

FORM DAP-AT-E1
AGREEMENT TEMPLATE, EXHIBIT 1

FOR
BROADBAND TECHNICAL ASSISTANCE FUNDING TO
ARIZONA COMMUNITIES

PROVIDED BY
DIGITAL ARIZONA PROGRAM¹

OCTOBER 10, 2013

¹ 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).



EXHIBIT 1

Request for:
Technical Assistance (TA) Funds thru the Digital Arizona Program
A Federally Funded Broadband Development Grant Program
Administered by the Arizona Strategic Enterprise Technology (ASET) Office

October 10, 2013

COCHISE COUNTY
1415 Melody Lane, Building G
Bisbee, AZ 85603

Dear ASET Digital Arizona Program,

COCHISE COUNTY, the funds requesting entity ("Cochise County"), requests Technical Assistance support by the Digital Arizona Program, funded by National Telecommunications and Information Administration (NTIA) State Broadband Development Initiative (SBDI), federal grant to the State of Arizona.

Cochise County requests \$22,725 ("Assistance") to fund a local project(s) to improve broadband availability and adoption planning and capacity building for the following communities:

- Region 1 – Cochise County = Douglas
- Region 2 – Graham County = Safford/Salomon
- Region 3 – Santa Cruz = Nogales/Rio Rico
- Region 4 – Greenlee = Clifton/Morenci

Cochise County will utilize the requested funds to retain a Consultant(s) who will be selected from the ATI Institute Broadband Consultant Directory, or a qualified consultant selected by the entity, in order to create an effective broadband development plan for our region/community.

Cochise County understands that it must provide and document how it will provide (up to) Twenty Five Percent (25%) matching 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.

ASET cannot pay for any travel expenses. However travel expenses paid for by Cochise County can

be used as matching funds as can other "in-kind" costs we may incur subject to approval by ASET.

The following goals will be accomplished as a result of this Assistance:

1. Facilitation of technical assistance to areas and communities with broadband deficits, including:
 - a. Middle-mile infrastructure deficits
 - b. Last-mile broadband availability deficits
 - c. Broadband adoption deficits
2. Improve broadband capabilities, in the categories above, to enhance the prospects for an area's economic development, educational, health care, and quality of life.
3. Identification of the required resources, capital, and expenses required to deploy critical applications and missing infrastructure to support:
 - a. Economic Development/Jobs
 - b. Education and Distance Learning
 - c. Tele-health
4. Identification of a plan to accomplish the improvements listed above (may include new ways to increase adoption or improved middle mile capacity, new investment in last mile delivery, better redundancy etc.).

Cochise County requests authorization to utilize the following Consultant(s) selected from the ATI Institute Broadband Consultant Directory: (number of consultants may vary)

JIM SIMMS, One Random Act, LLC

Cochise County understands that if its request for Technical Assistance funds is accepted by ASET, it will execute a binding Agreement with ASET (Agreement attached hereto).

The official name under which the Cochise County will execute the Agreement with ASET is:

Cochise County operates under the authority of: Cochise County (COCHISE COUNTY)

1. Cochise County (COCHISE COUNTY)

Cochise County understands that the following Required Documents must be provided as exhibits incorporated into the Agreement with ASET and that ASET will provide templates for these documents:

1. A copy of the executed Consulting Contract with each selected Consultant(s) (exhibits 2 & 3 attached). The Consulting Contracts will be drafted so as not to become binding on Cochise County unless and until ASET has executed a binding Agreement with Cochise County. Exhibits 2 & 3 must be completed and attached with all information detailed.
2. The Consulting Contract(s) (exhibits 2 & 3) must include:

- a. Statement(s) of Work including deliverables to be provided by the selected Consultant(s) (attached hereto as exhibit 2 & 3)
 - b. The timeframe over which the consulting work will be accomplished
 - c. The "Not To Exceed" price quoted by the consultant(s)
 - d. The Billable Milestones to be completed by the consultant(s) and the percentage of the total Consulting Contract to be billed at each milestone. Up to fifteen percent (15%) of the total amount of the Consultant Contract(s) may be paid on signing of Cochise County Contract with ASET.
3. At each invoicing of ASET and at conclusion of the consulting work Cochise County will certify in the invoices to ASET that the consulting work and deliverables or milestones have been satisfactorily provided to Cochise County.
 4. Cochise County will require the Consultant(s) to provide a written report of their findings, results, and recommendations prior to payment of their final billing statement. Cochise County will provide a copy of this report to ASET with our final Invoice.
 5. Upon satisfactory conclusion of the consulting work Cochise County will provide an Invoice to ASET for the amount of payment that is due to the contracted Consultant(s)
 6. ASET will then pay Cochise County the amount due within 30 business days of receipt of the invoice
 7. Cochise County will then pay the Consultant's Invoice(s)

Cochise County appreciates ASET's support of our broadband development efforts and looks forward to working with ASET.

Cochise County Name Cochise County

By (Printed Name) Ann English, Chairman, Board of Supervisors

Signature _____

Date of Acceptance 11/5/13

Attested by: _____

Arlethe Rios, Clerk of the Board

ASET Acceptance of Proposal for Technical Assistance Agreement

By (Printed Name) _____

Signature _____

Date of Acceptance _____