

## Cochise County Grant Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) is made and entered into between:

COCHISE COUNTY, a political subdivision of the State of Arizona (the “**County**”); and

ALLO ARIZONA, LLC, a Nebraska limited liability company that does business as an internet and telecommunications service provider (the “**Company**”), (each a “**Party**” and, together, the “**Parties**”).

1. **Purpose.** The purpose of this MOU is to outline the County’s commitment to provide \$2,000,000 in matching funds for the Company’s upcoming grant application under the Broadband Equity, Access, and Deployment (BEAD) program, administered by the National Telecommunications and Information Administration (NTIA), to enhance broadband infrastructure in areas of the County that lack access to adequate broadband connectivity and are eligible to be served under the BEAD program. The County intends to use funds it currently has on-hand from the Local Assistance and Tribal Consistency Fund for this purpose.
2. **Background.**
  - a. The County recognizes the importance of reliable internet access for households, businesses, and community anchor institutions within the County.
  - b. In order to utilize available funding, the County issued a Request for Information for Broadband Partnerships, 24-22-ITD-01 (the “RFI”), which sought proposals from internet service providers to partner with the County to bring better broadband to the rural portions of the County which are not considered “served” under the Arizona’s Broadband Development Grant Program and the upcoming BEAD grant program.
  - c. The Company responded to the County’s Request for Information for Broadband Partnerships, 24-22-ITD-01 on April 19, 2024 with a broadband partnership proposal. On August 7, 2024, the County notified the Company that it had been selected to enter into a contract for broadband partnerships with the County pursuant to the RFI, and the County intends to use the available funds to pay a portion of the costs of delivering the project described in Company’s proposal.
  - d. The Parties have agreed that utilizing the County contribution as matching funds for a BEAD application or applications in the County will maximize the public benefit of the funding and best address the needs identified in the RFI.
3. **Roles and Responsibilities**
  - a. **County Commitments.** The County commits to provide \$2,000,000 (“Funding Contribution”) as matching funds to support the Company’s BEAD program grant application. The Funding Contribution will be utilized solely for eligible activities under the BEAD program guidelines. The County will provide letters

of support, resolutions, or any other necessary documentation required to demonstrate its financial and strategic commitment to the project.

**b. Company Commitments:**

- i. The Company agrees to submit a grant application under the BEAD program by the applicable deadline, with the goal of expanding broadband access within the identified region.
- ii. The Company will collaborate with the County to identify priority areas and develop a project plan that aligns with the County's strategic broadband objectives.
- iii. The Company shall use the Funding Contribution in compliance with BEAD program requirements and applicable laws and regulations.
- iv. The Company agrees to provide regular periodic updates to the County regarding the status of the grant application, project implementation, and expenditures related to the County's Funding Contribution.

**4. Joint Commitments:**

- a. The County and the Company will coordinate to ensure that the proposed project aligns with the BEAD program's requirements and objectives.
- b. Both Parties will collaborate to engage community stakeholders and ensure public awareness of the project's benefits.

**5. Funding and Disbursement**

- a. The County's Funding Contribution is contingent upon the Company's successful award of the BEAD program grant that utilizes the County's contribution as matching funds.
- b. The terms and schedule for disbursing the County's Funding Contribution will be detailed in a separate funding agreement, which shall be executed following the grant award notification.
- c. In the event the Company's grant application is not approved, the Parties agree to coordinate in good faith to designate a second project (a "Backup Project") intended to enhance broadband service to priority areas of the County as mutually agreed upon by the Parties.

**6. Duration and Termination**

- a. This MOU shall become effective on the date of the last Party's signature below and shall remain in effect until the earlier of:
  - i. Successful completion of the project funded under the BEAD program.
  - ii. Successful completion of the Backup Project.
  - iii. Termination by mutual written agreement of the Parties.
  - iv. The date upon which a Party breaches any material obligation under this MOU, and such breach remains uncured for a period exceeding thirty (30) days after the breaching Party receives written notice of the breach from the other Party.

**7. General Provisions**

- a. **Amendments:** This MOU may be amended only by mutual written agreement signed by both Parties.
- b. **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Arizona.

WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Grant Agreement as of the Effective Date.

**BY: COCHISE COUNTY, ARIZONA**

**BY: ALLO ARIZONA, LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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