

# COB - BOSAIR FORM

10/03/2025 9:23 AM (MST)

Submitted by Yvette Romero@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: CT ODI CT2500000066

**Award Type:** Contract

**Is a Board Meeting Date Requested?** Yes

**Requested Board Meeting Date:** 10/21/2025

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:** • N/A

**Supplier / Customer / Grantor / Subrecipient:** Town of Oro Valley

**Project Title / Description:** Intergovernmental Agreement between Pima County and Town of Oro Valley for Pima County Regional Middle Mile Broadband Infrastructure Project

**Purpose:** Pima County is establishing a cooperative agreement with the Town of Oro Valley to define the roles and responsibilities of the parties with respect to the Pima County Regional Middle Mile Broadband Infrastructure Project (PCRMP).

**Procurement Method:** IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

**Procurement Method Additional Info:** N/A

**Program Goals/Predicted Outcomes:** The Pima County Regional Middle Mile Broadband Infrastructure Project (PCRMP) is a \$43.3M project partially funded (\$30.3M) by the US Commerce Department, National Telecommunications & Information Administration. The \$13M match requirement for the grant consists of cash and in-kind service contributions from Pima County, local municipalities, and other project stakeholders. The IGA serves as documentation of the cash contribution and in-kind services to be received from the Town of Oro Valley for the PCRMP grant match. Oro Valley's contributions will aid in the successful completion of the Middle Mile project by June 30, 2028.

**Public Benefit and Impact:** Studies show the economic impacts of expanding broadband in underserved areas of a community, as compared to the cost of expansion, results in a benefit-cost ratio of 1:3-4. For every \$1 spent on expansion, a community will receive \$3-\$4 in economic benefit. That means better education, increased entrepreneurship, better access to healthcare, and increased access to financially stable careers. Ensuring access to affordable internet, availability of internet-enabled devices, high-quality

TO: COB, 10/8/25(1)

VERSION: 0

PAGES: 9

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technical support, and the development of digital skills will improve the economic, social, and civic participation of residents.

**Budget Pillar**

- Critical infrastructure & economic growth

**Support of Prosperity Initiative:**

**9. Expand Broadband Services and Address Barriers to Digital Inclusion**

**Provide information that explains how this activity supports the selected Prosperity Initiative**

Expanded broadband access coupled with strategies that increase broadband adoption have been shown to decrease poverty and increase employment, especially in rural areas. The commitment of resources to the PCRMMP prioritizes populations who have been historically and negatively impacted by the digital divide and for rural areas. To ensure all Pima County residents can fully participate, these three elements must be addressed: broadband availability, affordability, and digital literacy. PCRMMP addresses broadband availability by reducing the high cost of middle mile construction, allowing all internet service providers to leverage their resources for buildout of high-speed internet to underserved areas of the county.

**Metrics Available to Measure Performance:**

Number of hours of work on project for permitting and inspection, number of miles constructed, actual cash donation received

**Retroactive:**

NO

**Contract / Award Information**

Record Number: CT ODI CT2500000066

**Document Type:** CT

**Department Code:** ODI

**Contract Number:** CT2500000066

**Commencement Date:** 10/21/2025

**Termination Date:** 06/30/2050

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$200,000.00

**Funding Source Name(s) Required:** Town of Oro Valley

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were insurance or indemnity clauses modified?**

YES

Vendor is using a Social Security Number?

NO

Department: Office of Digital Inclusion

Name: Michelle Simon

Telephone: 5207247694

Add Procurement Department Signatures

No

Add GMI Department Signatures

Yes

Grants Management Authorized Signer:

 for Ken Walker Date: 10/3/25

Department Director Signature:



Date:

10/3/25

Deputy County Administrator Signature:



Date:

10-3-2025

County Administrator Signature:

Date:

10/6/25

**RESOLUTION NO. (R)25-46**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY, AND THE TOWN OF ORO VALLEY FOR PARTICIPATION IN THE PIMA COUNTY REGIONAL MIDDLE MILE BROADBAND INFRASTRUCTURE PROJECT; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION**

**WHEREAS**, Pima County (the County) is planning construction of the Pima County Regional Middle Mile Broadband Infrastructure Project (the Project), a 142-mile contiguous open access fiber network ring; and

**WHEREAS**, a portion of the Project will fall within the boundaries of the Town of Oro Valley (the Town); and

**WHEREAS**, pursuant to A.R.S. § 11-952, *et. seq.*, the County and the Town may contract for services and enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the Town desires to enter into the Intergovernmental Agreement ("IGA") with the County, attached hereto as Exhibit "A", to lay out each Party's responsibilities regarding participation in the Project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AS FOLLOWS:**

**SECTION 1.** The Intergovernmental Agreement between Pima County and the Town of Oro Valley attached hereto as Exhibit "A" is hereby approved.

**SECTION 2.** The Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

**SECTION 3.** All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this Resolution or the Intergovernmental Agreement attached hereto as Exhibit "A" is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 3<sup>rd</sup> day of September, 2025.

**TOWN OF ORO VALLEY, ARIZONA**

E-SIGNED by Joseph C. Winfield  
on 2025-09-04 20:11:59 GMT

\_\_\_\_\_  
Joseph C. Winfield, Mayor

**ATTEST:**

E-SIGNED by Michael Standish  
on 2025-09-08 18:26:22 GMT

\_\_\_\_\_  
Michael Standish, Town Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

E-SIGNED by Andrew Votava  
on 2025-09-04 20:17:26 GMT

\_\_\_\_\_  
Andrew Votava, Interim Legal Services Director

Date: \_\_\_\_\_

## **EXHIBIT “A”**



**Intergovernmental Agreement  
between  
Pima County and Town of Oro Valley  
for  
Pima County Regional Middle Mile Broadband Infrastructure Project**

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the Town of Oro Valley, (“**Town**”), an Arizona municipal corporation, pursuant to Arizona Revised Statutes (A.R.S.) § 11-952. County and Town are sometimes collectively referred to as the “Parties,” any of which is sometimes individually referred to as a “Party.”

**1. Background.**

County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

- 1.1. County is planning construction of the Pima County Regional Middle Mile Broadband Infrastructure project (“Project”), a 142-mile contiguous open access fiber network ring containing two micro-ducts with 7 channel conduits. The Project will take five years to complete, beginning July 2023 with substantial completion by June 2028.
- 1.2. The attached Exhibit 1 shows a portion of the fiber network ring falling within Town’s jurisdictional boundaries.
- 1.3. The \$43.3 million Project is funded through a \$30.3 million federal grant from the United States Commerce Department, National Telecommunications & Information Administration (“NTIA”) and a \$13 million match contribution from Pima County, local municipalities, and other Project stakeholders.
  - 1.3.1. The \$13 million match contribution is in the form of cash and in-kind services including, but not limited to, administrative costs, legal fees, permitting fees, right-of-way licensing, utility and environmental coordination fees for the benefit of the Project.
  - 1.3.2. Town, a municipal corporation within Pima County, provided technical guidance to County on the development of the NTIA federal grant application. Additionally, Town authorized the provision of in-kind services and a contribution of \$200,000 to County in support of the Project through a letter of support from the Town Manager dated September 30, 2022.
- 1.4. In-kind services provided by Town include, but are not limited to:
  - 1.4.1. Tracking of time and effort for all construction oversight activities relating to Project within Town boundaries.
  - 1.4.2. Tracking of time and effort for Town’s Water Utility to provide review and separation requirements relating to Project pursuant to Town’s standard detail for dry utilities: <https://www.orovalleyaz.gov/files/assets/public/v/1/documents/water->

- 1.4.3. Tracking of time and effort for the review of fiber installation work plans relating to Project within Town boundaries.
  - 1.4.4. Tracking of time and effort for inspection activities relating to Project as required by Town code.
  - 1.4.5. Tracking of time and effort for the provision of permits and right-of-way ("ROW") access relating to Project.
  - 1.4.6. Tracking of permitting and ROW fees to be provided at no cost to County.
2. **Purpose.** County and Town want to establish a cooperative agreement to define the roles and responsibilities of the Parties with respect to the Project.
- 2.1. **County Responsibilities.** County will:
- 2.1.1. Receive and administer all federal-aid funding for the duration of the Project.
  - 2.1.2. Monitor activities, gather backup data for in-kind services provided by each municipality, and prepare reporting for compliance with respect to all requirements of the Project.
  - 2.1.3. Be the lead agency on all construction and construction management and shall provide ROW certifications to NTIA in coordination with Town.
  - 2.1.4. Request from Town any necessary ROW, utility, and environmental clearance background information.
  - 2.1.5. County shall provide details to Town for proposed water utility crossings with separation vertically and horizontally.
  - 2.1.6. Apply for no-cost permits within the Town boundaries.
  - 2.1.7. Notify and work with the appropriate Town staff to obtain project permits, including traffic control permits, in a timely manner.
  - 2.1.8. Retain control, permissions, operations, maintenance, and monitoring of all Project broadband infrastructure installed in public ROW in perpetuity within Town boundaries.
- 2.2. **Town Responsibilities.** Town will:
- 2.2.1. Monitor Project activities within Town boundaries by providing construction oversight, fiber installation reviews, and Town inspections.
  - 2.2.2. Provide detailed time-tracking for all activities related to this IGA as backup data for in-kind services provided.
  - 2.2.3. Provide no-cost permits and licensing within Town boundaries.



2.2.4. Provide a point of contact to County to ensure that Town provides a timely response to all County requests with respect to the Project.

3. **Financing**

- 3.1. Due to the complexities of fiber sharing, County and Town will negotiate a separate Indefeasible Right of Use Agreement ("IRU") for the Town's use of the open access network relating to the Project.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 25 years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA. County will include the Middle Mile project and its inventory of property covered by its self-insurance trust.
8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Oro Valley Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In

the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

13. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
15. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
16. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**

Michelle Simon  
Director, Office of Digital Inclusion  
201 N. Stone Ave.  
Tucson, AZ 85701

**Town of Oro Valley**

Scott Zufelt  
IT Director, Oro Valley  
11000 N La Canada  
Oro Valley, AZ 85737

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
19. **Legal Authority.** Neither party warrants the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except

through a written amendment signed by the parties.

21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

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Rex Scott  
Chairman  
Board of Supervisors

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Date

ATTEST

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Melissa Manriquez  
Clerk of the Board

**TOWN OF ORO VALLEY**

E-SIGNED by Joseph C. Winfield  
on 2025-09-04 20:12:03 GMT

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Joe Winfield  
Mayor  
Town of Oro Valley

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Date

ATTEST

E-SIGNED by Michael Standish  
on 2025-09-08 18:26:31 GMT

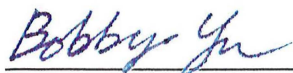
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Michael Standish  
Town Clerk

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

**PIMA COUNTY:**



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Bobby Yu, Deputy County Attorney

**TOWN OF ORO VALLEY:**

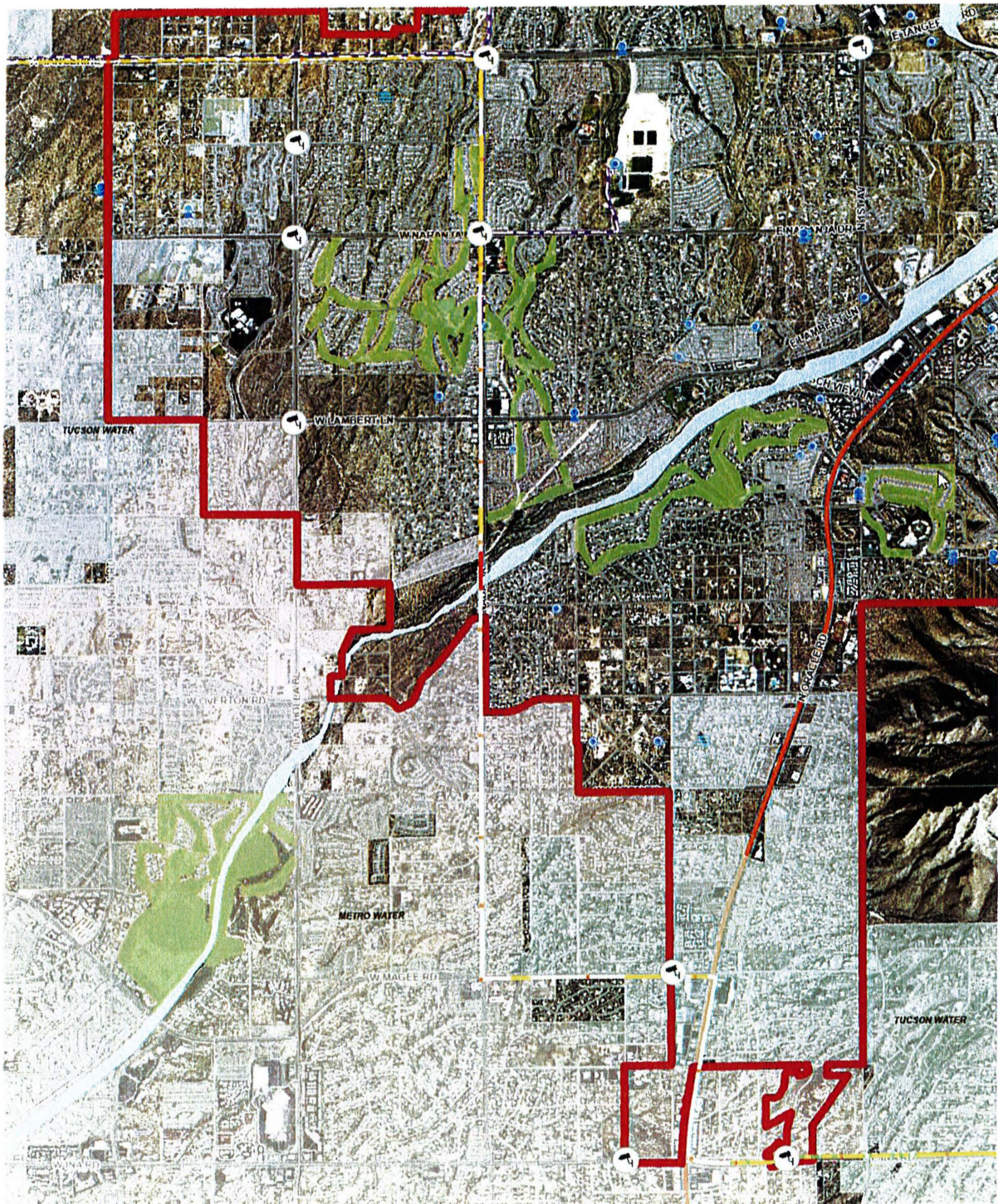
E-SIGNED by Andrew Votava  
on 2025-09-04 20:28:27 GMT

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Tobin Sidles, Legal Services Director



## EXHIBIT 1



## Pima County Fiber Ring Review