabilities Act requires Federal departments and agencies that develop, procure, maintain, or use electronic and information technology to ensure that Federal employees and members of the public with disabilities have access to and use of information and data, comparable to that of the employees and members of the public without disabilities. Awardees providing services or products to, and on behalf of, Federal agencies must provide Section 508 compliant deliverables. For further information, visit www.Section508.gov.

ARTICLE VI – ACCOUNTING AND REPORTING

Section 6.1 Financial Records

Awardees must account for all funds advanced under this Agreement and shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, payroll records and bills of sale, adequate to identify the purposes for which, and the manner in which grant funds were expended on the Scope of Work. The Awardee shall maintain copies of all documents submitted to RUS in connection with the Award until the longer of (i) all audits have been completed, (ii) the term of this Agreement or (iii) three years subsequent to closeout of the Award.

Section 6.2 Rights of Inspection

The Awardee shall afford RUS, the Office of the Inspector General of USDA, and the Government Accountability Office, through their representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect records related to the Scope of Work, including electronic books, accounts and electronic mail messages, regardless of the physical form or characteristics, invoices, contracts, leases, payroll records, canceled checks, statements, and other documents, and papers of every kind belonging to or in any way pertaining to the Scope of Work, including its Subsidiaries, if such entities received for work under this Agreement, and to make copies or extracts therefrom.

Section 6.3 Annual Audit

- (a) Non-Federal Entities, which include Awardees that are States, local governments, Indian tribes, institutions of higher education, or nonprofit organizations, shall provide RUS with an audit pursuant to 2 C.F.R. part 200, Subpart F (Audit Requirements). The Awardee must follow subsection 200.502 in determining federal awards expended. All RUS loans impose an ongoing compliance requirement for the purpose of determining federal awards expended during a fiscal year. In addition, the Awardee must include the value of new federal loans made along with any grant expenditures from all federal sources during the Awardee's fiscal year. Therefore, the audit submission requirement for this program begins

in the Awardee's fiscal year that the loan is made and thereafter, based on the balance of federal loan(s) at the beginning of the audit period. All required audits must be submitted within the earlier of: (i) 30 calendar days after receipt of the auditor's report; or (ii) nine months after the end of the Awardee's audit period.

- (b) For all other entities, Awardees shall provide RUS with an audit within 120 days after the as of audit date in accordance with 7 C.F.R. part 1773, Policy on Audits of RUS Borrowers. Note that with respect to Advances that contain loan funds, the audit is required after an Advance has been made, and, thereafter, from the close of each subsequent fiscal year until the loan is repaid in full. With respect to Advances that only contain grant funds, the audit is required until all grant funds have been expended or rescinded. While an audit is required, Awardees must also submit a report on compliance and internal controls over financial reporting, as well as a report on compliance with aspects of contractual agreements and regulatory requirements

Section 6.5 Reporting

- (a) *Annual Reporting.* The Awardee shall submit an annual Federal Financial Report on SF-425.
- (b) *Performance Report.* The Awardee shall deliver an annual performance report to RUS until the project is complete and funds are expended. The performance report shall address:
 - (i) a comparison of actual accomplishments to the objectives set forth in the Application;
 - (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Scope of Work objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular work elements. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
 - (iii) objectives and timetable established for next reporting period.
 - (iv) activities demonstrating the coordination with the State Broadband Office.
- (c) *Closeout Report.* The Awardee shall deliver a closeout report to RUS no later than one hundred twenty (120) days after the expiration or termination of the Award or expenditure of all Award funds. The close out report shall address: (i) a comparison of actual accomplishments to the objectives set forth in the Application; (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Scope of Work objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular work elements; and (iii) a comparison of how funds were spent against the budget submitted with the Application, approved by RUS, and attached hereto as Schedule 3.

ARTICLE VII – NEGATIVE COVENANTS

Section 7.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the negative covenants set forth in this Article VII.

Section 7.2 Contracts

The Awardee shall not, without the prior written consent of RUS, enter into any contract or contracts for the performance of any part of the Scope of Work. With respect to approved Scope of Work to be performed by Affiliates, such work will be limited to an amount which is the lower of cost or market rate and

which is subject to verification by RUS and its representatives having access to the books and records of the Affiliate.

Section 7.3 Restrictions on Changes to Line-Item Budget

The Awardee agrees that the Budget for the Scope of Work is a line-item Budget and agrees not to make any revisions to the RUS approved line-item Budget, without the prior written approval of RUS.

ARTICLE VIII – GRANTOR’S RIGHTS

Section 8.1 Termination of Award Offer

RUS, in its sole discretion, may terminate this Agreement if it does not receive a duly executed counterpart to this Agreement with all conditions in Section 4.1 satisfied within sixty (60) days from the date of receipt of the Agency’s signed Agreement.

Section 8.2 Audits and Compliance Reviews

After giving prior notification to the Awardee, RUS has the right to conduct compliance reviews and audits of the Awardee to assure compliance with this Agreement.

Section 8.3 Disallowed Expenditures

Upon a determination by RUS that the Awardee did not expend Award funds on Eligible Purposes in accordance with the RUS approved line-item Scope of Work and the SF 270s approved by RUS prior to the advance of funds, RUS may, in its sole discretion:

- (a) Disallow all or a part of the expenditures and disbursements of the Award and require the Awardee to apply such funds toward other approved Scope of Work purposes on SF 270s or to reimburse the Government, as provided in Section 5.3 hereof;
- (b) Suspend future Advances; and/or
- (c) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available under this Agreement or law.

Section 8.4 Suspension of Advances

RUS may, in its absolute discretion, suspend approving Advances on the Award upon making a determination that an event has occurred that is likely to have a Material Adverse Effect. RUS may also suspend approving advances of the Award upon the occurrence of an Event of Default.

ARTICLE IX - EVENTS OF DEFAULT

Section 9.1 Events of Default

The following shall be events of default (each an "Event of Default") under this Agreement:

- (a) Representations and Warranties. Any representation or warranty made by the Awardee in this Agreement, SF 270s or any certificate furnished to RUS under this Agreement, or in the Application shall prove to have been incorrect in any material respect at the time made;

- (b) Improper Expenditures. The Awardee expends Award funds on costs which are not Eligible Purposes in accordance with the RUS approved line-item Scope of Work and the SF 270s approved by RUS prior to the advance of funds;
- (c) Failure to Keep Adequate Records. The Awardee fails to keep adequate records, including the failure to document Award fund expenditures for Eligible Purposes as required herein;
- (d) Failure to Comply with Accounting and Reporting Requirements. The Awardee fails to comply with the accounting and reporting requirements in Article VI;
- (e) Bankruptcy. A court having jurisdiction in the premises shall enter a decree or order for relief with respect to the Awardee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (1) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official, or (2) ordering the winding up or liquidation of its affairs; or the Awardee shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors; and
- (f) Dissolution or Liquidation. Other than as provided in the immediately preceding subsection, the dissolution or liquidation of the Awardee, or the filing of such by the Awardee.

ARTICLE X - REMEDIES

Section 10.1 General

Upon the occurrence of an Event of Default, RUS may pursue all rights and remedies available to RUS that are contemplated by the Grant Agreement in the manner, upon the conditions, and with the effect provided in the Grant Agreement, and may pursue such other remedies that are generally available at law or in equity including, without limitation, a suit for specific performance, injunctive relief or damages. Nothing herein shall limit the right of RUS to pursue all rights and remedies available to a creditor following the occurrence of an Event of Default listed in Article X hereof. Each right, power and remedy of RUS shall be cumulative and concurrent, and recourse to one or more rights or remedies shall not constitute a waiver of any other right, power or remedy.

Section 10.2 Remedies

In addition to the remedies referred to in Section 11.1 hereof, upon the occurrence of an Event of Default, RUS may:

- (a) Refuse to make any advance or further advance on account of the Award, but any advance thereafter made by RUS shall not constitute a waiver of such default;
- (b) Terminate the obligation to further advance on account of the Award; and/or
- (c) RUS shall have, in addition to any other rights and remedies contained in this Agreement, all of the rights and remedies of a secured party under the Uniform Commercial Code in force in the state identified in the first paragraph hereof, as well as the state where the Collateral is located, as of the date hereof, all of which rights and remedies shall be cumulative, and nonexclusive.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by email) delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by email delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

RUS
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1510
Attention: Administrator
Email:reconnect@usda.gov

Awardee
See Schedule 1

With a copy to:
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Stop 1590, Room No. 4121
Washington, D.C. 20250-1590
Attention: Peter Amiable

With a copy to:
See Schedule 1

Section 11.2 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 11.3 Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law and, in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

Section 11.4 Consent to Jurisdiction

The Awardee hereby irrevocably submits to the jurisdiction of the U.S. District Court for the District of Columbia and the US Court of Appeals for the Federal Circuit (both the "DC Federal Courts") for any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such federal courts. The Awardee irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Awardee's address set forth in Schedule 1. The Awardee hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the DC Federal Courts and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in any such court has been brought in a forum *non conveniens*. Nothing herein shall affect the right of the Government to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Awardee in its own jurisdiction.

Section 11.5 Waiver of Jury Trial

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, SECURED PARTY, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 11.6 Rescission

The Awardee may elect to rescind this Agreement, in which event RUS shall release the Awardee from its obligations hereunder, provided the Awardee complies with such terms and conditions as RUS may impose for such release.

Section 11.7 Successors and Assigns

- (a) This Agreement shall be binding upon and inure to the benefit of the Awardee and RUS and their respective successors and assigns, except that the Awardee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.
- (b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such a transfer, all rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

Section 11.8 Complete Agreement; Waivers and Amendments

Subject to RUS Regulations, this Agreement and all parts of the Grant Agreement are intended by the parties to be a complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement. No amendment, modification, or waiver of any provision hereof or thereof, and no consent to any departure of the Awardee herefrom or therefrom, shall be effective unless approved in writing by RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11.9 Liability

Awardee and RUS agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law.

Section 11.10 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

Section 11.11 Severability

If any term, provision, condition, or any part thereof, of this Agreement or the Security Documents shall for any reason be found or held invalid or unenforceable by any governmental agency or court of

competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition nor any other term, provision, or condition, and this Agreement and the Security Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

Section 11.12 Schedules

The Schedules attached hereto and referred to herein is an integral part of this Agreement.

Section 11.13 Authority of Representatives of RUS

In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

Section 11.14 Term

This Agreement shall remain in effect until one of the following two events has occurred:

- (a) The Awardee and RUS replace this Agreement with another written agreement; or
- (b) All of the Awardee's obligations under this Agreement, including the Service Obligation, have been discharged and paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PIMA COUNTY

by _____
Name:

Title:

(Seal)

Attested to by: _____
Secretary

UNITED STATES OF AMERICA

by _____
Administrator
of the Rural Utilities Service |

SCHEDULE 1

Article II Representations and Warranties

1. Paragraph (e) Awardee's Principal Place of Business:
115 N. Church Ave. 2nd Floor, Suite 231
Tuscon, Arizona, 85701-1317
2. Paragraph (f) Awardee's Organization Number: JBMBVGUK5LF1
3. Paragraph (g) Awardee's Subsidiaries: N/A
4. Paragraph (g) Awardee's Parent: N/A

Article III The Cooperative Grant

1. Section 3.1(a) Grant amount: \$487,733.00

Article XII Miscellaneous

1. Section 11.1 Awardee's address for purposes of notification:
115 N. Church Ave. 2nd Floor, Suite 231
Tuscon, Arizona, 85701-1317

2. Section 11.1 Address for Awardee's notification copy:
115 N. Church Ave. 2nd Floor, Suite 231
Tuscon, Arizona, 85701-1317

**SCHEDULE 2
BUDGET**

Line Item	Item Category	Item Cost
1	Supplies	\$3,500.00
2	Contractual	\$478,233.00
3	Other	\$6,000.00
Total Project Cost to be Funded by Award		\$487,733.00

SCHEDULE 3 STATEMENT OF WORK

I. OBJECTIVES & DELIVERABLES

The goal of this project is complete a broadband gap and feasibility study for Southern Arizona inclusive of Pima and Santa Cruz counties. Funds will be used to create a comprehensive report for the region including details about the status of broadband and recommendations for future expansion. The project will arm the administration of both counties with the facts needed to create broadband expansion projects in rural, distressed, and socially vulnerable areas of the region.

Work Plan Approach

The Southern Arizona Regional Broadband Feasibility Study will utilize the expertise of an outside consultant to perform the work of the project plan. The final deliverable will be a report inclusive of current findings, considerations and barriers, recommendations for broadband expansion, market analysis in the identified communities, projected engineering, environmental, and design costs, financial projections, and asset mapping. This work will be completed in coordination with the project staff from Pima and Santa Cruz counties and Rural Development staff, who will help facilitate the community engagement portion of the work plan.

Project Goals and Objectives

The project goals and objectives provide clear direction, focus, and measurable criteria for the success of this project. The goals will provide guidance for resource allocation and the objectives will identify specific actions for completion of the project.

Goal: Completion of a Broadband Feasibility Study

The primary goal of this project is to select a consultant to design and conduct a study to determine the optimal way to provide high-speed, affordable broadband internet service to rural areas deemed unserved and underserved throughout Pima and Santa Cruz counties. The feasibility study will include, but is not limited to, service and infrastructure analysis, needs assessment and community engagement, site and market analyses, inventory of broadband provider business models and potential partnerships, mapping to confirm all broadband infrastructure assets, creation of a conceptual network design with technology recommendations, environmental reviews, financial forecasts, project considerations, barriers, and recommendations for broadband expansion.

Objective: Receive technical assistance training on best practices, capacity development, and strategic planning

Rural Development staff will provide expert technical assistance training to staff from Pima and Santa Cruz counties on best practices for the creation of a broadband feasibility study, steps for community capacity development, best practices for data gathering in rural communities, and implementing community development processes in identified communities. Rural Development staff will facilitate trainings with local stakeholders on visioning and goal creation for strategic planning and capacity building within communities.

Objective: Complete market surveys

Market surveys will identify current internet service providers, the types of ownership models, and the penetration/adoption rates in a community. This is completed through extensive research into the history of the current providers, types of technology used for the provision of internet, available products, bandwidth and speed availability, and pricing for each type of plan. Market surveys incorporate infrastructure detail from the asset mapping and information gathered from community interviews to tell the complete story of an area, identifying foreseeable competition and sensible pricing for services provided.

Objective: Complete asset mapping

Asset mapping will identify current localized infrastructure such as public utilities, anchor institutions, public right of ways, co-location structures, pole locations by ownership, conduit, fiber, antennas, abandoned facilities, communications towers, and other infrastructure to determine usefulness for expanding broadband infrastructure. This objective will provide a detailed understanding of all local stakeholders including local officials, internet service providers, area development district staff, and other stakeholders as appropriate. Mapping analysis

will provide details for appropriate FCC map challenges by creating overlays of served, underserved, and unserved areas based on the current standards.

Objective: Community engagement

Community engagement efforts identify the current opportunities for expansion through the completion of a needs assessment for large-scale use of broadband for county businesses and residents. This effort is undertaken through stakeholder input including the use of public surveys (English/Spanish), hosting public meetings such as focus groups or town halls, interviews with enterprise, medium, and small businesses, web-based outreach including social media posts and online surveys and events calendars, and analog approaches to outreach including radio, TV, and newspaper. The information gathered from these efforts will be compared to recent broadband improvements to reduce duplicative recommendations.

Objective: Broadband GAP analysis

The GAP analysis will identify incumbent Internet service providers (ISPs) and existing broadband infrastructure currently service Pima and Santa Cruz counties. The analysis will provide a clear picture of the state of broadband in the identified communities and how proposed expansion will fit into that landscape. This analysis feeds directly into the conceptual engineering design and cost model, including considerations for current trends in telecommunication technologies, assessments of material lifespan, and recommendations to safeguard against obsolescence.

Objective: Engineering design and cost

The conceptual engineering design will provide high-level design components of broadband infrastructure including fiber optic routes, network buildings, and equipment. The design will incorporate current technologies and make recommendations for project identification and prioritization. These projects will include both middle mile and last mile efforts for the identified communities, providing comprehensive details about environmental/cultural resource reviews, deployment, costs, potential funding, and sustainability.

Objective: Financial projections

The financial projections will provide county administration with a cost model for the network, including one-time and ongoing capital expenditures, operations, network operations, field services, staffing, billing, and customer service. The projections will include customer grown rates, competitive pricing schedules and overall financial sustainability. Programming and financing evaluations will be focused on the operation of broadband by eligible entities including units of government, co-operatives, non-profits, private companies, and colleges. The financial projections will include recommendations for funding sources at the local, state, federal, and private levels.

Goal: Strategic Planning

Pima and Santa Cruz counties will use the feasibility study to incorporate broadband infrastructure and expansion into their economic and workforce development plans and prosperity initiatives.

Objective: Identifying existing and potential partnerships

The feasibility study will include an inventory of existing broadband partnerships and provide recommendations for the development of new partnerships. The identified communities will confront significantly higher deployment costs due to low population density, the need for lengthier middle mile networks, and the potential for challenging terrain. The inventory and recommendations will address possible economic challenges by identifying partnerships with the ability to participate in sharing capital costs and enhancing revenue potential. The data gathered in the study will provide the foundation for creating partnerships that reflect local needs and circumstances utilizing different models (e.g., private sector-led, government-led and privately supported, or joint-ownership).

Objective: Using the feasibility study for decision-making

The feasibility study will provide county administration with a roadmap for decision making. This roadmap will include the main route for broadband expansion and include redundant pathways to ensure the identified rural communities are afforded the same opportunities as their urban counterparts. Additionally, the feasibility study will be compared to current plans – land use, transportation, conservation, climate resiliency, workforce and economic development, affordable housing – to eliminate duplicative efforts and enhance the efforts of both counties.

II. STATEMENT OF WORK

Major Tasks

Major tasks identify the high-level priorities of the work plan. Task categories include consultation, procurement, training, development, engagement, planning, reporting, and monitoring. The major tasks are not linear. Tasks can, and should, overlap in this process. The time required to complete a task assumes a two-year period of performance for the work plan. Tasks are assigned to groups of key personnel with some requiring the attention of multiple groups. (Table 1)

Category of Task	Task Description	Work Plan Goal/Objective
Consultation	Best practices for implementing a feasibility study	Technical Assistance
Procurement	Develop scope of work for RFP	Broadband Feasibility Study
Procurement	Initiate request for proposals process	Broadband Feasibility Study
Procurement	Evaluate proposals and make award	Broadband Feasibility Study
Procurement	Complete contract negotiations and issue notice to proceed	Broadband Feasibility Study
Training	Training on the steps for community capacity development	Technical Assistance
Training	Best practices for data gathering in rural communities	Technical Assistance
Training	Training to implement community development process in identified communities	Technical Assistance
Training	Visioning and goal creation exercise for community members	Technical Assistance
Training	Capacity building within communities	Technical Assistance
Engagement	Create data gathering tools for use in community engagement	Community Engagement

Category of Task	Task Description	Work Plan Goal/Objective
Engagement	Creation of materials and graphics to distribute to communities (English/Spanish)	Community Engagement
Engagement	Marketing efforts for community input via social media, radio, TV, and newspaper	Community Engagement
Engagement	Gather community input through public surveys	Community Engagement
Engagement	Gather community input through interviews, focus groups, or townhalls	Community Engagement
Development	Identify priorities, needs for study	Broadband Feasibility Study
Development	Create a timebound workplan using identified objectives	Broadband Feasibility Study
Development	Complete market surveys	Market Surveys
Development	Complete asset mapping	Asset Mapping
Development	Complete data analysis	Broadband Gap Analysis
Development	Create conceptual design with costs	Design and Costs
Development	Create financial projections	Financial Projections
Planning	Identify existing and potential partnerships	Strategic Planning
Planning	Host sessions for strategic planning	Strategic Planning
Reporting	Creation of final report and presentation to county administration	Broadband Feasibility Study
Monitoring	Host monthly meetings to review project status	Technical Assistance

III. AWARDEE RESPONSIBILITIES

The awardee agrees to the responsibilities detailed in the approved project work plan.

IV. RUS RESPONSIBILITIES

RUS is responsible for providing the following activities under this agreement:

Activity Number	Proposed Substantial Involvement by RD Staff
1	Provide oversight and guidance on project goals.
2	Participate in regular project meetings, where applicable.
3	Support the project objectives including technical assistance, strategic planning, and community engagement.

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

OMB No. 0570-0062

The Pima County

(name of recipient)

115 N. Church Avenue, 2nd Floor, Suite 231, Tucson, AZ 85701

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Pima County on this _____
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

01-07-2025

Date

Attest:

Title

Chair, Board of Supervisors

Title