

BROADBAND TECHNICAL ASSISTANCE

COOPERATIVE AGREEMENT

dated as of December 9, 2024

between

QUALITYLIFE INTERGOVERNMENTAL AGENCY

and

THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE |

**BROADBAND TECHNICAL ASSISTANCE
COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (this "Agreement"), dated as of December 9, 2024 is between **QUALITYLIFE INTERGOVERNMENTAL AGENCY** ("Awardee"), a special district government existing under the laws of Oregon, and the **UNITED STATES OF AMERICA**, acting through the Administrator of the Rural Utilities Service ("RUS").

The Awardee has applied for financial assistance from RUS (the "Application") to receive or deliver broadband technical assistance and training that promotes the expansion of broadband into rural areas.

RUS is willing to extend financial assistance, in the form of a cooperative agreement grant to the Awardee, pursuant to the Consolidated Appropriations Act, 2018, Pub. L. 115-141, § 779 (the "FY2018 Appropriations"), the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (the "IIJA"), the Funding Opportunity Announcement ("FOA") published at 89 Fed. Reg. 52012 (June. 21, 2024), and Title VI of the Rural Electrification Act of 1936, 7 U.S.C. §§ 901 *et seq.* (the "RE Act"), and all applicable federal regulations, on the terms and conditions stated herein.

THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I – DEFINITIONS

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided herein or in the FOA, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Advance" or "Advances" shall mean the disbursement of grant funds in accordance with this Agreement.

"Affiliate" or "Affiliated Company" of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, "control" means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

"Award" shall mean the grant described in Article III.

"Application" shall mean all information submitted to the RUS requesting financial assistance for broadband technical assistance, including the certifications and representations made in the standard forms.

"Budget" shall mean the line-item budget for the Scope of Work, approved by the RUS, attached hereto as Schedule 2.

"Eligible Purposes" shall mean purposes and expenses which are specified in the FOA as being eligible for funding.

"Event of Default" shall have the meaning as defined in Article X.

"Expiration Date" shall have the meaning as defined in Section 3.1(b).

"Grant" shall mean the grant described in Section 3.1.

"Material Adverse Effect" shall mean a material adverse effect on, or change in, the condition, financial or otherwise, operations, properties, business, or prospects of the Awardee or on the ability of the Awardee to perform its obligations under the Grant Agreement as determined by RUS.

"Release of Funds Date" shall mean the date funds are first made available as evidenced by the notice sent by the Agency to the Awardee.

"Scope of Work" shall mean all work, as approved by the Agency, to receive or deliver broadband technical assistance and training that promotes the expansion of broadband into rural areas, as outlined in the Application, attached hereto as Schedule 3.

"SF 270" shall have the meaning as defined in Section 4.1(d).

"Subsidiaries" shall mean the subsidiaries listed in Schedule 1.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

Recognizing that RUS is relying hereon, the Awardee represents and warrants, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Awardee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; and (iii) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.
- (b) *Authority.* The execution, delivery and performance by the Awardee of this Agreement and the performance of the transactions contemplated herein have been duly authorized by all necessary.
- (c) *Litigation.* There are no pending or threatened legal, arbitration or governmental actions or proceedings to which the Awardee is a party which, if adversely determined, could have a Material Adverse Effect.
- (d) *Information Submitted with Application.* All information submitted to RUS in connection with the Application was, at the time furnished, complete, and correct in all material respects. Awardee acknowledges that all such information submitted shall be incorporated into this Agreement. Awardee also represents that since the submission of the Application, there has been no material adverse change in the financial condition or operations of the Awardee.
- (e) *Principal Place of Business.* The principal place of business and chief executive office of the Awardee is at the address of the Awardee specified in Schedule 1 hereto.
- (f) *Organization Number.* The Awardee's organization number is correctly identified in Schedule 1 hereto.

- (g) *Subsidiaries and Parent.* Any subsidiaries or parent of the Awardee are disclosed on the attached Schedule 1.

ARTICLE III – THE COOPERATIVE GRANT

Section 3.1 Cooperative Grant Amount and Expiration Date.

- (a) *Grant Amount.* RUS agrees to make and the Awardee agrees to accept, on the terms and conditions stated in this Agreement and subject to 31 U.S.C. 1551 and 1552, a grant, in the amount specified in Schedule 1 hereto (the “Grant”) to be used for broadband technical assistance and training, as further described in the Application and this Agreement.
- (b) *Expiration Date.* The obligation of RUS to advance the Award, or any portion thereof, shall expire on a date ("Expiration Date") two (2) years from the Release of Funds date.

Section 3.2 Scope of Work

- (a) *Grant Purpose.* The grant has been made solely for the receipt or delivery of broadband technical assistance and training that promotes the expansion of broadband into rural areas (the "Scope of Work"), as enumerated in Schedule 3.
- (b) *Changes to Scope of Work.* The Awardee shall obtain the prior written approval of RUS for any material change to the Scope of Work.

Section 3.3 ACH Payments

The bank account utilized by the Awardee for all award deposits must be the same bank account listed on the Awardee’s SAM.gov registration. The Awardee agrees to use of the Automated Clearing House (ACH) Payment System that deposits award funds directly into the Awardee’s bank account.

ARTICLE IV – CONDITIONS OF FINANCIAL ASSISTANCE

Section 4.1 Conditions Precedent to Closing

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS;
- (b) *Cooperative Agreement.* RUS shall receive duly executed originals of this Agreement;
- (c) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative Awardees, RUS shall have received certified copies of the Awardee’s most recent articles of incorporation or charter and bylaws. With respect to limited liability companies or similar organizations, RUS shall have received certified copies of the Awardee’s most recent organization documents; and
- (d) *Certificate of Authority.* RUS has received from the Awardee a duly authorized and executed certification Form 675, "Certification of Authority," designating an officer, employee, or agent of the Awardee as the person or persons authorized to execute and

submit, on behalf of the Awardee, a completed Standard Form 270, "Request for Advance or Reimbursement" (hereinafter "SF 270").

Section 4.2 Conditions to Individual Advances

The obligations of RUS to approve any Advance are subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Awardee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date;
- (b) *Material Adverse Effect.* That no event has occurred which has had or could have a Material Adverse Effect;
- (c) *Event of Default.* That no Event of Default and no event which with the passage of time or giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, or shall have occurred after giving effect to any Advances on the books of the Awardee;
- (d) *Requisitions and Supporting Documentation.* That RUS shall have received not more frequently than once a quarter, unless otherwise agreed to by RUS, an SF 270, bearing the original signature of the officer, employee, or agent of the Awardee authorized to receive, disburse, or receive and disburse the Award, with supporting documentation from the Awardee. Advances shall be limited to the minimum amounts required for the Awardee's immediate disbursement needs and shall be requested by the Awardee only for actual immediate cash requirements of the Awardee. Such advances shall be provided on a reimbursement basis, or based on unpaid third-party invoices for Eligible Purposes, or contracts approved by RUS;
- (e) *Compliance with Cooperative Agreement.* That the Awardee is in material compliance with this Agreement; and
- (f) *Additional Documents.* That the Awardee agrees to provide RUS with such additional documents as RUS may request.

ARTICLE V – AFFIRMATIVE COVENANTS

Section 5.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the affirmative covenants contained in this Article V.

Section 5.2 Use of Advances

The Awardee shall expend Award funds only for Eligible Purposes in accordance with the RUS approved line-item Scope of Work and SF 270s submitted to RUS prior to the advance of funds

Section 5.3 Unused and Disallowed Advances

- (a) The Awardee shall return to RUS forthwith all or any advanced portion of the grant not disbursed by the Awardee for the Scope of Work with any interest earned thereon.
- (b) The Awardee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by an RUS grant audit. Disallowances shall be satisfied, as directed by

RUS, by either administrative offset against other approved purposes on SF 270s or repaying the disallowed amount directly to the United States Treasury. Such disallowed amounts shall accrue interest payable to RUS from the date RUS delivers to the Awardee a written demand for payment. Interest shall accrue on disallowed grant Advances at the then current United States Treasury rate as prescribed by the Secretary of the Treasury. Closeout of this Agreement will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Awardee's obligation to return any disallowed expenditures.

Section 5.4 Miscellaneous Notices

The Awardee shall furnish to RUS:

- (a) *Notice of Default.* Promptly after becoming aware thereof, notice of the occurrence of any default under the Grant Agreement or the receipt of any notice given pursuant to the Grant Agreement with respect to the occurrence of any event which with the giving of notice or the passage of time, or both, could become an Event of Default hereunder or under any other part of the Grant Agreement.
- (b) *Notice of Litigation.* Promptly after the commencement thereof, notice of the commencement of all actions, suits or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting the Awardee or any Affiliate which, if adversely determined, could have a Material Adverse Effect.
- (c) *Material Adverse Effect.* Promptly after becoming aware thereof, notice of any matter which has resulted or may result in a Material Adverse Effect.
- (d) *Corporate Document Changes.* Thirty (30) days prior to their effectiveness, any amendments, supplements or modifications to the Awardee's Articles of Incorporation, Charter, Bylaws, Operating Agreement, Members Agreements or other Organizational Documents.

Section 5.5 Travel Expenses

All travel using Award funds must be directly related to the approved Statement of Work and Budget and must comply with 31 U.S.C. § 1345, *Federal Travel Regulations*, and applicable cost principles.

Section 5.6 Use and Publication of Information

- (a) Awardee shall not make available to other persons, except as authorized by RUS, any unpublished confidential data or information obtained or developed under and during this Agreement. Awardee shall not use such identifying data or information for any purpose other than for carrying out its obligations under this Agreement.
- (b) Awardee shall be free to publish in professional journals data or information obtained or developed, except as provided in subsection (a) above, resulting from the activities under this Agreement. Awardee agrees to submit a copy of any such publication to RUS sixty (60) calendar days prior to publication for review to ensure that confidentiality of the deliverables is maintained and that RUS and the program have been accurately represented, as determined by RUS. All educational and technical assistance materials developed by Awardee remains the property of Awardee; however, RUS has a non-exclusive, royalty-

free, non-transferable, irrevocable license to reproduce, prepare derivative work and distribute copies of the deliverables so long as such deliverables are used for non-commercial educational or government purposes.

- (c) Awardee shall acknowledge USDA support in any publication written or published with respect to this Award and, if feasible, that such publication states the following: "This material is based upon work supported by the U.S. Department of Agriculture, Rural Utilities Service."
- (d) Awardee will utilize the logo provided by RUS on all educational and promotional materials developed for the Scope of Work. Awardee may also use its and its partners' logos where appropriate.

Section 5.7 Section 508 Compliance

Section 508 of the Americans with Disabilities Act requires Federal departments and agencies that develop, procure, maintain, or use electronic and information technology to ensure that Federal employees and members of the public with disabilities have access to and use of information and data, comparable to that of the employees and members of the public without disabilities. Awardees providing services or products to, and on behalf of, Federal agencies must provide Section 508 compliant deliverables. For further information, visit www.Section508.gov.

ARTICLE VI – ACCOUNTING AND REPORTING

Section 6.1 Financial Records

Awardees must account for all funds advanced under this Agreement and shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, payroll records and bills of sale, adequate to identify the purposes for which, and the manner in which grant funds were expended on the Scope of Work. The Awardee shall maintain copies of all documents submitted to RUS in connection with the Award until the longer of (i) all audits have been completed, (ii) the term of this Agreement or (iii) three years subsequent to closeout of the Award.

Section 6.2 Rights of Inspection

The Awardee shall afford RUS, the Office of the Inspector General of USDA, and the Government Accountability Office, through their representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect records related to the Scope of Work, including electronic books, accounts and electronic mail messages, regardless of the physical form or characteristics, invoices, contracts, leases, payroll records, canceled checks, statements, and other documents, and papers of every kind belonging to or in any way pertaining to the Scope of Work, including its Subsidiaries, if such entities received for work under this Agreement, and to make copies or extracts therefrom.

Section 6.3 Annual Audit

- (a) Non-Federal Entities, which include Awardees that are States, local governments, Indian tribes, institutions of higher education, or nonprofit organizations, shall provide RUS with an audit pursuant to 2 C.F.R. part 200, Subpart F (Audit Requirements). The Awardee must follow subsection 200.502 in determining federal awards expended. All RUS loans impose an ongoing compliance requirement for the purpose of determining federal awards expended during a fiscal year. In addition, the Awardee must include the value of new

federal loans made along with any grant expenditures from all federal sources during the Awardee's fiscal year. Therefore, the audit submission requirement for this program begins in the Awardee's fiscal year that the loan is made and thereafter, based on the balance of federal loan(s) at the beginning of the audit period. All required audits must be submitted within the earlier of: (i) 30 calendar days after receipt of the auditor's report; or (ii) nine months after the end of the Awardee's audit period.

- (b) For all other entities, Awardees shall provide RUS with an audit within 120 days after the as of audit date in accordance with 7 C.F.R. part 1773, Policy on Audits of RUS Borrowers. Note that with respect to Advances that contain loan funds, the audit is required after an Advance has been made, and, thereafter, from the close of each subsequent fiscal year until the loan is repaid in full. With respect to Advances that only contain grant funds, the audit is required until all grant funds have been expended or rescinded. While an audit is required, Awardees must also submit a report on compliance and internal controls over financial reporting, as well as a report on compliance with aspects of contractual agreements and regulatory requirements

Section 6.5 Reporting

- (a) *Annual Reporting.* The Awardee shall submit an annual Federal Financial Report on SF-425.
- (b) *Performance Report.* The Awardee shall deliver an annual performance report to RUS until the project is complete and funds are expended. The performance report shall address:
 - (i) a comparison of actual accomplishments to the objectives set forth in the Application;
 - (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Scope of Work objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular work elements. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
 - (iii) objectives and timetable established for next reporting period.
 - (iv) activities demonstrating the coordination with the State Broadband Office.
- (c) *Closeout Report.* The Awardee shall deliver a closeout report to RUS no later than one hundred twenty (120) days after the expiration or termination of the Award or expenditure of all Award funds. The close out report shall address: (i) a comparison of actual accomplishments to the objectives set forth in the Application; (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Scope of Work objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular work elements; and (iii) a comparison of how funds were spent against the budget submitted with the Application, approved by RUS, and attached hereto as Schedule 3.

ARTICLE VII – NEGATIVE COVENANTS

Section 7.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the negative covenants set forth in this Article VII.

Section 7.2 Contracts

The Awardee shall not, without the prior written consent of RUS, enter into any contract or contracts for the performance of any part of the Scope of Work. With respect to approved Scope of Work to be performed by Affiliates, such work will be limited to an amount which is the lower of cost or market rate and which is subject to verification by RUS and its representatives having access to the books and records of the Affiliate.

Section 7.3 Restrictions on Changes to Line-Item Budget

The Awardee agrees that the Budget for the Scope of Work is a line-item Budget and agrees not to make any revisions to the RUS approved line-item Budget, without the prior written approval of RUS.

ARTICLE VIII – GRANTOR’S RIGHTS

Section 8.1 Termination of Award Offer

RUS, in its sole discretion, may terminate this Agreement if it does not receive a duly executed counterpart to this Agreement with all conditions in Section 4.1 satisfied within sixty (60) days from the date of receipt of the Agency’s signed Agreement.

Section 8.2 Audits and Compliance Reviews

After giving prior notification to the Awardee, RUS has the right to conduct compliance reviews and audits of the Awardee to assure compliance with this Agreement.

Section 8.3 Disallowed Expenditures

Upon a determination by RUS that the Awardee did not expend Award funds on Eligible Purposes in accordance with the RUS approved line-item Scope of Work and the SF 270s approved by RUS prior to the advance of funds, RUS may, in its sole discretion:

- (a) Disallow all or a part of the expenditures and disbursements of the Award and require the Awardee to apply such funds toward other approved Scope of Work purposes on SF 270s or to reimburse the Government, as provided in Section 5.3 hereof;
- (b) Suspend future Advances; and/or
- (c) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available under this Agreement or law.

Section 8.4 Suspension of Advances

RUS may, in its absolute discretion, suspend approving Advances on the Award upon making a determination that an event has occurred that is likely to have a Material Adverse Effect. RUS may also suspend approving advances of the Award upon the occurrence of an Event of Default.

ARTICLE IX - EVENTS OF DEFAULT

Section 9.1 Events of Default

The following shall be events of default (each an "Event of Default") under this Agreement:

- (a) Representations and Warranties. Any representation or warranty made by the Awardee in this Agreement, SF 270s or any certificate furnished to RUS under this Agreement, or in the Application shall prove to have been incorrect in any material respect at the time made;

- (b) Improper Expenditures. The Awardee expends Award funds on costs which are not Eligible Purposes in accordance with the RUS approved line-item Scope of Work and the SF 270s approved by RUS prior to the advance of funds;
- (c) Failure to Keep Adequate Records. The Awardee fails to keep adequate records, including the failure to document Award fund expenditures for Eligible Purposes as required herein;
- (d) Failure to Comply with Accounting and Reporting Requirements. The Awardee fails to comply with the accounting and reporting requirements in Article VI;
- (e) Bankruptcy. A court having jurisdiction in the premises shall enter a decree or order for relief with respect to the Awardee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (1) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official, or (2) ordering the winding up or liquidation of its affairs; or the Awardee shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors; and
- (f) Dissolution or Liquidation. Other than as provided in the immediately preceding subsection, the dissolution or liquidation of the Awardee, or the filing of such by the Awardee.

ARTICLE X - REMEDIES

Section 10.1 General

Upon the occurrence of an Event of Default, RUS may pursue all rights and remedies available to RUS that are contemplated by the Grant Agreement in the manner, upon the conditions, and with the effect provided in the Grant Agreement, and may pursue such other remedies that are generally available at law or in equity including, without limitation, a suit for specific performance, injunctive relief or damages. Nothing herein shall limit the right of RUS to pursue all rights and remedies available to a creditor following the occurrence of an Event of Default listed in Article X hereof. Each right, power and remedy of RUS shall be cumulative and concurrent, and recourse to one or more rights or remedies shall not constitute a waiver of any other right, power or remedy.

Section 10.2 Remedies

In addition to the remedies referred to in Section 11.1 hereof, upon the occurrence of an Event of Default, RUS may:

- (a) Refuse to make any advance or further advance on account of the Award, but any advance thereafter made by RUS shall not constitute a waiver of such default;
- (b) Terminate the obligation to further advance on account of the Award; and/or
- (c) RUS shall have, in addition to any other rights and remedies contained in this Agreement, all of the rights and remedies of a secured party under the Uniform Commercial Code in force in the state identified in the first paragraph hereof, as well as the state where the Collateral is located, as of the date hereof, all of which rights and remedies shall be cumulative, and nonexclusive.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by email) delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by email delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

RUS
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1510
Attention: Administrator
Email:reconnect@usda.gov

Awardee
See Schedule 1

With a copy to:
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Stop 1590, Room No. 4121
Washington, D.C. 20250-1590
Attention: Peter Amiable

With a copy to:
See Schedule 1

Section 11.2 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 11.3 Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law and, in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

Section 11.4 Consent to Jurisdiction

The Awardee hereby irrevocably submits to the jurisdiction of the U.S. District Court for the District of Columbia and the US Court of Appeals for the Federal Circuit (both the "DC Federal Courts") for any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such federal courts. The Awardee irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Awardee's address set forth in Schedule 1. The Awardee hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the DC Federal Courts and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in any such court has been brought in a forum *non conveniens*. Nothing herein shall affect the right of the Government to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Awardee in its own jurisdiction.

Section 11.5 Waiver of Jury Trial

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, SECURED PARTY, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 11.6 Rescission

The Awardee may elect to rescind this Agreement, in which event RUS shall release the Awardee from its obligations hereunder, provided the Awardee complies with such terms and conditions as RUS may impose for such release.

Section 11.7 Successors and Assigns

- (a) This Agreement shall be binding upon and inure to the benefit of the Awardee and RUS and their respective successors and assigns, except that the Awardee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.
- (b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such a transfer, all rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

Section 11.8 Complete Agreement; Waivers and Amendments

Subject to RUS Regulations, this Agreement and all parts of the Grant Agreement are intended by the parties to be a complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement. No amendment, modification, or waiver of any provision hereof or thereof, and no consent to any departure of the Awardee herefrom or therefrom, shall be effective unless approved in writing by RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11.9 Liability

Awardee and RUS agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law.

Section 11.10 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

Section 11.11 Severability

If any term, provision, condition, or any part thereof, of this Agreement or the Security Documents shall for any reason be found or held invalid or unenforceable by any governmental agency or court of

competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition nor any other term, provision, or condition, and this Agreement and the Security Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

Section 11.12 Schedules

The Schedules attached hereto and referred to herein is an integral part of this Agreement.

Section 11.13 Authority of Representatives of RUS

In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

Section 11.14 Term

This Agreement shall remain in effect until one of the following two events has occurred:

- (a) The Awardee and RUS replace this Agreement with another written agreement; or
- (b) All of the Awardee's obligations under this Agreement, including the Service Obligation, have been discharged and paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

QUALITYLIFE INTERGOVERNMENTAL AGENCY

by _____
Name:
Title:

(Seal)

Attested to by: _____
Secretary

UNITED STATES OF AMERICA

by _____
Administrator
of the Rural Utilities Service |

SCHEDULE 1

Article II Representations and Warranties

1. Paragraph (e) Awardee's Principal Place of Business:
511 Washington St.
The Dalles, OR 97058
2. Paragraph (f) Awardee's Organization Number: QT75LLPKL6N3
3. Paragraph (g) Awardee's Subsidiaries: N/A
4. Paragraph (g) Awardee's Parent: N/A

Article III The Cooperative Grant

1. Section 3.1(a) Grant amount: \$240,000

Article XII Miscellaneous

1. Section 11.1 Awardee's address for purposes of notification:
511 Washington St.
The Dalles, OR 97058
2. Section 11.1 Address for Awardee's notification copy:
511 Washington St.
The Dalles, OR 97058

**SCHEDULE 2
BUDGET**

Line Item	Item Category	Item Cost
1	Personnel	\$121,000.00
2	Contractual	\$119,000.00
Total Project Cost to be Funded by Award		\$240,000.00

SCHEDULE 3 STATEMENT OF WORK

I. OBJECTIVES & DELIVERABLES

The primary objective of this broadband expansion project is to provide reliable, high-speed internet access to underserved and unserved rural communities in Wasco County. This project aims to enhance connectivity for residents, businesses, and public services, which will, in turn, foster economic growth, expand educational opportunities, and improve access to healthcare and other essential services. The key goals include conducting a comprehensive feasibility analysis, developing a sustainable business plan, and establishing partnerships that will support the long-term development of broadband infrastructure throughout the county.

The project is expected to produce several key deliverables that will serve as foundational elements for the successful implementation of broadband services in Wasco County. A comprehensive feasibility report will be developed, outlining the technical, financial, and logistical aspects of the project. This report will provide critical insights into the challenges and opportunities associated with expanding broadband infrastructure across the county. Additionally, a detailed business plan will be crafted, offering a strategic roadmap for sustainable broadband operations that ensures long-term viability. A community engagement report will also be produced, capturing input from local stakeholders, including residents, businesses, and community organizations, to ensure the project aligns with the specific needs and expectations of the community. Finally, finalized partnership agreements will be secured, solidifying the necessary collaboration and support for the project's success.

II. STATEMENT OF WORK

The project is designed to provide comprehensive technical assistance to facilitate the expansion of broadband services in the rural areas of Wasco County. This assistance will encompass a range of activities aimed at addressing the unique challenges of deploying broadband infrastructure in remote and underserved regions. The primary focus will be on delivering expertise and support in several critical areas, including feasibility analysis, business planning, and community engagement.

Feasibility Analysis: The technical assistance will begin with a thorough feasibility analysis, which will assess the technical, financial, and logistical aspects of the proposed broadband expansion. Experts will evaluate the existing infrastructure, identify gaps, and explore potential solutions tailored to the specific needs of rural communities within the county. This analysis will provide detailed insights into the most effective strategies for deploying broadband in areas with low population density, challenging terrain, and high service costs.

Business Planning: Following the feasibility analysis, the project will offer technical assistance in developing a sustainable business plan. This plan will outline the operational, financial, and strategic frameworks necessary for the successful deployment and long-term management of the broadband network. The business plan will include financial modeling to ensure the project's viability and scalability, taking into account the unique economic conditions of the rural areas served. Technical experts will work closely with local stakeholders to ensure that the business plan aligns with community needs and market conditions.

Community Engagement and Capacity Building: Another critical component of the technical assistance provided by the project will be community engagement. The project will facilitate workshops, meetings, and surveys to gather input from residents, businesses, and other local stakeholders. This engagement will ensure that the project addresses the specific needs and concerns of the rural communities. Additionally, the project will provide training and

resources to build local capacity for managing and maintaining the broadband network, empowering community leaders and organizations to take an active role in the project's success.

Pathway to Expanded Broadband Service: The technical assistance provided by this project will lay the groundwork for the expanded broadband service in rural Wasco County. By conducting a detailed feasibility analysis and creating a robust business plan, the project will identify the most effective strategies for expanding broadband infrastructure. The community engagement efforts will ensure that the project has strong local support and that the solutions implemented are tailored to the specific needs of each community.

As a result, the project will lead to the deployment of a countywide fiber network that provides reliable, high-speed internet access to underserved and unserved areas. This expanded broadband service will enable residents to access essential online services, such as telemedicine, remote learning, and e-commerce, and will support economic development by attracting new businesses and enabling existing ones to thrive. Ultimately, the project will bridge the digital divide in Wasco County, ensuring that all residents, regardless of location, have the opportunity to participate fully in the digital economy.

Project Tasks, Key Personnel, and Deliverables

Project Tasks

Feasibility Analysis: Conduct a comprehensive assessment of the technical, financial, and logistical aspects of the broadband expansion project. This includes evaluating existing infrastructure, identifying gaps, and proposing solutions.

Business Plan Development: Develop a detailed business plan that includes the operational, financial, and strategic frameworks necessary for the deployment and management of the broadband network.

Public Outreach and Engagement: Implement public outreach efforts to gather input from local stakeholders and build support for the broadband expansion project. This involves conducting surveys, holding community meetings, and working with local leaders.

Operational Partnership Development: Establish and formalize partnerships with private sector companies, including internet service providers and technology firms, as well as public sector partners. This includes negotiating agreements and securing commitments for collaboration.

Implementation Planning and Coordination: Develop detailed plans for the deployment of the broadband network, including project timelines, resource allocation, and coordination among all stakeholders.

Final Review and Reporting: Conduct a final review of the project to assess progress, address any issues, and ensure all deliverables are met. Prepare final reports and documentation.

III. AWARDEE RESPONSIBILITIES

The awardee agrees to the responsibilities detailed in the approved project work plan.

IV. RUS RESPONSIBILITIES

RUS is responsible for providing the following activities under this agreement:

Activity Number	Proposed Substantial Involvement by RD Staff
1	Offer guidance on regulatory compliance.
2	Assist in identifying funding opportunities.
3	Share best practices.