

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award Contract C Grant	Requested Board Meeting Date: 07/15/2025
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
Kimley-Horn and Associates, Inc (Headquarters: Raleigh, NC	
*Project Title/Description:	
Broadband Gap and Feasibility Study	
*Purpose:	
Award: Supplier Contract No. SC2500000178. This Supplie in the not-to-exceed contract amount of \$446,000.00. Add	r Contract is for a term commencing on 08/01/2025 and terminating on 02/28/2027 ministering Department: Office of Digital Inclusion.
*Procurement Method:	
·	mpetitive sealed proposals, Solicitation No. RFP-2500004354 was conducted. Its were interviewed. Award is to the responsive and responsible respondent
RQID: 2500004354	
Attachments: Notice of Recommendation for Award and Su	upplier Contract.
*Program Goals/Predicted Outcomes:	
Funds will be used to create a comprehensive report for th	d feasibility study for southern Arizona inclusive of Pima and Santa Cruz counties. e region including details about the status of broadband and recommendations for both counties with the facts needed to create broadband expansion projects in n.
*Public Benefit:	
	dy to implement broadband expansion projects to improve access to affordable, high- reas of the region. High-speed internet results in great opportunities for community

*Metrics Available to Measure Performance:

The generation of a completed study and presentation.

*Retroactive:

members.

No.

To: COB 6/25/2025 (1)

Vers: 0 Pgs: 61

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: <u>SC</u>	Department Code: <u>PO</u>	Contract Number (i.e., 15-123): SC2500000178
Commencement Date: 08/01/25	Termination Date: 02/2	<u>18/27</u> Prior Contract Number (Synergen/CMS): <u>N/A</u>
Expense Amount \$ 446,000.00 *		Revenue Amount: \$ <u>N/A</u>
*Funding Source(s) required: 20377FD	ODI - Grants	
Funding from General Fund? C Yes	No If Yes \$	%
Contract is fully or partially funded with I	caciai ranas.	C No
Were insurance or indemnity clauses mo If Yes, attach Risk's approval.		O No
Vendor is using a Social Security Number If Yes, attach the required form per Adminis	:	⊙ No
Amendment / Revised Award Informa	<u>tion</u>	
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):
C Expense C Revenue C Increa	se 💍 Decrease	Amount This Amondment, C
Is there revenue included?	No If Yes \$	Amount This Amendment: \$
*Funding Source(s) required:		
Funding from General Fund?	- CiNo lf Yes\$	
Grant/Amendment Information (for g		75 A
Document Type:	Department Code:	
Commencement Date:	Termination Dat	•
Match Amount: \$	Г	Revenue Amount: \$
	L	
*All Funding Source(s) required:		
*Match funding from General Fund?	C Yes C No If Ye	s\$
*Match funding from other sources? *Funding Source:	ĈYes ĈNo lfYe	s\$
*If Federal funds are received, is fund	ng coming directly from t	he Federal government or passed through other organization(s)?
Contact. Frocurement Onicer.	Koskiniemi Branchiset Kotokini (1994)	Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2025.06.10 12:04:06-07'00'
Department: Procurement Director: B	ruce D Collins Digitally signed by 8	Truce D Collins ::33:02-07/00' Telephone: 5202743760
Department Director Signature: Michell		trally signed by Alldriele Smoon or Phra County, our Office of Digital Inclusion. Unmiddented Smoon or Phra County, our Office of Digital Inclusion. Date:
Deputy County Administrator Signature:	5/14	Date: 6-23-2021
County Administrator Signature:	0	Date: C-23-25



Modification to Insurance or Indemnity Clause

Date: 5/23/2025
Requestor Name: Mark Koskiniemi
Department: Procurement
Change to Insurance Change to Indemnity
Supplier Name: Kimley-Horn and Associates, Inc
Contract No: SC2500000178
Project Title/Description: Broadband Gap and Feasibility Study
Requested Change:
7. Indemnification First sentence, add "to the extent" caused; remove "or alleged to be causes, in whole, or in part"; add "negligent" act.
Delete sentence "Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies."
Full revised text attached.
Approved Denied
Risk Management:

7. Indemnification

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property to the extent caused by any negligent act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. This indemnity will survive the expiration or termination of this Contract.



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: June 12, 2025

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-2500004354 for Broadband Gap and Feasibility Study that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after July 15, 2025.

Award is recommended to the highest scoring proposal.

AWARDEE NAME
Kimley-Horn and Associates Inc

<u>AWARD AMOUNT</u> \$446,000.00

OTHER RESPONDENT NAMES (alphabetical)

AECOM

Bonfire

CBG Communications

Connected Nation

CTC Technology & Energy

Design Nine

ECC Technologies

EN Engineering

Finley/CCG

HR&A Advisors

Michael Baker Intl (MBI)

NEO Connect

Rural Prosperity/Breaking Point

Sanborn Map Company

Shpigler Group

SLV Enterprises

Tilson Technology Management

Issued by: Mark Koskiniemi, Procurement Officer

Telephone Number: 520-724-3760

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

Rev. 4/27/21

Pima County Procurement Department

Administering Department: Office of Digital Inclusion

Project: Broadband Gap and Feasibility Study

Contractor: KIMLEY-HORN AND ASSOCIATES INC

3300 E Sunrise Dr Ste 130

Tucson, AZ 85718

Amount:

\$446,000.00

Contract No:

SC2500000178

Funding:

20377FD ODI - Grants

PROFESSIONAL SERVICES AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and KIMLEY-HORN AND ASSOCIATES INC ("Contractor"). County and Contractor shall collectively be referred to as the "Parties".

1.2. Purpose.

The Pima County Office of Digital Inclusion requires consultant services to perform a broadband gap and feasibility study for Southern Arizona inclusive of Pima and Santa Cruz counties. 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.

1.3. <u>Authority</u>.

County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.

1.4. Solicitation and Other Documents.

County previously issued Solicitation No. RFP-2500004354 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documents submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.

1.5. Contract.

Contractor's presentation of their proposal in response to the Solicitation scored the highest.

2. Term.

2.1. Initial Term.

The term of this Contract commences on August 1, 2025 and will terminate on February 28, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

Any Extension Options will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services.

Contractor will provide County with the services described in **Exhibit A – Scope of Work** (3 pages), at the dates and times described on **Exhibit B – Schedule** (1 page). The Contractor must comply with all requirements and specifications of the Solicitation.

3.1. Opinions Of Probable Cost

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

4. Key Personnel.

Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff.

Name:	David Haines	Title:	Project Manager
Name:	Lina Bearat	Title:	Deputy Project Manager
Name:	Tom McCullough	Title:	QC/QA Principal-in-Charge
Name:	Joe Cuffari	Title:	Community Engagement
Name:	Jeff Christensen (EntryPoint)	Title:	Broadband GAP Analysis
Name:	Matthew Vaughn (Quanta)	Title:	Broadband GAP Analysis/Market Surveys
Name:	Tim Rhine	Title:	Senior Advisor Production Manager

5. Compensation and Payment.

5.1. Payment Amounts and Rates; Adjustment.

County will pay Contractor at the payment amounts or rates set forth in **Exhibit C** – **Cost Proposal** (1 page). Those payment amounts or rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those payment amounts or rates, and the reasons for the adjustments.

5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$446,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes.

The payment amounts or rates in **Exhibit C** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices.

Contractor may invoice County on a not more often than monthly basis based on percentage of completion of each task, according to the agreed upon project budget per task as shown in **Exhibit C**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to

pay for any product or service for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal.

AP_Invoices@pima.gov

Subject Line: PO# for SC2500000178

5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance.

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. <u>Professional Liability (E&O Insurance)</u>.

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000

Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements — Claims-Made Coverage" section.

6.2. Additional Insurance Requirements.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage.

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be

mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. <u>Verification of Coverage</u>.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

- 6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
- 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.5. Approval and Modifications.

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property to the extent caused by any negligent act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

8.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

8.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8.4. Fraud and Collusion.

Each Contractor, by submission of a proposal, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.

13. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Procurement Director
Pima County Procurement Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520,724,8161

Contractor
Adam Perillo, PLA, Principal/Senior Vice President
Kimley-Horn and Associates Inc
1661 East Camelback Road, Suite 400
Phoenix, AZ 85016
602.906.1155 adam.perillo@kimley-horn.com

19. Non-Exclusive Contract.

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. Use of County Data.

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

24.1. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

25.2. Books & Records.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

25.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. Grant Compliance,

Contractor will comply with all requirements attached in **Exhibit D – Grant Conditions** (42 pages) to the extent it applies to the Contractor's scope of services specifically set forth in **Exhibit A**.

27. Written Orders.

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Reserved.

29. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

30. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

31. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

33. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

34. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

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

IN WITNESS WHEREOF, the parties have approved this Professional Services Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Date

KIMLEY-HORN AND ASSOCIATES INC

Taylor Ehrick, Associate Cate: 2025.06.04

Authorized Officer Signature

Pima County	
Chair, Board of Supervisors	
Date	
ATTEST	
Clerk of the Board	
Date	
Pima County Attorney's Office – As To For	m
Janis Gallego, Deputy County Attorney	
6/4/2025 Date	
Approved as to Content	
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Department Head	
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EXHIBIT A - Scope of Work (3 pages)

Objectives and Deliverables

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. Rural Development staff will provide monitoring, guidance, and training to the consultants and county project staff throughout the period of performance.

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: 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. Interactive mapping takes a "roads to rooftops" approach to identifying broadband serviceable locations with the intention of improving current FCC maps of the area. 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 servicing 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 growth 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.

Assumptions:

- 1. The scope includes up to 4 community events, up to 15 interviews (10 virtual and 5 in person), and up to 2 Townhall events
- 2. Kimley-Horn will meet with each of the ISPs in the Pima and Santa Cruz County limits up to 1 time
- 3. Client will provide up to 3 rounds of review comments for the project surveys/outreach deliverables.
- 4. The scope assumes 1 draft memorandum for each task, each with up to one set of review comments from the Counties. Kimley-Horn will address review comments from each task memorandum and compile the task memorandums into a draft final report. Draft final report will have up to 1 set of review comments from the Counties. Kimley-Horn will address the review comments from the draft report and submit a complete final report.
- 5. Project will include up to 3 design alternatives. Design alternatives will be produced to a 15% level. The scope includes up to 2 sets of review comments from the Counties for the alternatives.
- 6. Client will provide Kimley-Horn with known environmentally sensitive and/or avoidance areas
- 7. Design will be based on Market Analysis and Gap Analysis only.
- 8. No aerial pole make-ready analysis will be included.
- Right-of-way will be based on County Assessors data.
- 10. The scope includes up to 2 rounds of review comments on the final presentation to the Board of Supervisors.

Major Tasks and Timing

The proposed 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 example timing assumes an 18-month period of performance for the work plan. Tasks identified (Table 1) are assigned to the consultant group. Consultant should expect to coordinate with County and Rural Development staff throughout the project.

The consultant should propose a timeline and proposed costs consistent with their expert knowledge and experience for this type of project, making sure to adjust the work activities as appropriate.

Category of Task	Tesk Descriptjon	Work Plan Goal/Objective	Assignment	Time Regulfed to Complete
Engagement	Create data gathering tools for use in community engagement	Community Engagement	Consultant(s) Staff	60 days
Engagement	Gather community input through public surveys	Community Engagement	Consultant(s) Staff	90 days
Engagement	Gather community input through interviews, focus groups, or townhalls	Community Engagement	Consultant(s) Staff	180 days
Development	Identify priorities, needs for study	Broadband Feasibility Study	Consultant(s) Staff	30 days
Development	Create.a timebound workplan using identified objectives	Broadband Feasibility Study	Consultant(s) Staff	30 days
Development	Complete market surveys	Market Surveys	Consultant(s) Staff	90 days
Development	Complete asset mapping	Asset Mapping	Consultant(s) Staff	30 days
Development	Complete data analysis	Broadband Gap Analysis	Consultant(s) Staff	120 days
Development	Create conceptual design with costs	Design and Costs	Consultant(s) Staff	120 days
Development	Create financial projections	Financial Projections	Consultant(s) Staff	30 days
Reporting	Creation of final report and presentation to county administration	Broadband Feasibility Study	Consultant(s) Staff	30 days

(Table 1)

The consultant shall provide all deliverables outlined within this document to the County for approval. The County shall inspect and approve all work performed, in writing, and provide to the consultant prior to final payment.

| Adjusted Schedule

This schedule is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

٠			2025 2026 2						2027										
Hours Per Task	Task	Aug	Sep	0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	E S	Aug	Sep	0ct	Nov	Dec	Jan
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170	Creation of final report and presentation to County administration (60 days*)																		
1,990	Total Hours				,														

Cost Propossi

Broadband Gap and Feasibility Study Major Tasks	Anticipated Completion Date (assuming an August 1, 2025 contract start date)	Unit of Measure	Unit Cost	Quantity	Total Cost
Needs Assessment, Prioritization, and Creation of a Timebound Workplan	9/30/2025	Lump Sum	\$43,000.00	1	\$43,000.00
Market Surveys	2/28/2026	Lump Sum	\$33,000.00		\$33,000.00
Asset Mapping	3/31/2026	Lump Sum	\$47,000.00	1	\$47,000.00
Broadband Gap Analysis	7/31/2026	Lump Sum	\$82,000.00		\$82,000.00
Community Engagement	4/30/2026	Lump Sum	\$60,000,00	1	\$60,000.00
Conceptual Design and Recommendations with Costs	11/30/2026	Lump Sum	\$110,000.00	1	\$110,000.00
Financial Projections	12/31/2026	Lump Sum	\$33,000.00		\$33,000.00
Final Report and Presentation	1/31/2027	Lump Sum	\$38,000.00	1	\$38,000.00
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Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the Instructions to Offerors and the Professional Services Contract.

County will make no payments for items not in the contract and Contractor will not invoice them.

Contractor may invoice County on a not more often than monthly basis based on percentage of completion of each task, according to the budget per task as shown above. Invoices shall include itemized statements describing the services provided and associated tasks for the statement period. Contractor's invoices will include all cost information as well as the number of hours worked by task to determine the total amount being charged by task. Contractor invoices must include the following: i. Contractor name ii. Invoice date iii. Invoice number iv. Period of performance for work completed during the billing cycle v. Reference to contract number vi. Name, title, phone number and complete mailing address of responsible party to whom payment is to be sent.

Exhibit D - Grant Conditions (42 pages)

Southern Arizona Regional Broadband Feasibility Study: Pima and Santa Cruz Counties

Contact Information:

Pima County Office of Digital Inclusion

201 N. Stone Ave., 5th Floor Tucson, AZ 85701 Michelle Simon, Director 520-724-7694 Michelle.Simon@pima.gov

Funding Category:

Technical Assistance Recipients

Project Purpose

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.

Project Overview

In 2023, Pima County collaborated with regional partners to create evidence-based governmental policies to reduce generational poverty and increase individual and community wealth. This work was informed by local practitioners, academics, business representatives, and those with lived experience. The resulting policies focus on areas of housing, health, education, transportation, workforce development, job quality, small business, financial capability, neighborhood reinvestment, and digital connectivity. This application will provide Pima and Santa Cruz counties with detailed information needed to implement Policy #9 — Expand broadband services and address barriers so all Pima County residents have access, equipment, and skills for digital inclusion and to expand opportunities for economic growth for rural communities.¹

The widespread lack of broadband in rural communities is well-documented, highlighting a rural-urban digital divide.² This holds true for the Southern Arizona region. Rural areas in Pima and Santa Cruz counties have high numbers of households identified as unserved or underserved by fixed broadband.³

¹ E36-2.pdf (civicplus.com), Reducing Generational Poverty and Improving Individual and Community Wealth

² Farm Fresh Broadband: The Politics of Rural Connectivity; 2021; C. Ali, MIT Press.

³ Arizona Broadband Map | AZ-1

These areas often rely upon unreliable and expensive connections through DSL and unlicensed fixed wireless technologies. The high poverty rates in these areas can be directly correlated to the lack of affordable, high-speed internet.⁴ Providing access to high-speed internet will increase economic opportunity for the distressed and socially vulnerable communities in the region.

There are significant barriers to the deployment of broadband in the rural areas of Southern Arizona. Obstacles include limited existing infrastructure, geographic issues, and a low return on investment for internet service providers. The low density of houses and businesses in rural areas means increased broadband deployment costs and lower profits for the provider. Some rural areas of Pima County are more than 2 hours away from the urban core. Five mountain ranges, protected national parks, and tribal lands make the deployment of broadband infrastructure to rural Pima County communities difficult at best. Santa Cruz County, as the state's southernmost county, depends heavily upon state and federal government priorities for the build out of infrastructure. As a mostly rural, persistent poverty county, Santa Cruz County struggles to incentivize internet service providers to build in their area.

Currently, county administrators do not understand the broadband assets in the region. Most information is gathered as internet service providers apply for right of way permits to build out to an area. The data is compiled using ArcGIS mapping, but the picture is disjointed at best. With the implementation of the federal Internet for All initiative, broadband data is now more prolific but harder to access due to the sheer number of agencies, platforms, and licensing requirements to navigate. The Southern Arizona Regional Broadband Feasibility Study will pull together pertinent data from outside sources, utilize innovative mapping technologies, identify current and potential internet service providers, review and forecast future broadband project costs, and proactively engage community members so as to provide county administration with a useful tool in making strategic decisions for the expansion of broadband in the region.

Community Description

Pima County is the lead applicant and presents this application on behalf of itself and its neighbor, Santa Cruz County, located in Southern Arizona. Both entities are political subdivisions of the State of Arizona. Pima County is the second largest county in Arizona, with a geographic area over 9,200 square miles, an area larger than seven US states combined. It includes 138 miles of international border with Mexico. Pima's terrain is diverse, including several mountain ranges, parkland and forests, and important river sources. Pima's population is 1,043,433 (2020 Census), which makes it the second most populous county in Arizona.

Metropolitan Tucson is the county seat, and an academic and commercial hub. The Pima/Santa Cruz region was settled in the late 1690s as a series of mission churches, which later became important military outposts. It became an important commercial hub in the 1880s with the completion of the Transcontinental Railroad. Today, it remains a corridor of bi-national export-based employment within globally nested regional trade corridors. However, decades of disinvestment and challenges facing employers, regional residents, and service providers/governments has led to high unemployment and a high prime age employment gap. Like other US-Mexico border communities, the corridor has high

⁴ Choosing the Future: Technology and Opportunity in Communities; 2021; K. Mossberger, C. Tolbert, & S. LaCombe; Oxford University Press.

⁵ <u>Bridging the Digital Divide: Navigating the Challenges of Rural Broadband Deployment - APCO International (apcointl.org)</u>; Anritsu, 5/1/2024.

poverty and an insufficient tax base to secure bond financing for needed investment in infrastructure and service delivery.

Most of Pima's population lives in the city of Tucson, which had a population of 542,629 as of the 2020 Census. Besides this dense urban area, Pima County includes smaller exurban, tribal lands and communities, and rural areas. More than 8.8% of the County's population reside in the rural areas of Pima County. County-wide, the population per square mile as of the 2020 Census was 113.6. More than 21% of Pima's population is aged 65 or older; almost 15% of the population live in poverty, which is 20% higher than the US rate. This figure distorts the reality that many of Pima's communities face severe economic challenges such as poverty, low workforce participation, and other socioeconomic barriers to education, mobility, and opportunities.

Santa Cruz County, in contrast, is the smallest county in Arizona, with a total of 1,238 square miles of diverse landscape, including mountains, valleys, foothills, rich farmland and national historic sites. It has a total population of 48,468. Located 67 miles south of Tucson, the county seat is Nogales, with a population of 19,921. The unemployment rate, as of 2023, was 8.7%, with the unemployment rate in Nogales at 12.1%. (In comparison, the Arizona rate was 4.9%; the national average was 3.7% as of December 2023). Approximately 20% of Santa Cruz's population live in poverty; almost 16% of the population is aged 65 or older. A language other than English is spoken in more than 78% of Santa Cruz households.

Santa Cruz County also shares a border with Mexico, with Nogales serving as a major land port of entry to the United States. The county has a total of eight census-designated places, and several of these communities share common census tract designations. For purposes of the community worksheet, common (CDP) tract areas have been grouped together. However, each CDP is discussed separately below.

Although this application is presented as a county-wide initiative for Pima and Santa Cruz Counties, none of the work will be performed in urban areas, areas abutting cities with populations of 50,000 or greater, or on tribal lands. The work will be performed in the rural communities (<u>interactive mapping tool</u>) included in the following section, represented on the map in Figure 1, and as identified in the Communities Worksheet (Exhibit A).

Community Demographics

Santa Cruz County:

Nogales: Covering several census tracts, Nogales is the largest community in Santa Cruz. In total, it has a population of 19,700 persons. Once a vibrant city, Nogales continues to serve as a critical gateway for trade and travel between the U.S. and Mexico, straddling the border with rich cultural and economic ties to both nations. Despite its important role in international trade, Nogales is also a community facing significant socioeconomic challenges, with high poverty rates and a population that includes many socially vulnerable individuals and families.

The high poverty rate in Nogales exacerbates the difficulties in attracting broadband providers willing to invest in the necessary infrastructure. For many residents, the cost of broadband services—where available—remains prohibitively high, further deepening the digital divide. The lack of competition

⁶ <u>2020 Census;</u> Census Results, 2020. Federal Opportunity Number RUS-BTA-2024

among providers in the area means that even those who can afford broadband services often have limited options, resulting in subpar service that fails to meet the needs of the community.

The broader business community in Nogales, which plays a vital role in supporting the local economy, is hindered by inadequate broadband infrastructure. Small businesses, many of which are minority-owned, face challenges in competing with businesses in more connected areas.

Rio Rico: Located in the central/western portion of Santa Cruz, Rio Rico is an unincorporated area that is the second largest census-designated place in Santa Cruz County. Initially four separate CDPs, the area has been consolidated into a single CDP. However, it is still comprised of several distinct census tracts. The overall population of Rio Rico is 20,549 as of the 2020 Census in an area of 62.3 square miles, for a total population density of 329.84 persons. This picturesque area offers a unique blend of rural charm and suburban development, making it an increasingly popular destination for both retirees and young families seeking a peaceful yet connected lifestyle. However, despite its appeal, Rio Rico faces significant challenges in providing adequate broadband access to its residents.

The area's rural layout, combined with a high poverty rate, presents substantial barriers to developing the necessary broadband infrastructure. The sparse population distribution and economic constraints make it difficult to attract providers willing to invest in building and maintaining the infrastructure needed for reliable and affordable broadband services: As a result, the lack of competition among providers further limits access, leaving many residents with inadequate or unaffordable options.

**Note: Pima County anticipates only work in one of the census tracts comprising Rio Rico, CT 9661.10 due to the requirements of the grant. It has a total population of 1,547 people as of the 2020 Census.

Kino Springs: Located three miles south of Beyerville and five miles east of Nogales, Kino Springs is a small census-designated area in Santa Cruz, covering .27 square miles. It lies in the western foothills of the Patagonia Mountains. As of the 2020 Census, it had a population of 166 residents. Median age here is 49.6 years old, with a relatively small population of seniors. In more than 62% of homes, a language other than English is spoken. Median household income here is \$43,846, well below the state median.

The rural location and low population density of Kino Springs make it an unattractive investment for broadband providers. The cost of building and maintaining infrastructure in such a sparsely populated area is high, and the potential return on investment is low, leading many providers to overlook this community entirely. As a result, residents of Kino Springs face significant barriers to accessing reliable and affordable broadband services.

Beyerville: Located along the Santa Cruz River, Beyerville lies four miles northeast of Nogales but southwest of Patagonia and Sonoita. It is a small area of .35 square miles, containing 72 residents as of the 2020 Census, down from 177 in the 2010 census.

Tumacacori-Carmen: Nestled in the Santa Cruz River valley, Tumacacori-Carmen is a cultural crossroads steeped in history and rich in heritage. This area is renowned for its historical significance, with landmarks that tell the story of the region's past, and it continues to embody the spirit of the community through vibrant art, festivals, and gatherings that celebrate its unique cultural legacy. Despite its cultural importance, Tumacacori-Carmen faces significant challenges in accessing modern broadband services.

Southern Arizona Regional Broadband Feasibility Study

Encompassing an area of two square miles, the census designated place has a population of 329 people as of the 2020 Census. Its population density is 164.5 people/square mile. The median age here is 62.8; more than 43% of the population is aged 65 or older. Almost 30% of its residents are veterans. English is not the language spoken at home in more than 72% of the households here. Median household income is not available for this area.

The financial viability of building and maintaining broadband infrastructure in such an area is limited, leading providers to focus on more densely populated regions where returns on investment are more predictable. Consequently, the residents of Tumacacori-Carmen experience limited access to reliable and affordable broadband, creating a digital divide that impacts various aspects of community life.

Tubac: First organized as a Spanish presidio, today, Tubac is a well-established artist community with several national historic locations that have been preserved. It is in the northwest portion of Santa Cruz County. As of the 2020 Census, Tubac had a population of 1,581, with a total area of 10.8 square miles. Its population density is 146.39 people/square mile. Median age here is 69.4, with over 60% of Tubac's population age 65 or older. Almost 15% of its residents are veterans. Median income here is \$85,893, above the state average.

Amado: is a small CDP in Santa Cruz County. As of the 2020 Census, it had 198 residents over an area of 5.3 square miles, for a population density of 37.36 persons/square mile. Per Census data, 100% of its population is aged 65 or older. Median income information is not available. Census data suggests that almost 50% of Amado's population resides in poverty.

Elgin: is another small community located in Santa Cruz, along the Babocomari River in the central portion of the county. It has a total area of 5.9 miles, including 168 residents as of the 2020 Census, for a population density of 28.64 people/square mile. Median age here, as of 2024, was 68.8 years.

Sonoita: Located in the northern portion of the county, Sonoita lies at the intersection of State Roads 82 and 83. The Santa Rita Mountains and the Canelo hills lie to the west and southwest, respectively. As of the 2020 Census, Sonoita had a population of 803 residents in an area of 10.5 square miles. It has a population density of 76.48 people/square mile. Over 52% of its residents are age 65 or older; more than 7% are veterans. The median income is \$83,295, above the state median.

The rural nature of these communities, coupled with their relatively small population, makes the high costs associated with building and maintaining infrastructure a deterrent for internet service providers. As a result, residents and businesses in Sonoita and Elgin suffer from inadequate access to reliable broadband, which is increasingly essential in today's digital age.

Patagonia: Situated at over 4,000 feet between the Santa Rita and Patagonia Mountains, the Town of Patagonia has a unique history and distinctive character. As of 2022, it had a population of 796 residents living in a community of 1.3 square miles. Its population density is 612.31 people/square mile. Patagonia has an important historical heritage, serving as one of the mission sites of Father Kino. Later, it served as an important mining and trade supply location, supporting nearby mines and ranches. Today, it is a tourist destination, retirement community, and arts community.

Pima County:

RUS-BTA-2024

Ajo: Located in far western Pima County, Ajo is an unincorporated community in the Little Ajo Mountains, encompassing 33.33 square miles. Historically, it was an important mining community for the state although most mining operations ceased in the mid-1980s. It has a population of 3,039, with a density of 91.18 people/square mile. Roughly 21% of households in Ajo speak a language other than English; 39% of its residents are aged 65 or older; 18.6% are veterans. Roughly 15% of its population is at the poverty level. It has an employment rate of 41.3% (compared to a state average over 57%. It is considered to be a distressed community and has a large percentage of racial/ethnic minorities.

North Pima County: Lying northwest of the Tucson urbanized area along the Pima/Pinal County border, North Pima County is a rural community of 374.662 square miles with 6,305 residents. Its population density is 16.83 persons/square mile. Ironwood Tree National Forest encompasses most of this census tract.

Sasabe, Arivaca and Arivaca Junction: All three communities share a single census tract, CT 43.16. The communities reside in the south-central portion of Pima County, bordering both Santa Cruz County on the east, the international border on the south, and the tribal lands of the Tohono O'odham Nation on the west. The area includes the Buenos Aires National Wildlife Refuge and portions of the Coronado National Forest. Several mountain ranges surround the area, including the Las Guijas Mountains northwest, San Luis Mountains to the southwest, and the Cobre Ridge to the southeast. In total, the area includes 998.5 square miles and 3,106 residents, with a population density of 3.11 persons/square mile.

Historically, the communities included here were important mining towns. Today, given the proximity to the Mexican border, it is an important travel corridor for asylum seekers and migrants. Arivaca, which is its own census-designated place, has a median age of 61.5 with 50% of its population over the age of 65. Its median income is \$31,636, well below the state median. Arivaca Junction is also included within this census area, and it is its own census-designated area. Its average age is slightly lower than in Arivaca, with fewer residents aged 65 or older (24.9%). Its median income of \$62,059 is healthier than other parts of the census tract, but still lags state statistics.

Three Points: This area is divided into two communities based on separate census tract designations. Immediately to the north of Three Points is census tract 44.24. It lies to the west of the Tucson urbanized area and is surrounded by Tohono O'odham Nation lands to the north, west and southeast. It has a total of 3,857 residents in an area that includes 119.363 square miles, for a population density of 32.31 persons/per square mile. Most of the population resides in the eastern portion of the census tract, with the western portion less developed given its relatively rugged mountainous terrain. The community of Three Points, census tract 43.13, lies immediately to the south. It is bounded on the east by the San Javier District of the Tohono O'odham Nation.

Three Points has a population of 4,529 individuals residing in 60.145 square miles (for a population density of 75.30 persons/square mile). Almost 25% of the Three Points population is aged 65 or older; more than 16% of its residents are veterans. The median income here is \$55,074, well below the state and national statistics. Both census tracts are considered Justice 40 disadvantaged communities

J-Six Ranchettes: Divided into two census tracts, the J-Six Ranchettes are in eastern Pima County. The ranchette is bisected by Interstate-10, which forms the southern border of census tract 40.61. The Cochise County border sets the eastern boundary for both census tract 40.61 and 41.09. Santa Cruz Federal Opportunity Number

County forms the southern border for census tract 41.09. Saguaro National Park/Rincon Mountain District encompasses most of the land mass in the northern census tract, while Las Cienegas National Conservation Area comprises a large portion of the southern section. Census tract 40.61 includes 5,242 residents over an area of 337.280 square miles, for a population density of 15.54 persons/square mile. The southern portion includes 5,908 residents over an area of 300.813, for a population density of 19.64 persons/square mile.

Why: Located near the western border of the Tohono O'odham Nation in western Pima County, Why is an unincorporated rural community of 8.96 square miles. It is due north of the Organ Pipe Cactus National Monument, 30 miles north of the Mexican border, and 10 miles south of Ajo. It has a population of 168 persons, and population density of 18.75 persons/square mile. It is included in the same census tract and zip code as Ajo and shares the distressed community designation as well as racial/ethnic minority characteristics.

BTA Program Target Tracts Distressed Communities [USDA]

BTA Program Target Communities | Pima & Santa Cruz Counties, Arizona

(Figure 1)

Project Work Plan

SVI 2 0.75 (USDA)

< 50% Served [FCC, Dec 2023]

The project work plan includes detailed information about approach, implementation, and budget alignment. The approach and implementation sections include goals, objectives, and tasks necessary for the successful completion of the final deliverable — a comprehensive broadband feasibility study. Budget alignment is demonstrated using a spreadsheet with identified expense categories and detailed narrative justification.

Southern Arizona Regional Broadband Feasibility Study

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. Rural Development staff will provide monitoring, guidance, and training to the consultants and county project staff throughout the period of performance.

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,

Federal Opportunity Number RUS-BTA-2024

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. Interactive mapping takes a "roads to rooftops" approach to identifying broadband serviceable locations with the intention of improving current FCC maps of the area. 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.

Southern Arizona Regional Broadband Feasibility Study

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.

Work Plan Implementation

All communities are not the same. The framework for implementation of the work plan will consider the diversity of each identified community, placing inclusivity and equity at the forefront of all efforts. Pima and Santa Cruz counties will align broadband expansion efforts to the vision for each unique community, building from a place of trust and respect. This will be accomplished by working collaboratively to define the vision for broadband in the community, presenting factual data to community members, providing clear and transparent communication to measure progress and sustain momentum, and developing champions who can assist with the mobilization of local resources. These efforts will be aligned with current governmental plans to ensure the inclusion of broadband expansion in all goals associated with the development and implementation of infrastructure.

Responsibility and Accountability: Key Personnel

Work plan implementation will require the collaborative and coordinated efforts of assigned project staff from each county, hired consultant(s) and staff members, and subject matter experts from USDA Rural Development. These individuals will play significant roles in the development of the report and analysis, engaging community members, community anchor institutions, and industry, and developing a strategic plan for use in decision-making. The following sections will detail the areas of responsibility, a detailed matrix of work tasks and timelines, and expected deliverables.

Key Personnel: County Staff

County staff will be responsible for identifying local resources, creating the scope of work for procurement processes, evaluating proposals, defining current priorities, and engaging local leaders to facilitate conversations with community members and industry stakeholders. County staff will identify community locations for holding one-on-one interviews, focus groups, and/or town hall events.

Federal Opportunity Number RUS-BTA-2024

Southern Arizona Regional Broadband Feasibility Study

Key Personnel: Consultant(s) and Staff

Consultant(s) and staff will be responsible for data research and analysis, report creation, and providing recommendations/considerations for broadband development and expansion into the identified communities. They will design data collection and evaluation tools for gathering and analyzing input from community members and local stakeholders.

Key Personnel: USDA Rural Development Staff

Rural Development staff will provide professional consultation, monitoring, and training to county staff and community members about the community development process, building on a foundation of strategic planning. The consultation, monitoring, and training will help staff from both counties and local leaders to increase the capacity of the identified communities, improving opportunity and creating sustained economic health through the expansion and adoption of affordable, high-speed broadband.

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	Assignment	Time Required to Complete
Consultation	Best practices for implementing a feasibility study	Technical Assistance	RD Staff	2 days
Procurement	Develop scope of work for RFP	Broadband Feasibility Study	County Staff	60 days
Procurement	Initiate request for proposals process	Broadband Feasibility Study	County Staff	60 days
Procurement	Evaluate proposals and make award	Broadband Feasibility Study	County Staff	30 days
Procurement	Complete contract negotiations and issue notice to proceed	Broadband Feasibility Study	County Staff	60 days
Training	Training on the steps for community capacity development	Technical Assistance	RD Staff	2 days
Training	Best practices for data gathering in rural communities	Technical Assistance	RD Staff	2 days
Training	Training to implement community development process in identified communities	Technical Assistance	RD Staff	3 days
Training	Visioning and goal creation exercise for community members	Technical Assistance	RD Staff	5 days
Training	Capacity building within communities	Technical Assistance	RD Staff	5 days
Engagement	Create data gathering tools for use in community engagement	Community Engagement	County Staff, Consultant(s) Staff, RD Staff	60 days

Category of		Workellan Goal/Objective.		Time Regulice/fy
Task	Task/Description Creation of materials and graphics to		Assignment	Complete
Engagement	distribute to communities (English/Spanish)	Community Engagement	County Staff, RD Staff	90 days
Engagement	Marketing efforts for community input via social media, radio, TV, and newspaper	Community Engagement	County Staff, RD Staff	30 days
Engagement	Gather community input through public surveys	Community Engagement	Consultant(s) Staff	90 days
Engagement	Gather community input through interviews, focus groups, or townhalls	Community Engagement	County Staff, Consultant(s) Staff, RD Staff	180 days
Development	Identify priorities, needs for study	Broadband Feasibility Study	Consultant(s) Staff	30 days
Development	Create a timebound workplan using identified objectives	Broadband Feasibility Study	County Staff, Consultant(s) Staff	30 days
Development	Complete market surveys	Market Surveys	Consultant(s) Staff	90 days
Development	Complete asset mapping	Asset Mapping	Consultant(s) Staff	30 days
Development	Complete data analysis	Broadband Gap Analysis	Consultant(s) Staff	120 days
Development	Create conceptual design with costs	Design and Costs	Consultant(s) Staff	120 days
Development	Create financial projections	Financial Projections	Consultant(s) Staff	30 days
Planning	Identify existing and potential partnerships	Strategic Planning	County Staff, RD Staff	30 days
Planning	Host sessions for strategic planning	Strategic Planning	County Staff, RD Staff	60 days
Reporting	Creation of final report and presentation to county administration	Broadband Feasibility Study	County Staff, Consultant(s) Staff	30 days
Monitoring (Table 1)	Host monthly meetings to review project status	Technical Assistance	RD Staff	24 days

(Table 1)

Substantial Involvement of Rural Development Staff

As evidenced by the key personnel overview and the major tasks table, Rural Development staff will have substantial involvement in this project by providing professional consultation, training, engagement, and monitoring expertise. Consultation includes conveying details about best practices for implementing a successful feasibility study. Training includes teaching county staff and community members about capacity development within communities, building on a foundation of strategic planning. Engagement

includes the development of marketing materials, assisting with one-on-one interviews, and facilitating discussions at focus groups or town halls. Monitoring includes hosting monthly meetings with county staff and consultant(s) staff to review project status and timeframes as compared to the work plan.

Alignment of Budget to Work Plan

The budget for this application is divided into broad categories aligned with the major project objectives and tasks (Exhibit B). The intent is to hire a subject matter expert consultant to complete the Broadband Feasibility Study for the Southern Arizona region inclusive of Pima and Santa Cruz counties. The request is informed by discussions with experts who undertake feasibility studies and have given guidance into the cost estimates and major steps required to inform a feasibility study inclusive of recommendations and suggestions needed to mitigate potential implementation challenges. The major project areas requiring funding include market analysis, asset mapping, community engagement, broadband gap analysis, engineering design and cost, financial projections, and the final report and presentation. The requested funding for each major project area is inclusive of labor and tools required to complete the tasks.

The feasibility study is the major deliverable expected from the identified activities. It is further anticipated that a consultant will be engaged to undertake the major action items listed in the work plan. The work plan and the objectives will be the basis for, and inform the granularity of, the scope of work for the consultant which will be developed in compliance with county and federal procurement requirements. Further detail is set forth above in the description of the work plan implementation.

Organizational Capacity

Lead Organization

Pima County's Office of Digital Inclusion will lead implementation of this broadband initiative. Although this Office is relatively new, the vision and effort to expand and improve digital access throughout the community has been a longstanding commitment of Pima County, led by a task force headed by the County's Deputy Director of Digital Inclusion (formerly the Deputy Director of Support Services within Pima County's Public Library) and the County's Information Technology Department.

The Office was formalized as a County department in August 2023, with all responsibility for digital connectivity work. Today, the Office of Digital Inclusion is tasked with the mission to increase digital opportunities for individuals and entities across our community by coordinating collaborative work to build digital infrastructure, improve digital literacy, facilitate digital access to tools and resources, and bolster workforce and economic development. Building on the work of the predecessor task force *Connect Pima*, the Office's vision is that all community members will have equitable access to affordable and reliable high-speed broadband internet to successfully participate in our democratic society. Its mission is to guide the development of broadband infrastructure, implementation of digital literacy initiatives, and to increase access to devices and tools for connectivity throughout Pima County and the region.

Michelle Simon leads the Office of Digital Inclusion. In her previous role as the Library's Director of Support Services, Ms. Simon was responsible for the development, administration, and oversight of a \$57 million budget for the Pima County Public Library. Her responsibilities included assessment,

Federal Opportunity Number RUS-BTA-2024

development and implementation of plans to meet community needs for library services through public interaction, engaging citizen advisory groups, facilitating community forums, and gathering input from community leaders. She also coordinated with other Pima County departments and community stakeholders to facilitate and implement digital access, inclusion and equity initiatives, and helped to align strategic priorities for the Library to the Pima County Economic Development Plan for workforce development. She also collaborated with Arizona @Work and community partners to provide expanded workforce and economic development services.

The Office of Digital Inclusion has experience implementing large broadband-based federal grants. Most important, Pima County was a recipient of an *Enabling Middle Mile Broadband Infrastructure Grant*, awarded to the County by the National Telecommunications and Information Administration. With a grant award of \$30.28 million, Pima County will install a 134-mile fiber optic ring around the county's urban core that will serve as the middle mile broadband backbone, to encourage and incentivize broadband providers to build out affordable, reliable last mile internet service.

Additionally, the Office has extensive experience working with internet service providers and other community stakeholders to deploy connectivity solutions to enable Pima residents to bridge the digital divide for residents that might be disconnected to digital services and capacities. Most recently, the Office is developing significant partnerships with a diverse group of local, regional, and state stakeholders to ensure that broadband is deployed equitably throughout our community and that our residents can equitably participate in and access digital services.

Pima County Departments

The Office of Digital Inclusion has several Pima County government partners critical to its success in managing large federal financial assistance programs and in the success of meeting its vision and mission while providing consultant oversight relative to the anticipated project categories. These partners include:

Pima County Information Technology Department (ITD), led by Javier Baca. ITD's role within Pima County is to design, implement, manage and support Information, Network Communication and Application Systems. Modern solutions and users at all levels, both inside and outside the organization, demand information to be open, organized, meaningful, and reusable. ITD is responsible for leading Pima County to the best possible solutions for datadriven decisions, public transparency, and creating the platforms on which future services and solutions can be built.

ITD will be a key advisor in understand and evaluating the mapping, data collection and analysis, and gap analysis undertaken as part of the feasibility study. They will assess next steps in broadband deployment within the rural regional community and will be key to assuring the consultants and contractors engaged to provide the evaluation services envisioned by this technical assistance application are accountable and responsible.

Javier Baca was appointed Director of ITD and Chief Information Officer for Pima County in October 2022. Mr. Baca brings more than 24 years of IT leadership and management experience for public education and county government to this position. ITD staff from disciplines such as data analytics, network administration, and GIS mapping will be dedicated to this initiative as necessary.

 Pima County Grants Management & Innovation (GMI), led by RK Kelly, will include a project team led by a grant manager and finance principal. GMI is responsible for developing grant applications, providing project oversight and review, and processing all grant financial transactions, entries, cash flow reporting, expense monitoring, reimbursement requests, fiscal records, and audits.

GMI coordinates the County's annual Single Audit process with the Arizona Auditor General. For Fiscal Year 2023, Pima County reported more than \$159 million in federal grant expenditures, with a staff of grant accountants and finance supervisors to ensure the County administers the grants in accordance with federal regulations and requirements, including those set forth in 2 CFR Part 200. The GMI team ensures the County fulfills its monitoring and oversight responsibilities for contractors, consultants and subrecipients.

GMI has developed a series of internal controls for administering grant programs and oversight of contractors and subrecipients to assure funds spent are allowable, reasonable, necessary, and allocable. Additionally, GMI ensures funds are passed through only to responsible, legitimate entities in good standing with the federal government and the State of Arizona.

RK Kelly, Director of GMI, is a consummate grant professional with extensive experience managing federal grants for the County and with other non-profit organizations in the greater Tucson area. Pima County is regularly found to be a low-risk auditee due to the leadership of RK and through the dedicated professionals supporting Pima's grant portfolio. As a key department function, GMI regularly hosts departmental meetings to manage individual grant portfolios, to assess grant performance against milestones, to understand key challenges, to provide mitigation recommendations, and to assure seamless interactions and consultations with federal grantors.

- Pima County Finance and Risk Management (FN), led by Ellen Moulton consists of 10 divisions that oversee and report on all of the County's financial transactions. Each division consists of a manager, supervisors, and staff who collectively carry out Finance's mission "to provide and communicated accurate, timely financial and risk information to the County's departments and the community at large through excellent customer service."
 - Ms. Moulton became the Director of Finance in July 2022, although she has performed various financial functions for the County since 2000. Ms. Moulton has announced her retirement effective January 2025. A national search team is in place to solicit, screen and interview candidates to succeed Ms. Moulton. A decision and announcement are expected in Fall 2024. Pima anticipates a substantial pool of qualified candidates, and the next Finance Director will seamlessly and successfully transition into this new role.
- Pima County Procurement (PCPD), led by Terri Spencer manages millions of dollars in procurements annually, overseeing compliance with Arizona state procurement statutes, 2 CFR 200.318-200.327, the County's Procurement Code, and numerous federal directives, including Fair Share Goals and Non-Debarment and Suspension verification. The Procurement Office maintains detailed written procedures including policies specifically for procurements conducted under federal grants.

PCPD is an award-winning department, receiving the National Procurement Institute's Achievement of Excellence Award 19 years in a row. Pima County understands any contractor or consultant procured for this effort will be required to comply with applicable federal procurement requirements.

Ms. Spencer accepted the role of Procurement Director in 2021 but has been affiliated with Pima County procurement since 2001. As PCPD's director, Ms. Spencer is responsible for the design, construction, and related service contracts for all county departments. She will be responsible for the oversight of any Request for Proposal process undertaken to select the contractors and/or consultants for this project.

Pima County Project Design and Construction (PDC), led by Rod Lane is responsible for
project design and delivery of major Pima County projects, including infrastructure
improvements as part of the County's Capital Improvement Program. Any broadband capacity
expansion program will need the expertise of PDC in the design and development of the
expansion plan.

Mr. Lane recently joined Pima County as Director of PDC. He brings extensive experience and a deep understanding of our region's infrastructure, with previous professional experiences including serving as the South-Central District Engineer for the Arizona Department of Transportation.

• Pima County Conservation Lands and Resources (CLR), led by Kris Gade is Pima's newest department formed to consolidate conservation and resource functions previously split between multiple departments. Importantly, it includes the resources the County needs to comply with several federal requirements pertaining to National Environmental Policy and National Historic Preservation cultural monitoring and preservation. These functions will be key to any implementation activities to deploy broadband projects recommended by the feasibility study. It is important to have this expertise engaged early in the planning and development process.

CLR was officially created at the start of the County's 2025 fiscal year (July 1, 2024). Dr. Gade was appointed as Director after a competitive recruitment process. While new to the County, Dr. Gade has extensive professional experience as an ecologist and environmental planner with experience in overseeing environmental and cultural compliance, tribal consultations, and projects of public interest requiring extensive stakeholder input and negotiation.

Other Pima County departments, Pima County has numerous other departments that include
a rich mosaic of professional expertise that will be useful to the successful completion of this
project. For example, both the Library and Pima County Health Department have dedicated
personnel with extensive community outreach and engagement expertise. Similarly, Pima
County Communications has a wealth of experience in campaign outreach and campaign
performance evaluation. These resources can be called upon to help inform, guide, and evaluate
activities and performance as necessary.

Previous Federal Grant Awards

Pima County has received numerous large federal grant awards over the years, with a documented track record of successful collaboration and oversight. With its collaborative management model, Pima County is regularly regarded to be a low-risk grantee given its dedication to grant compliance, management, and regular performance monitoring and reporting. Successful grants include:

- CARES Act Funding: In 2020, Pima County was awarded \$87 million in federal funding from the
 Coronavirus Aid, Relief, and Economic Security (CARES) Act program to stem the economic and
 health impacts of the COVID-19 pandemic. The County fully expended its grant funds on time
 and in compliance with CARES Act requirements. The Auditor General, in its review of the
 program had no findings, which means there were no errors or non-compliance issues found in
 the County's use of these funds.
- American Rescue Plan Act (ARPA) Funding: Following CARES Act funding, Pima County
 received more than \$200 million in federal funding under ARPA's Coronavirus State and Local
 Fiscal Recovery Fund, to help counter the negative impacts of the pandemic. The County
 successfully met the stringent reporting requirements of this grant and is on track to spend all of
 the funds on allowable program activities by the December 2024 performance period end. The
 County's spending for this program can be tracked through the US Department of Treasury.
- Humanitarian Aid to Support Asylum Seekers: Since 2019, Pima County has received approximately \$98 million from the Federal Emergency Management Agency, helping to support 400,000 asylum seekers coming into the County. The program has been a robust program in which the County works with partners across southern Arizona to provide food, transportation help, and short-term shelter. The County has acted as the federal fiscal agent for this program. Now called the Emergency Food and Shelter National Board program, this program was audited as part of the County's FY2023 Single Audit, conducted by the Arizona Auditor General. There were no findings against the program in 2023.

Rurality

Pima County is proposing to provide technical assistance in 18 communities in Pima and Santa Cruz counties. All these locations are outside rural areas and are not contiguous and adjacent to towns with populations greater than 50,000 persons. Most of these communities are exceptionally rural. The average rurality score is just under 20 points. More specific detail about these communities is set forth below and in the Pima County Broadband Technical Assistance Communities Worksheet included with this application. A map indicating the proposed locations is also attached to the application.

	with the Pima and Sa	inta Cruz Countles Rur	ality Evaluation	
Census Tract Number	Census Tract Population	Rural Designation	Contiguous with Nonrural Areas?	Rurality Score
9660	2965	Exceptionally Rural	No ·	.20
9661.01	3068	Exceptionally Rural	No	20
9661.03	1209	Exceptionally Rural	No	20

Census Tract Number	Census Tract Population	Rural Designation	Contiguous with	Rurality Score	
9661.06	2091	Exceptionally Rural	No	20	
9661.09	3261	Exceptionally Rural	No	20	
9661.10	1547	Exceptionally Rural	No	20	
9662	4751	Exceptionally Rural	No	20	
9663.01	4243	Exceptionally Rural	No	20	
9663.02	3379	Exceptionally Rural	No	20	
9664.01	3230	Exceptionally Rural	No	20	
9664.02	4018	Exceptionally Rural	No	20	
52	3207	Exceptionally Rural	No	20	
44.25	6305	Rural	No	15	
43.16	3106	Exceptionally Rural	No · ·	20	
44.24	3857	Exceptionally Rural	No	20	
43.13	4529	Exceptionally Rural	No	20	
41.09	5908	Rural	No	15	
40.61	5242	Rural	No	15	
Total Rurality Points				345	
Average Rurality Score				19.17	

(Table 2)

Economic Need

Pima County calculated Small Area Income and Poverty Estimates (SAIPE) data for each of the 18 communities from the Southern Arizona Region it proposes to include for technical assistance. The SAIPE data included evaluated the percentage of poverty for all age groups. SAIPE data was not available for eight of these communities. As directed by the Application Guidance, these communities were assigned SAIPE score of 30%; each of these communities received the maximum 20 points. One community had poverty between 20% and 30% and received 15 points. Five communities had SAIPE poverty levels between 10% and 20%, with each receiving 10 Economic Need points. Three communities had SAIPE data indicating poverty levels below 10%; none of these communities received Economic Need points.

The aggregate economic need points for the 18 jurisdictions are 245; the cumulative estimated Economic Need Score for the Southern Arizona Region is 13.61. The individual communities, economic need points and Estimated Economic Need Score is detailed in the Economic Need Worksheet included with this application.

Creating More and Better Markets

The 18 census tract areas in which Pima County proposes to receive technical assistance are included within nine different areas, three of which do not have corresponding zip codes. Utilizing the Rural Utilities Services FY 2024 Distressed Communities Map, six of these communities rank within the most distressed tier of Distressed Communities. The zip codes, corresponding census tracts, and Distressed Community Score are presented in the table below. Additional information is set forth in the Pima County Broadband Communities Worksheet attached to this application.

n en	ima(Ge))jiiiy/E/(vadi	yand Distressed Community Anal	ysis
(County	Zip Code	Corresponding Census Tract	Distressed Community Score
Santa Cruz	85640	9661.01	86.80
Santa Cruz	85621	9661.03-9664.02	96.311
Pima County	85321	52	96.014
Pima County	85634	44.25	97.866
Pima County	85636	43.13	88.433
Pima County	85602	40.61	88.520

(Table 3)

Projects Advancing Racial Justice, Place-Based Equity, and Opportunity

Pima County has evaluated each of the communities in which it proposes to receive technical assistance for the Southern Arizona region to determine social vulnerability, assistance to tribal communities or expansion of broadband to tribal communities, or service to at least one Rural Partners Network community (RPN). Pima County is not proposing any work on tribal lands or that would benefit a RPN community. However, as shown in the table below, the project will provide benefit to more than one community with a social vulnerability index (SVI) score above .75. The SVI score was obtained using the mapping information provided by the Rural Utilities Services as part of its application guidance. Additional information is also included in the Pima County Broadband Technical Assistance Communities Worksheet, which is attached to this application.

Pima County Projects A	dvancing Racial Justice, Place	based Equity and Opportunity
Project Location: Rural Census Tract	Race and Ethnicity	Social Vulnerability Score
9661.03	94% Hispanic/Latino	1.0
9662	94% Hispanic/Latino	.98
9663.01	94% Hispanic/Latino	.91
9663.02	96% Hispanic/Latino	1.0
9664.01	96% Hispanic/Latino	.97
9664.02	96% Hispanic/Latino	.99

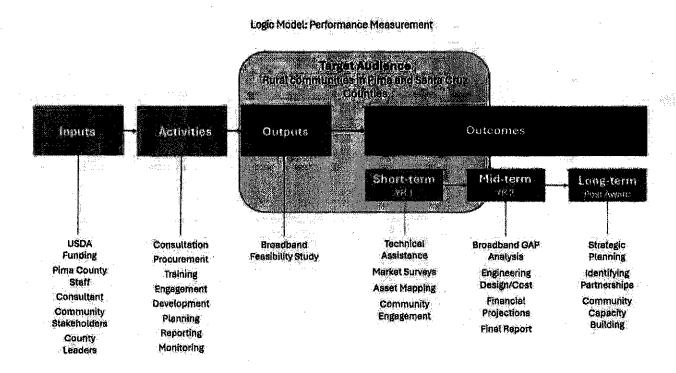
Project Location: Rural Census Tract	Race and Ethnicity	Social Vulnerability Score
52	36% Hispanic or Latino; 52% White alone	.96
43.16	55% White alone; 39% Hispanic or Latino	.85
44.24	46% White alone; 44% Hispanic or Latino	.79

(Table 4)

Performance Measures

Performance measures are aligned with the objectives and work tasks of the project. Inputs identify the resources to be used for the project, activities identify the work task categories from Table 1, and outputs identify the final deliverable for the project. Outcomes set milestones for the project, identifying the objectives to be completed within the identified timeframe.

This project has a finite deliverable – a Broadband Feasibility Study final report. Benchmarks or milestones are set for each year indicating the completion of each objective. Activities are correlated to the objectives found in Table 1 and identified under short-term, long-term or post-award timeframes per the logic model in Figure 2. Technical assistance activities to be provided by Rural Development staff are specific and timebound, measured by completion of training, creation of materials, and the number of community engagement activities.



(Figure 2)

					· 2266		FY 2024 B	TA Program Communities Worksheet									
								na Regional Broadband Feasiblity Study: Pima and S		1	1						
Community to be served (Census Tract Number)	State	Projects serving Distressed Communities	Zip Code(s) of the Distressed Communities (if Yes in the previous column)	Projects serving Socially Vulnerable Communities, Tribal Lands, or RPN Community Networks	Census Population (from 2020 Census data)	contiguous and adjacent to a city or town with a population greater than 50,000 (a nonrural area)?	Adjacent City or Town (if Yes in previous column)	Additional Descriptive Community Information (Optional)	Pending Application's/ Pending Service	Poverty Rates	Race and Ethnicity	FCC Underserved Percentage	Distressed Score	SVI Number		Criteria I	Met
2000-2003-2003		1 ((-) (-) (-)		CONTRACTOR OF THE PROPERTY OF			Automotive and a second	Sama Cruz County		(CO) WEGGE	74% White			CHASTIA			
9660	AZ	Na	NA	N/A	2965	i No	No	Elgin CDP,Sonoita CDP, Patagonia Town,	NA.	8.60%	Alone / 21% Hispanic or Latino	49% Served/ 3% underserved/ 48% Unserved.	NA.	NA.	FCC BDC	NA	NA NA
3600		110							BB Farmbill near the north		62% White Alone/ 34% Hispanic or	are underserved/					Distressed
9661.01	AZ	Yes	85640	N/A	3068	No _	No	Tumacori-Carmen CDP, Tubac CDP, Amado CDP	of Rio Rico	5.10%	Latino 94%		86.8	NA.	FCC BDC	NA.	Community
9661.03	AZ	Yes	85621	Socially Vulnerable Community	1209) No	No	Above Nogales City	NA	30%	Hispanic/Latin e	Underserved/ 3% Unserved	96,31	1,00	NA	SVI	Distressed Community
9661.06	AZ	Yes	85621	. N/A	2091	No	No	Far West of Santa Cruz County	NA.	30%	86% Hispanic/Latin o	Underserved/ 43% Unserved	96.31	NA	FCC BDC	NA	Distressed Community
9661,09	AZ	Yes	85621	N/A	3261	No	No	Kino Springs CDP, Beyerville CDP (Top 75%)	NA.	30%	71% Hispanic or Latino/ 27% White Alone	Underserved/ 59% Unserved	96.31	NA.	FCC BDC	NA.	Distressed Community
9661.10	AZ	Yes	85621	N/A	1547	No No	No	Lower Right of Rio Rico and East of Rio Rico limits	BB Fermbill in Rio Rico section	30%	92% Hispanic or Latino	51% Served/ 7% Underserved/ 42% Unserved	96.31	NA.	FCC BDC	NA_	Distressed Community
9662	ΑZ	Yes	85621	Socially Vulnerable Community	4751	No	No	Nogales City	NA.	15.20%	94% Hispanic/Latin c	Unserved	96.31	0.98	NA	svi	Distressed Community
9663,01	AZ	Yes	85621	Socially Vulnerable Community	4243	No No	No	East of Nogales city	NA.	30%	94% Hispanic/Latin o		96.31	0.91	· NA	SVI	Distressed Community
9663.02	AZ	Yes	85621	Socially Vulnerable Community	3379) No	No -	Bottom mid Nogales City	NA.	30%	96% Hispanic/Latin e	100% Şerved	96.31	1.00	NA.	SVI	Distressed Community
9664.01	AZ	Yes	85621	Socially Vulnerable Community	3230) No	No	South West Nogales City	NA.	30%	96% Hispanic/Latin e	99% Served/ 1% Unserved	96.31:	0.97	NA.	SVI	Distressed Community
9664.02	AZ	Yes					No	South Nogales City	NA	30%	96% Hispanic/Latin c	100% Served	96.31	0.99	NA.	SVI	Distressed Community
A place was the first a stigg	7.4.390.70			A CONTRACTOR OF THE PARTY OF TH		T	Abgairentan	Pina County	Portion of census tract		36% Hispanic						
52	AZ	Yes	85321	Socially Vulnerable Community	3207	No No	No	Ajo CDP, Why CDP	does capter: Protected Beautionic Borower	28%	or Latino/ 52% White Alone 74% White	99% Served	96.01	0.96	NA	svi	Distressed Community
44.25	AZ.	Yes	85634	N/A	6305	S No	No	North Pima County	· NA	48%	Alone / 19% Hispanic or Latino	27% Served/ 2% Underserved/ 71% Unserved	97.87	MA	FCC BDC	NA	Distressed Community
43.16	AZ	Yes		Socially Vulnerable	3106		. No	Sasabe, Arivaca CDP, Arivaca Junction CDP	Prending Application: ColCon. (L.C. near Arrivaca Lunction	17%	55% White Alone/ 39% Hispanic or Latino	0% Served/ 25% Underserved/ 75% Unserved	88.43		FCC BDC		Distressed Community
				Socially Vulnerable			ŀ				46% White Alone/ 44% Hispanic or	77% Servedi 7% Underservedi 16%		·			
44.24	AZ.	No	NA.	Community	3857	No No	No	Above Three Points	NA.	10%	Latino 56% White Alone/ 36% Hispanic or		NA:	0.79	NA	SVI	NA Distressed
43.13	AZ	Yes	85736	N/A	4529	No No	No	Three Points CDP	NA ':	17%	Latino 70% White Alone/ 23%	Unserved 24% Served/ 21%	88.43	NA	FCC BDC	NA	
41.09	ΑZ	Na Na	, NA	N/A	5908	No	No	Southern Half of J-Six Ranchettes CDP	NA	19%.	Hispanic or Latino 74% White		68.52	NA	FCC BDC	NA	Distressed Community
40.61	AZ	Yes	85602	N/A	5242	. No	No	Northern Half of J-Six Ranchettes CDP	NA	19%	Alone/ 16%	46% Served/ 25% Underserved/ 29% Unserved	88.52	NA	FCC BDC	NA	Distressed Community

FY24 BTA Progam Economic Need Calculation Sample Worksheet

Name of Applicant: Plina County

Project Name: Southern Arizona Regional Broadband Feasibility Study: Pima and Santa Cruz Counties

Community to be served (census tract)	State	County	SAIPE Percent Poverty, All Ages	Economic Need Score
9660	Az	Santa Cruz	8.60%	0
9661.01	Az	Santa Cruz	5.10%	0
9661.03	Az	Santa Cruz	30%	20
9661.06	Az	Santa Cruz	30%	20
9661.09	Az	Santa Cruz	30%	20
9661.1	Az	Santa Cruz	30%	20
9662	Az	Santa Cruz	15.20%	10
9663.01	Az	Santa Cruz	30%	20
9663.02	Az	Santa Cruz	30%	20
9664.01	Az	Santa Cruz	30%	20
9664.02	Az	Santa Cruz	30%	20
52	Az	Pima	28%	15
44.25	Az	Pima	48%	20
43.16	Az	Pima	17%	10
44.24	Az	Pima	10%	. 0
43.13	Az	Pima	17%	10
41.09	Az	Pima	19%	10
40.61	Az	Pima	19%	10

Applicant's Estimated Economic Need Score (Sum of Economic Need Points /Number of Communities)	13.61
Scoring Table	
SAIPE County Poverty Percentage:	<u>Points</u>
Poverty % < 10%	. 0
10% ≤ Poverty % < 20%	10
. 20% ≤ Poverty % < 30%	15
30% ≤ Poverty %	20

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 amoufinnt 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 <u>Disallowed Expenditures</u>

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) <u>Representations and Warranties</u>. 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) <u>Improper Expenditures</u>. 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) <u>Failure to Keep Adequate Records</u>. 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) <u>Bankruptcy</u>. 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) <u>Dissolution or Liquidation</u>. 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

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

Awardee See Schedule 1

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

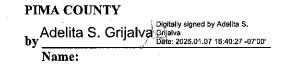
In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and 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.



Title:

(Seal) Melissa Digitally signed by Melissa Manriquez

Manriquez Date: 2025.01.08
09:23:45-07:00'

Secretary

UNITED STATES OF AMERICA

ANDREW
BERKE
BERKE
Date: 2024.12.12 10:52:02

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

- Section 11.1 Awardee's address for purposes of notification:
 115 N. Church Ave. 2nd Floor, Suite 231
 Tuscon, Arizona, 85701-1317
- 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	\$487,733.00	

SCHEDULEti3 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 competion 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 Tasks is	Cast 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

Gategory Of Task	Staskedespription	Work Plan Goal/Objective
Engagement	Creation of materials and graphics odistribute 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.