

FORM DAP-AT  
AGREEMENT

FOR  
BROADBAND LOCAL PLANNING ASSISTANCE TO ARIZONA  
COMMUNITIES

PROVIDED BY  
DIGITAL ARIZONA PROGRAM<sup>1</sup>

OCTOBER 10, 2013

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<sup>1</sup> The DIGITAL ARIZONA PROGRAM (DAP) is funded by National Telecommunications and Information Administration (NTIA) State Broadband Development Initiative (SBDI), a federal grant to the State of Arizona. DAP is managed by Arizona Strategic Enterprise Technology (ASET) and its planning partner, the Arizona Telecommunications and Information Institute (ATI Institute).



## AGREEMENT

This Agreement is made effective as of 10/10/2013 by and between the Arizona Strategic Enterprise Technology office of the Department of Administration of the State of Arizona, (hereinafter "ASET", located at 100 N 15<sup>th</sup> Avenue, Phoenix Arizona, 85007; and Cochise County hereinafter "COCHISE COUNTY" located at 1415 Melody Lane, Building G, Bisbee, AZ 85603. Hereinafter also known as the "Parties."

### BACKGROUND:

Whereas, ASET has been awarded a federal grant from National Telecommunications and Information Administration (NTIA) State Broadband Development Initiative (SBDI) for mapping the broadband resources available in Arizona and for developing plans for increasing broadband availability and adoption in the state.

Whereas, the NTIA grant requires ASET to reach out to local regions and communities in the state and to enter into short-term contracts with regional and/or local entities in support of broadband planning and technical assistance by those regions or communities.

Whereas, ASET, and/or its designated contractor where applicable, will manage the process of identifying eligible regional and/or community entities based on criteria established by ASET to which may be awarded broadband planning and/or technical assistance funds.

WHEREAS, COCHISE COUNTY has submitted a Request for Funds to ASET (attached hereto as Exhibit 1) and ASET has accepted the request.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the PARTIES hereto acknowledge the consideration and agree as follows:

1. COCHISE COUNTY will provide deliverables on the terms described in COCHISE COUNTY's attached Request for Funds Letter.
2. COCHISE COUNTY will utilize the requested funds to create an effective broadband development plan or business case for our region/community.
3. COCHISE COUNTY understands that it must provide and document how it will provide (up to) Twenty Five Percent (25%) matching funds, including in-kind funds, based on the amount of funds provided by ASET as required by the NTIA grant. COCHISE COUNTY agrees that it will comply with all related NTIA grant requirements.
4. COCHISE COUNTY shall provide an Invoice to ASET for the amount owed to the Entity for the Billable Milestone(s) and certified as successfully achieved by COCHISE COUNTY.

5. Invoices submitted by COCHISE COUNTY and approved by ASET shall be paid by ASET within 30 days of receipt.
6. COCHISE COUNTY shall provide ASET with a FINAL DRAFT of their findings, results, report(s) and/or recommendations prior to payment of the final Billable Milestone. The FINAL DRAFT report shall be void of any copyright restrictions or other use restrictions on both COCHISE COUNTY and ASET. A copy of said report shall be provided to ASET with COCHISE COUNTY's final Invoice.
7. This represents the entire Agreement between the Parties.
8. Any modification to this Agreement must be made in writing and signed by the Parties.
9. Each of the Parties agrees to hold the other harmless from any liability or damages arising out this Agreement or the work pertaining thereto.
10. Any dispute between the Parties shall be resolved by binding mediation using a mediator acceptable to both Parties.
11. RECORDS and RECORD RETENTION – At any time during the term of this agreement, and at any time within five (5) years after the closing of the federal grant (Arizona Broadband grant), the COCHISE COUNTY's or any subcontractor's books and records shall be subject to an audit by the State or Federal Government, to the extent that the books and records relate to the performance of the contract (agreement) or subcontract (sub-agreement). All records shall be subject to inspection and audit by the State or Federal Government at reasonable times. Upon request, the COCHISE COUNTY or any subcontractor shall produce a legible copy of any or all such records.

Signed:

COCHISE COUNTY

ASET

By: \_\_\_\_\_  
Ann English

By: \_\_\_\_\_

Title: Chairman, Board of Supervisors

Title: \_\_\_\_\_

Date: 11/5/13

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

Attested by: \_\_\_\_\_

Arlethe Rios, Clerk of the Board