AMENDMENT #1 TO THE AGREEMENT FOR E-RATE SERVICES
BETWEEN PINAL COUNTY
THROUGH PINAL COUNTY SCHOOL OFFICE EDUCATION SERVICE AGENCY
AND YAVAPAI COUNTY
THROUGH THE YAVAPAI COUNTY SCHOOL SUPERINTENDENT

THIS AMENDMENT #1 to the Agreement for E-Rate Services (hereinafter referred to as this "AMENDMENT #1") 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 (hereinafter referred to as "PCOESA"), and Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS"). PCOESA and YCSS may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties have previously entered into an Agreement for E-Rate Services with an effective date of July 1, 2024, through June 30, 2027 (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Parties wish to amend Sections 3 and 6 of the Agreement (pursuant to paragraph 32 of the Agreement) in their entirety; and,

WHEREAS, this AMENDMENT #1 is hereby made a part of, and incorporated into this Agreement, as though fully set forth therein; and,

WHEREAS, it is the intent of the Parties by executing this AMENDMENT #1 that the Agreement is modified or supplemented by the terms set forth in this AMENDMENT #1, that it conforms to the terms and conditions of the Agreement, and that it conforms to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance.

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, PCOESA and YCSS, intending to become legally bound, agree as follows:

Sections 3 and 6 of the Agreement are hereby amended and replaced in their entirety as follows:

3. Scope of Services.

3.1 YCSS shall consult with and guide PCSOESA on PCSOESA's E-Rate application for FY 2024-25, 2025-26, and 2026-27.

3.2 YCSS shall provide PCSOESA with information on and assistance with the E-Rate process and share technical advice on related services and equipment.

3.3 With respect to E-Rate Services procurement, YCSS shall:

3.3.1 Prepare bid documents and contract documents necessary to procure and contract for E-Rate Services;

3.3.2 Assist PCSOESA in publishing the call for bids;

3.3.3 Assist PCSOESA with compliance with federal and state procurement regulations; and

3.3.4 Assist PCSOESA in scoring and evaluating all bids received.

3.4 YCSS shall assist PCSOESA in filing, which may include the YCSS filing the forms on behalf of PCSOESA, the following E-Rate forms: Form 470, 471, 472 (BEAR), 486, and any necessary extension letters, appeals, and/or other related forms.

3.5 YCSS shall assist PCSOESA with Program Integrity Assurance (PIA) review of Federal Communications Commission (FCC) forms filed by PCSOESA.

3.6 YCSS shall assist PCSOESA with its determination on reasonable means and methods to obtain the maximum E-Rate discount allowed in accordance with governing rules and regulations.

3.7 YCSS shall assist PCSOESA with its determination on reasonable means and methods to reduce and minimize costs for both E-Rate eligible and ineligible services.

3.8 YCSS shall perform all other reasonable, customary, and lawful E-Rate tasks to assist PCSOESA during this Agreement's term, including submission of forms online or signing forms as needed.

3.9 YCSS makes no promises or guarantees to PCSOESA with respect to available E-Rate Services and any discounts and/or reimbursements payable to PCSOESA. If the FCC and/or SLD requests any adjustments from PCSOESA and/or requests any adjustments to any discounts and/or reimbursements made to PCSOESA, such adjustments are the sole responsibility of PCSOESA.

3.10 YCSS shall assist PCSOESA with the FCC Cybersecurity 3 year pilot program for the 3 years of this Agreement. The Schools and Libraries Cybersecurity Pilot Program will provide up to $200 million to selected participants over a three-year term to purchase a wide variety of cybersecurity services and equipment. Interested schools, libraries and consortia of schools and libraries can apply to participate in the Pilot Program through a two-part process. The FCC expects to initiate this process by opening a Pilot Program application window the fall of 2024. In Part One of the application, applicants will be required to provide general information about the schools and libraries seeking support, including applicants' experience with

cybersecurity matters; whether they expect to implement cybersecurity recommended best practices; and their current or expected use of free or low-cost federal resources. Applicants will also be required to provide information about the proposed Pilot project, including a description of the goals and objectives to be achieved; the services and equipment to be purchased (and associated costs); and the cybersecurity risks the proposed Pilot project will prevent or address. The number of participants is limited, if selected to participate in the Pilot Program, participants will be required to provide more detailed information about their cybersecurity experiences. For example, in Part Two of the application, participants will be required to provide information regarding their current cybersecurity posture, including how the school or library is currently managing and addressing cybersecurity risks through prevention and mitigation tactics; history of cyber threats and attacks (within a year of the date of the application); current cybersecurity training policies and procedures; and cybersecurity challenges faced. There is no guarantee that PCSOESA will be selected as one of the entities that will receive this funding.

6. **Payment and Consideration.** Within thirty (30) days after YCSS invoices PCSOESA, PCSOESA shall pay YCSS the invoiced amount for all services provided under this Agreement not to exceed the following:

   $5000.00 for FY 2024-25.
   $5000.00 for FY 2025-26.
   $5000.00 for FY 2026-27.
   $125 per hour for work performed in support of the FCC Cybersecurity Pilot Program, up to a maximum of 30 hours or $3,750.00, for the term of this Agreement.

Except as specifically provided in this AMENDMENT #1, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of a conflict between any provision of this AMENDMENT #1 and any provision of the Agreement, the provisions of this AMENDMENT #1 shall control.

APPROVALS

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #1 to be executed by their duly authorized officials and have affixed their signatures to this AMENDMENT #1 on the date written below.

PCSOESA: Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency

Jill M. Broussard

Date: 10/29/24

Jill Broussard, Pinal County School Superintendent

APPROVED BY:

_____ Date: _____

Mike Goodman, Chairman
Pinal County Board of Supervisors

ATTEST:

_____

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

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to Pinal County.

Joy L. Biedermann for _____ Date: 29 October 2024

April Holley, Deputy Pinal County Attorney

YCSS: Yavapai County through the Yavapai County School Superintendent also known as the Yavapai County Education Service Agency

_____ Date: _____

Tim Carter
Yavapai County School Superintendent

APPROVED BY:

_____ Date: _____

Craig L. Brown, Chairman
Yavapai County Board of Supervisors

ATTEST:

_____

Jayme Rush, Clerk of the Board
Yavapai County Board of Supervisors

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to Pinal County.

_____ Date: _____

Steven G. Clark
Deputy Yavapai County Attorney