

**AGREEMENT  
FOR PINAL COUNTY TECHNOLOGY CONSORTIUM OPERATIONS**

This Agreement for Pinal County Technology Consortium Operations (hereinafter referred to as this “**Agreement**”), is made and entered into by and between Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency, a political subdivision of the State of Arizona (hereinafter referred to as “**PCSOESA**”), and a participating school district, a participating charter school, a participating private school, a participating tribal school, a participating county free library district, a participating municipal library, a participating nonprofit and public library, and/or a participating tribal library. PCSOESA, a participating school district, a participating charter school, a participating private school, a participating tribal school, a participating county free library district, a participating municipal library, a participating nonprofit and public library, or a participating tribal library may each be referred to individually as a “**Party**.” PCSOESA, a participating school district, a participating charter school, a participating private school, a participating tribal school, a participating county free library district, a participating municipal library, a participating nonprofit and public library, and a participating tribal library may be referred to collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, PCSOESA, in collaboration with the Arizona Department of Education and other state agencies, is required to provide assistance to school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools on the use of student data, staff development, curriculum alignment and technology to improve student performance pursuant to A.R.S. § 15-302; and,

**WHEREAS**, PCSOESA may establish service programs that are available to any county free library district, municipal library, local school district governing board, nonprofit and public library, tribal library, private school or tribal school officially requesting such programs pursuant to A.R.S. § 15-365; and,

**WHEREAS**, PCSOESA is designated as a local education agency for the purpose of serving as an education service agency that is eligible to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools within Pinal County pursuant to A.R.S. § 15-301; and,

**WHEREAS**, the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC) Schools and Libraries Program, commonly known as “**E-rate**,” provides discounts of up to 90 percent to help eligible schools and libraries in the United States obtain affordable telecommunications and internet access; and,

**WHEREAS**, the E-Rate program is intended to ensure that schools and libraries have access to affordable telecommunications and information services; and,

**WHEREAS**, USAC and other entities provide that schools and/or libraries can form

consortia for the purposes of the E-Rate program and/or other federal, state, and local programs to aggregate demand in order to lower prices and promote more efficient use of shared facilities; and,

**WHEREAS**, the Pinal County Technology Consortium (hereinafter referred to as the “**Consortium**”) was formed as a rural regional consortium for allowed purposes under Arizona law and for the purposes of the E-Rate program and/or other federal, state, and local programs to aggregate demand in order to lower prices and promote more efficient use of shared facilities as well as for other allowed purposes; and,

**WHEREAS**, the Consortium seeks to purchase telecommunications and infrastructure services from Zayo Group, LLC (Zayo), with funds obtained by PCSOESA through the E-Rate program, other federal, state, and local programs, and this Agreement for allowed purposes under Arizona law and for the purposes of the E-Rate program and/or other federal, state, and local programs to aggregate demand in order to lower prices and promote more efficient use of shared facilities.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **TERM.** Based upon appropriate finding, this Agreement is effective on July 1, 2024, and will continue through June 30, 2025, unless sooner terminated or further extended pursuant to the provisions of this Agreement. Thereafter this Agreement will automatically renew annually for up to ten (10) supplemental one-year terms with the final term ending June 30, 2035. The term of this Agreement is intended to correspond with the term of the Master Service Agreement entered into between PCSOESA and Zayo on July 1, 2019; however, the Master Service Agreement was perpetual and this Agreement is intended to expire on June 30, 2035.
2. **TERMINATION/CANCELLATION.** Any termination of this Agreement shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.
  - a. **Mutual Termination.** The Parties, by mutual written agreement, may terminate or cancel this Agreement at any time for any reason.
  - b. **Termination for Convenience/Without Cause.** A Party may terminate or cancel its participation in the Consortium at any time for any reason, with or without just cause, with at least one hundred twenty (120) calendar days prior to June 30 or the end of any one-year term, and this Agreement shall be terminated only with respect to the Party requesting termination or cancellation.
  - c. **Termination for Cause.** In the event that a Party materially fails to perform or comply with any provision of this Agreement, and fails to remedy the default within

ninety (90) calendar days after receipt of written notice of the default, PCSOESA shall have the right, at its sole option and upon written notice to the defaulting Party, to terminate the defaulting Party's participation in the Consortium, and this Agreement shall be terminated only with respect to that Party.

- d. Non-appropriation of Funds.** The Parties recognize and acknowledge that PCSOESA is a governmental entity and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of PCSOESA's obligations under this Agreement, then PCSOESA shall notify the Parties in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to the PCSOESA. Additionally, in the event a Party under this Agreement is a governmental entity and public funds are not appropriated for the performance of that Party's obligations under this Agreement, then the Party to whom public funds are not appropriated shall notify PCSOESA in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to the Party to whom public funds were not appropriated. If a Party's allocation of funds is reduced, then the scope of this Agreement may be reduced with respect to the Party to whom the allocation of public funds is reduced, if appropriate, or this Agreement may be cancelled with respect to the Party to whom the allocation of public funds is reduced without further duty or obligation.
- e. Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
- 3. EXTENSION.** The Parties, by mutual written agreement, may extend this Agreement at any time.
- 4. AMENDMENT.** The Parties, by mutual written agreement, may amend or supplement the terms of this Agreement at any time.
- 5. LOCAL EDUCATION AGENCY (LEA).** PCSOESA is designated as the Local Education Agency (LEA) and Fiscal Agent in the context of this Agreement and will provide staff to direct funding and provide program activities and services for the Consortium.
- 6. MEMBER(S) OF THE CONSORTIUM.** A Party may be referred to individually as a "Member of the Consortium" and the Parties may collectively be referred to as the "Members of the Consortium."

  - a. Consortium Lead Member or Consortium Leader.** PCSOESA is a Member of the Consortium and is designated as the Consortium Lead Member or Consortium Leader (hereinafter referred to as the "Consortium Leader").
  - b. Participating Member(s).** A school district, a charter school, a private school, a tribal school, a county free library district, a municipal library, a nonprofit and

public library, or a tribal library may request to be a Participating Member of the Consortium by approving and signing Appendix A to this Agreement whereby it agrees to become a Member of the Consortium and a Party to this Agreement and also agrees to comply with and be bound by the terms, conditions, covenants, obligations, and provisions of this Agreement and any later documents created by the Consortium and its members. If Appendix A is approved by the Consortium Leader, which will be evidenced by signature of the Pinal County School Superintendent, then the participating school district, participating charter school, participating private school, participating tribal school, participating county free library district, participating municipal library, participating nonprofit and public library, or participating tribal library is a Participating Member of the Consortium (hereinafter referred to as “**Participating Member**”). A sample Appendix A is attached to this Agreement.

7. **CONSORTIUM STEERING COMMITTEE.** The Consortium may set up a Steering Committee (hereinafter referred to as the “**Consortium Steering Committee**”) consisting of a representative from the Consortium Leader and representatives from the Participating Members. The Consortium Steering Committee will assist in the development and direction of the Consortium and related PCSOESA programs. The Consortium Steering Committee may create documents to assist in the development and direction of the Consortium for allowed purposes under Arizona law and for the purposes of the E-Rate program and/or other federal, state, and local programs to aggregate demand in order to lower prices and promote more efficient use of shared facilities activities and services. The Consortium Steering Committee will schedule no less than two meetings per year, one in October and one in March, and other meetings as deemed necessary by the Consortium Steering Committee or by a majority of the Members of the Consortium.
  
8. **SERVICES PROVIDED BY THE CONSORTIUM.** The Consortium shall purchase telecommunications and infrastructure services, supplies, and equipment with funds obtained by the Consortium or PCSOESA through the E-Rate program and/or other federal, state, and local programs under this Agreement for allowed purposes under federal and Arizona law to aggregate demand in order to lower prices and promote more efficient use of shared facilities, services, supplies, and equipment to the Members of the Consortium, including, but not limited to, the following:
  - a. Fiber optic installation and maintenance;
  - b. Internet services (connectivity to the Internet);
  - c. WAN (wide area network) services;
  - d. Cybersecurity;
  - e. Wi-Fi networks and services;
  - f. Hot spots; and

- g.** Other telecommunications and infrastructure services, supplies, and equipment, including, without limitation, routers, cabling, switches, modems, management, repair, upkeep, and connectivity supplies, equipment, services, and programs.

**9. RESPONSIBILITIES OF THE CONSORTIUM LEADER.** The Consortium Leader shall:

- a.** Ensure that necessary certifications are made and respond to USAC inquiries on behalf of the Consortium and its members during both pre- and post-commitment processes and responsibilities;
- b.** Obtain a unique identifying number or entity number from SAM.gov, USAC, or any other entity, if required, for participation in the Consortium, including, without limitation, the E-Rate program, and/or obtain an entity number specific to the billed entity role called Billed Entity Number or BEN, if required, if the Consortium Leader pays a service provider for products and/or services delivered to eligible schools and libraries;
- c.** Retain a Letter of Agency (LOA), if required, or other documentation from the Consortium Members to demonstrate that that Consortium Members were aware of, and had expressly authorized, the actions that would be taken on their behalf by the Consortium Leader;
- d.** Perform a cost allocation to ensure that only the eligible entities receive the benefit of the E-Rate and/or other federal, state, and local programs discounted services if services are shared by both eligible and ineligible entities;
- e.** Coordinate the services provided by the Consortium and the provision of E-Rate services and/or other services to the Members of the Consortium;
- f.** Act as the fiscal agent and LEA for the Consortium;
- g.** Provide accounting to the Consortium of its fiscal agent and LEA duties and activities;
- h.** Provide a representative to the Consortium Steering Committee for each term of one (1) school year (July 1 through June 30) who shall attend the scheduled meetings of the Consortium Steering Committee; and
- i.** Establish and maintain appropriate funds with the Pinal County Treasurer to pay for services for the Consortium, including, but not limited to, as follows:
  - 1)** Employment of personnel needed to provide the services and activities of the Consortium, which may include a Business Manager;
  - 2)** Available office space for PCSOESA Associate Superintendent and Educational Service Specialists for the Consortium;

- 3) Payroll functions and activities, including maintenance of records for sick leave, vacation, and other benefit entitlements and reimbursement of approved travel expenses;
- 4) Bidding and purchasing of supplies and equipment in conformity with applicable statutes and regulations, including the Pinal County Procurement Code and related policies; and
- 5) Normal and customary consortium and administrative services, including but not limited to printing, duplicating, word processing, accounting, and access to resource library, purchasing, and postage.

**10. RESPONSIBILITIES OF A PARTICIPATING MEMBER.** A Participating Member shall:

- a. Ensure this Agreement and the Consortium complies with its statutory and regulatory requirements, including procurement, and applicable policies;
- b. Obtain a unique identifying number or entity number from SAM.gov, USAC, or any other entity, as required, for participation in the E-Rate program and/or other federal, state, and local programs;
- c. Pay to the Consortium within thirty (30) calendar days of receipt of an invoice from the Consortium or the Consortium Leader in accordance with spreadsheets or any other documentation from the Consortium, the Consortium Leader, or PCSOESA, and in accordance with Exhibit 1 to Appendix A, which sets forth the Cost Allocation Guidance, including, but not limited to, port fees, ordered bandwidth costs, and consortium fees of a Participating Member. A sample Exhibit 1 to Appendix A is attached to this Agreement. Exhibit 1 to Appendix A, spreadsheets, and other documentation may be revised by the Consortium, the Consortium Leader, or PCSOESA from time-to-time;
- d. Provide a representative to the Consortium Steering Committee for each term of one (1) school year (July 1 through June 30) who shall attend the scheduled meetings of the Consortium Steering Committee;
- e. Provide a representative to the Consortium Steering Committee for development and planning of programs for the Consortium; and
- f. Cooperate with PCSOESA and execute any resulting documents or follow-on or additional agreements that might be required under the E-Rate program and/or other federal, state, and local programs to keep the Consortium in compliance with applicable laws and regulations.

**11. ADDITIONAL FUNDING.** The Consortium or a Party may apply for additional funding from federal, state, local, and other sources to enhance services and increase programs for the Consortium and the Members of the Consortium.

12. **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:

**To PCSOESA:**

Physical address: Pinal County School Office ESA, 75 Bailey St., Florence, AZ 85132

Mailing address: Pinal County School Office ESA, P.O. Box 769, Florence, AZ 85132

PCSOESA shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof by the Consortium Leader to Participating Members.

**To a Participating Member:**

A Participating Member will provide the Consortium Leader with its physical and mailing address either below its signature block on Appendix A or by separate notice to the Consortium Leader.

A Participating Member 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 Consortium Leader.

13. **INSURANCE.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
14. **MUTUAL INDEMNIFICATION.** To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the Parties shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. This Section shall survive expiration or termination of this Agreement.
15. **RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be deemed or construed as creating an employment or fiduciary relationship between the Parties. No Party’s employees shall be considered employees of another Party, and no 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 a Party to its employees. No Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of another Party, including (without limitation) the other Party’s obligations to withhold Social Security and income taxes for a Party or any of its employees.

16. **WORKERS' COMPENSATION.** Each Party will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the protocol in place, each Party is solely responsible for the payment of Workers' Compensation benefits for its employees.
17. **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 a Party, the Parties, or the Consortium. This Agreement is not intended to benefit any third party.
18. **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.
19. **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 Parties. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.
20. **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.
21. **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 a corporation, company, partnership, firm, association or society, as well as a natural person.
22. **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 all Parties had jointly prepared it.
23. **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.



24. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.** The Parties hereby warrant that they will, at all times, during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “**State and Federal Immigration Laws**”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement, and any addenda thereto, to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
25. **FINGERPRINT AND E-VERIFY.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
26. **NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.** The Parties shall comply with State Executive Orders 2023-01 and 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. The Parties shall comply with all applicable state executive orders and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. § 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
27. **GOVERNING LAW.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. Any changes in the governing laws, rules, and regulations that do not materially affect the Parties’ obligations under this Agreement during the Term of this Agreement will apply but will not require an Amendment.

- 28. 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 the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) calendar days of the initiation of negotiations, then a Party may terminate this Agreement upon written notice to the other Parties.
- 29. 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.
- 30. ALTERNATIVE DISPUTE RESOLUTION.** 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.
- 31. 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.
- 32. WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01.** If a Party engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, the Party 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.
- 33. WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-394.** If a Party engages in for-profit activity and has 10 or more full-time employees, the Party certifies that it does not currently, and agrees for the duration of this Agreement 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 the Party becomes aware during the term of this Agreement that the Party is not in compliance with this written certification, the Party shall notify the Parties within five (5) business days after becoming aware of the noncompliance. If the Party does not provide the Parties with a written certification that the Party has remedied the noncompliance within one hundred eighty (180) calendar days after notifying the Parties of the noncompliance, this Agreement shall terminate with respect to the Party, except that if this Agreement's termination date occurs before the end of the remedy period this Agreement shall terminate on this Agreement's termination date.

- 34. FINANCIAL AND COMPLIANCE AUDITS.** If a Party is a non-profit corporation, it shall provide appropriate financial reports in accordance with A.R.S. § 11-624. A Party that is a non-profit corporation agrees to allow PCSOESA to conduct financial monitoring and audits of a Party that is a non-profit corporation, and a Party that is a non-profit corporation agrees to cooperate fully with any financial monitoring or audits PCSOESA conducts or requires. A Party that is a non-profit corporation agrees at all times, both during and after expiration or termination of this Agreement, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations. This Section shall survive expiration or termination of this Agreement.
- 35. 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.
- 36. ENTIRE AGREEMENT.** This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes 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.
- 37. 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 e-mail, 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.
- 38. 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.

**APPROVALS**

**IN WITNESS WHEREOF**, PCSOESA, the Consortium Leader, has caused this Agreement to be executed by its duly authorized officials and has affixed its signature to this Agreement on the date written below. A Participating Member will hereafter agree to the terms, conditions, covenants, obligations, and provisions of this Agreement by causing Appendix A to this Agreement to be executed by its duly authorized officials and by affixing its signature to Appendix A to this Agreement on the date written on Appendix A to this Agreement. In order for Appendix A to be valid, it must be approved by the Consortium Leader, which will be evidenced by signature of the Pinal County School Superintendent.

**PCSOESA, the Consortium Leader:**  
Pinal County, a political subdivision of the State of Arizona

\_\_\_\_\_  
Chair  
Pinal County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Natasha Kennedy, Clerk of the Board  
Pinal County Board of Supervisors

**APPENDIX A**  
**to Agreement for Pinal County Technology Consortium Operations**

**Participating Member: City of Apache Junction, an Arizona municipal corporation**

By causing this Appendix A to the Agreement for Pinal County Technology Consortium Operations to be executed by its duly authorized officials and affixing its signature below, City of Apache Junction is hereby requesting that the Apache Junction Public Library be a Participating Member of the Pinal County Technology Consortium and the City of Apache Junction agrees to be a member of the Pinal County Technology Consortium and a Party to the Agreement for Pinal County Technology Consortium Operations and further agrees to comply with and be bound by the terms, conditions, covenants, obligations, and provisions of the Agreement for Pinal County Technology Consortium Operations and any later documents created by the Pinal County Technology Consortium and its members. The Agreement for Pinal County Technology Consortium Operations effective July 1, 2024, is hereby incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

\_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

Physical and mailing address:  
Apache Junction Public Library  
1177 N. Idaho Rd.  
Apache Junction, AZ 85119

**Approval of the Consortium Leader:**

Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency (PCSOESA), the Pinal County Technology Consortium Leader, hereby approves this Appendix A.

\_\_\_\_\_  
By: Jill Broussard, Pinal County School Superintendent

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

**EXHIBIT 1 TO APPENDIX A  
to Agreement for Pinal County Technology Consortium Operations**

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**Cost Allocation Guidance**

	<b>Bandwidth</b>	<b>Cost of Bandwidth</b>	<b>Consortium Fee</b>
<b>Wide Area Network</b>	10 Gbps at each consortium members site	Flat rate of \$60 per month after E-Rate subsidy	No consortium fee collected for WAN service
<b>Internet</b>	Consortium members choose how much Internet bandwidth is needed (10 Gbps = 10,000 Mbps)	Cost of bandwidth for E-Rate eligible members is \$0.05 per Mbps after E-Rate subsidy, for non-E-Rate eligible members is \$0.35 per Mbps at contract cost	Cost of consortium fee is \$0.05 per Mbps for all consortium members