

COB - BOSAIR FORM

04/27/2026 9:14 AM (MST)

Submitted by Michelle.Simon@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

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

Award Type: Agenda Item

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 05/12/2026

Project Title / Description: Pima County Resolution Approving the Submission of a Special Use Permit for National Park Service Right of Way and Acceptance of Permit Conditions

Agenda Item Report

Introduction / Background: The route for the Pima County Regional Middle Mile project will pass through National Park Service (NPS) land on the west at Sandario Road and on the east at Old Spanish Trail. NPS requires Pima County to complete licensing and permitting for work happening in their right of way.

Discussion: National Park Service requires a resolution confirming the County's legal authority per State statute, charter or via the State Constitution to do the work in the right of way, approval of the submission of the special use permit, acceptance of permit terms and conditions, and authorization for the County Administrator or her designee to sign the required paperwork.

Conclusion: This resolution will provide the Pima County Regional Middle Mile project with the approval needed to move forward with construction of the fiber optic network per the current schedule. National Park Service will not allow the project to move forward without a signed resolution.

Recommendation: Approve the resolution stating the County's legal authority per State statute and the State of Arizona Constitution to own, operate, and maintain the Regional Middle Mile project and approve the submission of the special use permit, acceptance of permit terms and conditions, and authorization for the County Administrator or her designee to sign the required paperwork.

Fiscal Impact: Approval of the resolution allows the PCRMMP to move forward per the construction contract making full use of the \$30.3M federal funds from the National Telecommunications & Information Administration.

Support of Prosperity Initiative: 9. Expand Broadband Services and Address Barriers to Digital Inclusion

Provide information that explains how this activity supports the selected Prosperity Initiative The Pima County Regional Middle Mile Ring contributes to the first strategic goal of the Connect Pima Strategic Plan (2026-2030) to expand broadband infrastructure in Pima County.

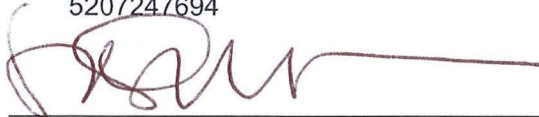
Board of Supervisor District:

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Department: Office of Digital Inclusion

Name: Michelle Simon

Telephone: 5207247694

Department Director Signature:  _____ Date: 4/27/2026

Deputy County Administrator Signature:  _____ Date: 4-27-2026

County Administrator Signature:  _____ Date: 4-27-2026.

RESOLUTION NO. 2026-_____

PIMA COUNTY RESOLUTION APPROVING THE SUBMISSION OF A SPECIAL USE PERMIT FOR NATIONAL PARK SERVICE RIGHT OF WAY AND ACCEPTANCE OF PERMIT CONDITIONS

The Board of Supervisors of Pima County, Arizona finds:

1. On August 15, 2022, the Pima County Board of Supervisors approved the submission of an application by Pima County to the National Telecommunications & Information Administration (NTIA) for the Enabling Middle Mile Broadband Infrastructure Grant (EMMBI) program to construct a middle mile fiber optic ring to expand access to high speed, reliable broadband internet for County residents and to meet the grant's cost share requirement.
2. Pima County submitted an application to NTIA on September 30, 2022, and was awarded a grant of \$30.3 million on June 15, 2023, under the EMMBI program to construct the proposed 134-mile fiber optic ring, with a performance period of July 1, 2023 to June 30, 2028.
3. The grant award (Federal Award Number 04-40-MM588) was presented to the Board of Supervisors and subsequently accepted at its July 11, 2023, meeting.
4. NTIA has specific, timebound, reporting requirements for the EMMBI Grant program, including bi-annual financial and technical performance progress reports, budget information for construction programs required forms, tangible personal property and real property status reports, license agreements, local workforce demographic reports, and reimbursements for allowable expenses.
5. The EMMBI Grant program requires Pima County to obtain a Special Use Permit for Right of Way (ROW) use from the National Park Service for the placement of fiber broadband facilities through Saguaro National Park.
6. The Chair of the Pima County Board of Supervisors is authorized to execute, as necessary, all applicable federal documents associated with the Enabling Middle Mile Broadband Infrastructure grant (Federal Grant Number 04-40-MM588), including required National Telecommunications and Information Administration (NTIA) budget forms, descriptive grant narratives, bi-annual project progress reports, environmental assessments and programmatic agreements, special use permits, license agreements, and requests for reimbursements ("the EMMBI Grant").
7. It is in the best interest of Pima County for the County Administrator or her designee to act on behalf of the Pima County Board of Supervisors on matters related to the award and administration of the EMMBI Grant and to sign and submit any such documents required by NTIA for this program, including completing any electronic approvals and submissions as may be required.

NOW, THEREFORE, BE IT RESOLVED:

- A. Pima County hereby confirms that it possesses the legal authority to own, operate, and maintain the proposed underground fiber broadband facilities associated with the requested National Park Service Special Use Permit for right-of-way use, and to enter into and perform all obligations required under the applicable National Park Service permit or authorization.
- B. Pursuant to A.R.S. §§ 11-201(A), 11-202, 11-251, and 11-952, Pima County, acting through its Board of Supervisors, has authority to make contracts, hold property necessary to the exercise of its powers, manage and dispose of county property interests, undertake right-of-way-related agreements, and enter into intergovernmental or other authorized agreements with continuing duration and enforceable terms. Pursuant to Arizona Constitution, Article XII, Section 1, Pima County, as a body politic and corporate under Arizona law, is responsible for the obligations undertaken in connection with the requested permit, and such obligations of the County as a continuing legal entity are not dependent on the tenure of any elected official. Accordingly, Pima County confirms that it has the authority and institutional continuity necessary to satisfy and carry forward all permit obligations associated with the proposed underground fiber broadband installation within National Park Service right-of-way.
- C. The submission of the National Park Service Special Use Permit for right-of-way use is approved and the permit conditions as detailed in **Exhibit A** of this resolution are approved.
- D. The County Administrator or her designee is authorized to sign and submit any such documents required by NTIA for this program, including the Special Use Permit for ROW use as required by the National Park Service.


PASSED AND ADOPTED this _____ of _____, 2026.

Chair, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board



Deputy County Attorney

EXHIBIT A

SPECIAL USE PERMIT



Saguaro National Park
3693 South Old Spanish Trail
Tucson, AZ 85730
(520) 733-5121



General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Saguaro National Park may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$ N/A per occurrence and \$ N/A aggregate; must be issued by a company licensed to do business and in good standing in Arizona; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$ N/A from a bonding company licensed to do business and in good standing in Arizona or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either

actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates Eliu Melgoza, Division Manager, t: 520-514-6709, m: 5200-269-0083, ermelgoza@teamfishel.com, as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.

13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.

15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.

16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.

17. Credit Lines may be approved through additional terms and conditions.

18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

EXHIBIT A

SPECIAL USE PERMIT



Saguaro National Park
3693 South Old Spanish Trail
Tucson, AZ 85730
(520) 733-5121



Park-specific Terms and Conditions

19. The Permittee upon terminating the event specified in the Special Use Permit will leave the area/site in the same condition prior to use.
 - a. Permittee shall provide personnel to keep the area clean of litter and proper removal of all trash during and after the activity. This includes site maintenance and removal of all equipment.
 - b. Permittee shall not make improvements to the property without prior approval by the National Park Service. Approved improvements to the property will be at no cost to the Government and will become National Park Service property upon expiration of the permit.
20. A pre-event meeting is not required between the Permit Coordinator and the Permittee.
21. Permittee will comply with all applicable laws and regulations in the park which can be found here: <https://www.nps.gov/sagu/learn/management/lawsandpolicies.htm>
22. This permit does not guarantee exclusive use of an area. The area will remain open to the public during park visiting hours. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
23. Vehicle Restrictions: All vehicles must be parked in designated areas; vehicles/motorcycles cannot block emergency access and must be legally parked at all times.
24. Signs, banners, or ribbons directing guests to the event site may not be erected. You may reproduce the map in the park brochure of the area to include in your invitation guiding guests to the site.
25. Natural features and animals must be left undisturbed.
26. Activities will be spot checked by NPS personnel for compliance with the terms and conditions of the permit and to ensure that no resource damage is occurring.
27. Foot travel will be restricted to established roadways and identified permitted trails.
28. No physical changes may be made to environment.
29. Any decorations will need prior approval and nothing shall be attached or anchored to park structures.
30. Access to visitors may not be blocked or impeded by event activities. Use may be monitored for compliance.
31. No public address system or amplified music is permitted: (Re: 36CFR 2.12). Noise levels must not exceed normal speaking volumes.
32. Open fires are allowed only in designated sites.
33. Compliance with all terms and conditions of the National Park Service Special Use Permit and any additional instructions required by the NPS is mandatory.
34. Electrical power will not be furnished nor will generators be allowed.
35. Vehicles entering the park for the event are subject to the entrance fee. Commercial vehicles are subject to the standard commercial entrance fees. Additional information on park entrance fees available by visiting: <https://www.nps.gov/sagu/planyourvisit/fees.htm>