

# YAVAPAI COUNTY BROADBAND INITIATIVE AGREEMENT BETWEEN YAVAPAI COUNTY AND CABLE ONE, INC. dba SPARKLIGHT

Contract # 2023-

This Yavapai County Broadband Initiative Agreement (hereinafter this "Agreement") with an effective date of December 20, 2023, is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter "County") and Cable One, Inc., dba Sparklight, an Arizona Corporation (hereinafter "Contractor"). County and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS**, on July 3, 2023, County issued a Request for Proposal (RFP), Solicitation No. YCBI-002, inviting qualified vendors to submit bids for the design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and download speeds of 100 megabits per second (Mbps) with proposals to be submitted no later than 1:30 P.M. on August 17, 2023; and,

**WHEREAS**, upon evaluation of the bids as submitted, along with Best and Final Offers received on September 7, 2023, County, upon a determination that Contractor's bid conforms to the requirements as set forth in the Solicitation and is the most advantageous to County concerning conformity to the specifications and other pertinent factors; and,

**WHEREAS**, County has authorized a bid award to Contractor and approved the execution of this Agreement; and,

**WHEREAS**, County and Contractor desire to enter into this Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor, intending to become legally bound, hereto agree as follows:

- 1. Term.** This Agreement's term shall be effective from December 20, 2023, through December 31, 2025, unless sooner cancelled or further extended pursuant to the provisions of this Agreement. This Agreement may be extended for one (1) additional one-year term by mutual written agreement between County and Contractor, so long as it is in compliance with the timelines prescribed by The American Rescue Plan Act of 2021 (ARPA) and its progeny. County will determine in its sole and absolute discretion whether it is in County's best interests to agree to a contract extension. This Agreement will expire unless renewed by issuance of written notice signed by both Parties.
- 2. Contract Award and Contract Documents.** This Agreement awards a contract under Solicitation No. YCBI-002. Any contracts or agreements and other non-conforming and non-compliant documents submitted with Contractor's bid that are not compliant with ARPA are not accepted and do not apply to this Agreement or the Contract Order of

Precedence. Only the following contract documents as attached hereto are incorporated into this Agreement by reference and made a part of this Agreement to the same extent as if set forth herein in full:

- a. The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, and performance and reporting requirements and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement;
- b. This Agreement, and any amendments or modifications to this Agreement;
- c. Federal Funding Information Summary, attached hereto as Exhibit E;
- d. SAM.gov website printout confirming that Contractor has not been suspended or debarred and has no active exclusions, attached hereto as Exhibit D;
- e. For non-revenue replacement expenditures, the Federal Funding Accountability and Transparency Act (FFATA) form, attached hereto as Exhibit F;
- f. Lobbying Certification (certification regarding Lobbying in accordance with the Byrd Anti-Lobbying Amendment), attached hereto as Exhibit G;
- g. Reporting requirements under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds Effective June 6, 2023, Version: 5.1, for broadband infrastructure investments, attached hereto as Exhibit H;
- h. Reporting requirements under ARPA and the U.S. Department of Treasury Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds Effective July 1, 2023, Version: 7, for Davis-Bacon Act and labor reporting for infrastructure projects, attached hereto as Exhibit I;
- i. Solicitation No. YCBI-002 and all attachments, attached hereto as Exhibit A;
- j. Contractor's Offer, including Contractor's Best and Final Offer, and all attachments, attached hereto as Exhibit B (which includes subparts B1 and B2);
- k. Pre-bid questions and responses attached as Exhibit C;

**3. Contract Order of Precedence.** In the event of conflicts or discrepancies among this Agreement and any amendments thereto, ARPA, or the Exhibits, interpretations will be based on the following priorities in the following order:

- a. The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury interim and final

rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, and performance and reporting requirements and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement;

- b. Amendments and/or modifications to this Agreement;
- c. This Agreement, including attached Exhibits G through I, thereto (See hereinabove);
- d. Exhibit A, Solicitation No. YCBI-002 and accompanying attachments;
- e. Exhibit B (which includes subparts B1 and B2), Contractor's Offer, including Contractor's Best and Final Offer and accompanying attachments;
- f. Exhibit C, Pre-bid questions and answers; and
- g. Exhibit K, Example Payment Request Form.

4. **Other Contracts.** Contractor, in executing its obligations under this Agreement may enter into other contracts or receive funding from other sources as set forth herein not otherwise conflicting with the funding requirements herein. Contractor is solely responsible for complying with all terms and conditions of any other contract, solicitation, award, grant, or loan, and shall comply with all local, state, and federal laws, rules, and regulations.

5. **Contractor's Representations, Warranties, and Obligations.**

- a. Contractor warrants that it did not participate in, develop or draft specifications, requirements, statements of work, or invitations for bids in relation to Solicitation No. YCBI-002.
- b. Contractor will assist with the determination that Contractor is a Contractor under ARPA and 2 CFR part 200.331, with the ability to act as and in accordance with the laws, rules, and regulations, and is receiving funds as a contractor in a proper manner for the work and services provided. As a Contractor under ARPA, Contractor warrants as follows:
  - i. Contractor warrants it is a non-federal entity that is eligible to receive a contract under ARPA for the purpose of carrying out part of the goals and objectives within the scope of ARPA.
  - ii. Contractor warrants that it is a contractor under 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including all subparts and appendices.

- iii. Contractor warrants it meets the requirements for pass-through entities pursuant to 2 CFR § 200.332 and acknowledges and warrants the data contained in the ARPA Federal Funding Information Summary is correct, a copy of which is attached hereto as Exhibit A.
  - iv. If Contractor is later determined to not be an authorized contractor or is later determined to be disallowed or ineligible for payment or reimbursement under ARPA, then Contractor agrees to pay to County in full those funds that are determined to be disallowed or ineligible for payment or reimbursement through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days. Failure to do so is a material breach of this Agreement, and Contractor is responsible for all collection and litigation costs of County, including attorney fees.
- c. Contractor warrants it will provide or has provided services that carry out the goals and objectives within the scope of ARPA.
  - d. Contractor warrants it is not and has not been suspended and is not and has not been subject to debarment by the Federal Government. A copy of the SAM.gov website printout confirming that Contractor has not been suspended or debarred and has no active exclusions is attached hereto as Exhibit D.
  - e. Contractor shall at all times comply with the requirements of ARPA, including regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, and performance and reporting requirements and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement.
  - f. It is further understood that Contractor, as designated as a Contractor and not designated formally as a Subrecipient under the aforementioned CFR, is not subject to the audit requirement (The Single Audit Act) under 2 CFR Part 200, subpart F.
  - g. Contractor may be required to complete the Federal Funding Accountability and Transparency Act (FFATA) form, for non-revenue replacement expenditures. A copy of said form is attached hereto as Exhibit F. Contractor warrants all information it provides on the FFATA, as may be required.
  - h. Contractor agrees to provide a Lobbying Certification (certification regarding Lobbying in accordance with the Byrd Anti-Lobbying Amendment), a copy of which is attached hereto as Exhibit G. Contractor warrants all information it provides on the Lobbying Certification.
  - i. Contractor agrees to provide all data and information for all reporting required under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds. A copy of the reporting requirements under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds Effective June 6, 2023, Version: 5.1, for broadband infrastructure investments, is attached hereto as Exhibit H.

*Yavapai County Broadband Initiative Agreement between Yavapai County and Sparklight*

Contractor acknowledges and agrees it has a continuing obligation to supply data and records to County and the U.S. Department of Treasury in accordance with all reporting requirements pursuant to ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement.

- j. Contractor agrees to allow County, or County's designee, to conduct financial monitoring and audits of Contractor, and Contractor agrees to cooperate fully with any financial monitoring or audits County or the U.S. Government conduct or require.
- k. Contractor shall provide a project schedule, including, but not limited to, project walkout, design, permitting, construction, and cutovers and splicing ("**Project Schedule**"), to County for County's approval no later than January 31, 2024. The Contractor shall also develop and provide a construction schedule with applicable milestones and maps, so that the County may timely track progress toward construction completion. This schedule shall provide the objectivity and reasonableness that can be assessed during site visits and compared to previous visits. The schedule shall also raise awareness of the construction (defined as moving earth and or laying, hanging or inserting fiber in some fashion) progress – confirming if work is on target, ahead of schedule, or slipping behind schedule.
- i. In order to ensure proper compliance as well as timely payment for actual (and compensable under ARPA) work completed, Contractor shall, as outlined in this Agreement as well as the original Solicitation No. YCBI-002, provide sufficient evidence of materials and labor detail, which could include composite pricing, with any invoice submitted for payment. Said payment/invoice request shall be made by use of the form attached as Exhibit "K" and incorporated herein, along with any accompanying documents. Additionally, once the payment request/invoice has been received by Yavapai County Finance Department, a "field/site visit" shall be scheduled with Contractor and a County representative, consistent with the provisions of the entire Agreement/Solicitation No. YCBI-002, within 3-5 business days (or as soon as practicable thereafter) to confirm the work billed has been executed. From time to time this "field/site visit" may occur more or less frequently (but no less than quarterly) at the County's sole discretion for purposes of confirming that the work billed has been executed. The Contractor shall have a Contractor representative accompany the County representative for the field/site visit to ensure that the project is completed as described in the invoice as well as determine if the project is meeting the appropriate schedule.
- m. Contractor shall furnish any and all materials, labor, construction equipment, services, and transportation required for performing all work in accordance with the Project Schedule and current industrial standards, and will completely and totally construct the same and install the materials herein in a good, workmanlike and substantial manner and to the satisfaction of County strictly pursuant to and in conformity with ARPA, Solicitation No. YCBI-002, Contractor's Offer, including Contractor's Best and Final Offer, this Agreement and any amendments, and the Project Schedule with only such modifications as may be approved in writing signed by both Parties.

- n. Contractor agrees to allow County, or County's designee, to monitor and oversee Contractor's use of ARPA funds and other activities related to the Award to ensure that Contractor and County comply with the statutory and regulatory requirements and the terms and conditions of the Award.
- o. Contractor covenants and agrees, at its own cost and expense, to do all work and furnish all materials, labor, construction equipment, services and transportation for performing all of the work to complete necessary construction and install the materials therein, as called for by ARPA, Solicitation No. YCBI-002, Contractor's Offer, including Contractor's Best and Final Offer, this Agreement and any amendments free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated.
- p. Contractor agrees to provide County, or County's designee, access to the project to verify the project adheres to the Project Schedule and agreed upon broadband speeds, method of broadband delivery, timeline for broadband delivery, and project completion as outlined in Contractor's Offer, including Contractor's Best and Final Offer, attached hereto as Exhibit B (which includes subparts B1 and B2).
- q. Contractor agrees to provide County, or County's designee, reports on the Project Schedule for delivery of broadband speeds, method of broadband delivery, timeline for broadband delivery, and project completion as outlined in Contractor's Offer, including Contractor's Best and Final Offer, attached hereto as Exhibit B (which includes subparts B1 and B2).
- r. Contractor agrees to cooperate with County, or County's designee, for reporting to the U.S. Department of Treasury on its use of payments from ARPA during the term of this Agreement and after expiration or cancellation of this Agreement.
- s. Contractor agrees to provide all data and information for all reporting required under ARPA and U.S. Department of Treasury Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds. A copy of the reporting requirements under ARPA and the U.S. Department of Treasury Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds Effective July 1, 2023, Version: 7, for Davis-Bacon Act and labor reporting for infrastructure projects, is attached hereto as Exhibit I. Contractor acknowledges and agrees it has a continuing obligation to supply data and records to County and the U.S. Department of Treasury in accordance with all reporting requirements pursuant to ARPA and the U.S. Department of Treasury Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement.
- t. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- u. Contractors covenant and agree to participate in either the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP) or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area that provides benefits commensurate with those provided under the ACP.
- v. County, in County's sole and absolute discretion, may require Contractor to provide records and documentation to County during the term of this Agreement and after expiration or cancellation of this Agreement. Contractor shall comply with requests from County for records and documentation within ten (10) business days. All records and documentation submitted by Contractor to County must be accurate, thorough, and acceptable to County, in County's sole and absolute discretion.
- w. Contractor agrees at all times, both during and after expiration or cancellation of this Agreement, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.
- x. Contractor further warrants that if it has a parent, affiliate, or subsidiary organization it will also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- y. All of Contractor's representations, warranties, and obligations under this section shall survive expiration or cancellation of this Agreement.

**6. County's Obligations.**

- a. County, as an ARPA recipient, remains responsible for monitoring and overseeing Contractor's use of ARPA funds and other activities related to the award to ensure that Contractor complies with the statutory and regulatory requirements and the terms and conditions of the award. County also remains responsible for reporting to the U.S. Department of Treasury on Contractor's use of payments from ARPA for the duration of the award.
- b. County shall at all times comply with the requirements of ARPA, including regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, and performance and reporting requirements and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement.
- c. County shall be responsible for monitoring the programmatic and financial activities of Contractor to ensure proper stewardship of ARPA funds.
- d. County determined that Contractor meets eligibility requirements for assistance under ARPA in reliance on Contractor's Offer, Contractor's Best and Final Offer, and *Yavapai County Broadband Initiative Agreement between Yavapai County and Sparklight*

Contractor's representations and warranties in Solicitation No. YCBI-002 and this Agreement.

- e. County, or County's designee, shall manage and monitor Contractor to ensure compliance with ARPA funding requirements. County will evaluate Contractor's risk of noncompliance based on factors, including prior experience in managing federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. County, or County's designee, shall conduct ongoing monitoring of Contractor, including, conducting an assessed risk and include identification of deficiencies, and follow-up to ensure appropriate remediation.

**7. Contract Price.**

- a. County agrees to pay Contractor in accordance with Contractor's Offer, Contractor's Best and Final Offer, and Contractor's representations and warranties in Solicitation No. YCBI-002 and this Agreement in an amount not to exceed Five Million and No/100 Dollars (\$5,000,000.00) ("**Contract Price**") for design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and download speeds of 100 megabits per second (Mbps) in accordance with Contractor's Offer, Contractor's Best and Final Offer, and Contractor's representations and warranties in Solicitation No. YCBI-002 and this Agreement.
- b. Contractor shall not "double dip." If Contractor receives or has received funding, including, but not limited to, payments from government entities, grant funding, or revenue from additional 3rd party vendors, that has or will cover its costs and expenses included in the Contract Price, then Contractor agrees to immediately notify County and pay to County in full those funds that are received from another source through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days. Failure to do so is a material breach of this Agreement, and Contractor is responsible for all collection and litigation costs of County, including attorney fees.
- c. A performance bond on the part of Contractor for 100 percent (100%) of the Contract Price is required.
- d. A payment bond on the part of Contractor for 100 percent (100%) of the Contract Price is required.
- e. The payment and performance bonds will remain in place for the construction activities until completion and satisfactory performance and acceptance by County.
- f. All costs and expenses in excess of Contract Price are Contractor's sole and absolute responsibility.
- g. County makes no representations or warranties about Contractor's actual costs and expenses for design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and



download speeds of 100 megabits per second (Mbps) as proposed in Contractor's Offer, including Contractor's Best and Final Offer, in Exhibit B (which includes subparts B1 and B2), and in accordance with this Agreement for the number of passings for unserved or underserved households and businesses in the unincorporated platted areas of Yavapai County listed in the table below:

UNINCORPORATED PLATTED AREAS	# Passings Unserved or Underserved Households and Businesses	ARPA Funding Requested
Verde Villages	4411	\$5,000,000.00
<b>TOTAL</b>	4411	<b>\$5,000,000.00</b>

- h. County agrees to pay Contractor in installments based on progress reports after delivery of goods and/or services in accordance with invoices approved by County that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract Number. Taxes shall be listed separately from the item cost (See paragraph 5, l., above as well as Exhibit "K" attached).
- i. Following **commencement of construction of the project** (moving earth and or laying, hanging or inserting fiber in some fashion), Contractor shall make a certified payment request (as outlined herein) of the construction work performed as a percentage of the total project and submit the same to County, or County's designee, for review. Payment shall occur thirty (30) days from submission of the invoice to allow for a sequential process of the review. Said, thirty (30) days may be extended on a case-by-case basis given matters outside of the control of the County (force majeure or Contractor compliance issues, for example), upon written notice to Contractor.
- j. County shall pay to Contractor ninety percent (90%) of the value of said work invoiced, in place, in relation to the Contract Price for the project. The balance of ten percent (10%) of the estimate shall be retained by County until the time of acceptance and final payment for said work.

*[For example, if Contractor's certified invoice/payment request indicated 10% of the project was completed, upon approval of the invoice by County, Contractor would be entitled to an initial payment of \$450,000.00 which equals the Contract Price of \$5,000,000.00 times the percentage of the project complete (10%) times 90% representing the payment due less the*

*10% retention. In addition, when the project is 50% complete, one half of the amount retained shall be paid to Contractor upon Contractor's written request provided Contractor is making satisfactory progress on the project and there is no specific cause or claim requiring a greater amount to be retained, as determined by the sole discretion of County. After the project is 50% complete, no more than 5% of the amount of any subsequent progress payments made under this Agreement may be retained provided Contractor is making satisfactory progress on the project, except that if at any time County determines satisfactory progress is not made, a 10% retention shall be reinstated for all progress payments made under this Agreement subsequent to the County's determination.]*

8. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to County to:  
Yavapai County Board of Supervisors Attn: Clerk of the Board  
1015 Fair Street  
Prescott, AZ 86305

If to Contractor to:  
Cable One, Inc., dba Sparklight  
Attn: General Counsel  
210 E. Earll Drive  
6<sup>th</sup> Floor  
Phoenix, AZ 85012

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

9. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled nor eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
10. **Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against County or Contractor. This Agreement is not intended to benefit any third party.
11. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

12. **Assignment.** No Party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void. All assignments as outlined above, are subject to any and all ARPA requirements, and law as outlined herein.
13. **Non-Appropriation of Funds.** The Parties recognize and acknowledge that County is a governmental entity and this Agreement's validity is based upon the availability of ARPA funding. In the event ARPA funds are not appropriated for the performance of County's obligations under this Agreement, then County shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to County. If County's allocation of ARPA funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.
14. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
15. **Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
16. **Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
17. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
18. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If County and Contractor are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party. However, it is understood by the Parties that Contractor is responsible for complying with any future change/modification in the law commensurate with ARPA and its progeny after execution of this Agreement and County does not waive

any rights or remedies it may have at law or in equity for termination of the contract under this provision.

19. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
20. **Americans With Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR parts 35 and 36.
21. **Alternative Dispute Resolution.** In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
22. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
23. **Written 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 Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This 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.
24. **Written Certification Pursuant to A.R.S. §35-394.** Contractor certifies that CONTRACTOR does not currently, and agrees for the duration of the contract that it will 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 the written certification, the company shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the County with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.
25. **Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

26. **Entire Agreement.** This Agreement and all Exhibits contain the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
27. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via email, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
28. **Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Agreement and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement.

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**APPROVALS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

County:  
Yavapai County, a political subdivision of the State of Arizona

\_\_\_\_\_  
James Gregory, Chairman  
Yavapai County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Jayme Rush, Acting Clerk of the Board  
Yavapai County Board of Supervisors

Contractor:  
CABLE ONE, INC. dba SPARKLIGHT

  
\_\_\_\_\_  
Christopher Boone

Senior Vice President, Business Services and  
Development

12/6/2023  
Date:

Christopher Boone  
Printed Name