PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY LIBRARY DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, January 8, 2025

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD
(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

* A. Discussion/approval/disapproval of Minutes from the October 30, 2024, Board of Directors Library District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of the "Agreement for Pinal County Technology Consortium Operations 2024-2035" between Pinal County through the Pinal County School Office Education Service Agency, a political subdivision of the State of Arizona (hereinafter referred to as "PCSOESA"), and the Pinal County Free Library District. (Shawn Flecken/Cathy Whalen)

* C. Discussion/approval/disapproval of signing the Letter of Agency which will give Pinal County School Office Education Service Agency (PCSOESA) authority to submit e-Rate reports and reimbursement requests on behalf of the Library District, through the Pinal County Technology Consortium. (Shawn Flecken/Cathy Whalen)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with

disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

January 8, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from the October 30, 2024, Board of Directors Library District Meeting. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Minutes LD

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY LIBRARY DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, October 30, 2024
10:50 AM

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
Click Here to View the Library District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Library District Board of Directors convened at 10:50 a.m. this date. The meeting was called to order by Chairman Goodman.

Members Present: Chairman Mike Goodman; Vice-Chairman Jeffrey McClure; Director Stephen Q. Miller; Director Jeff Serdy

Members Present Telephonically: Director Kevin Cavanaugh

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Goodman asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved the Pinal County Library District Board of Directors Agenda Consent Items A through D as presented

Motion Made By: Supervisor McClure Seconded By: Supervisor Miller

To approve the Pinal County Library District Board of Directors Agenda Consent Items A through D as presented.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

Chris Keller, Chief Civil Deputy County Attorney advised the Board and public regarding Consent Items B and C, these will come back before the Board of Supervisors at a Regular Session for Board Action.

* A. Discussion/approval/disapproval of Minutes from the June 19, 2024, Board of Directors Library District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of agreement between Pinal County and Pinal County Library District for Quit Claim Deed transfer of property at 92 W. Butte Avenue in Florence (parcel #200-44-038B) from the Pinal County Library District to Pinal County. (Shawn Flecken/Cathryn Whalen)

* C. Discussion/approval/disapproval of Lease Agreement between Pinal County and Pinal County Library District for property at 92 W. Butte Avenue in Florence (parcel #200-44038B). (Shawn Flecken/Cathryn Whalen)

* D. Discussion/approval/disapproval of Award SGIA 25-A-12 under the FY24-25 State Grants-in-Aid Program between the Arizona State Library and the Pinal County Library District, through the Pinal County Board of Supervisors, beginning July 1, 2024, ending June 30, 2025, for $25,000. This grant will be used by the Library District to distribute funding to all affiliate libraries for resource sharing, extended services, continuing education, postage, outreach, automation, supplies, library programs, and library materials. Budget capacity currently exists in the Library's budget. (Shawn Flecken/Cathryn Whalen)

10:52 a.m. – Chairman Goodman adjourned the October 30, 2024, Pinal County Library District Board of Directors Meeting and convened the Pinal County Public Health Services District Board of Directors Meeting.

PINAL COUNTY
LIBRARY DISTRICT
BOARD OF DIRECTORS

_____
Mike Goodman, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: January 8, 2025

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

January 8, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 75

Dept. #: 357

Dept. Name: Library

Director: Shawn Flecken (interim)

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the "Agreement for Pinal County Technology Consortium Operations 2024-2035" between Pinal County through the Pinal County School Office Education Service Agency, a political subdivision of the State of Arizona (hereinafter referred to as "PCSOESA"), and the Pinal County Free Library District. (Shawn Flecken/Cathy Whalen)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

This consortium allows the Library District to take advantage of E-Rate funding for internet access. The consortium provides the service and charges the library district a rate-reduced subscription price, then submits E-Rate reports and reimbursement requests on behalf of the consortium.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

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.

MOTION:

Approve renewal of the Pinal County Technology Consortium and authorize signature of the Agreement for Pinal County Technology Consortium Operations 2024-2035, as well as Appendix A, which makes the Pinal County Free Library District a member of the consortium.

History

Time	Who	Approval
12/24/2024 9:30 AM	County Attorney	Yes
12/24/2024 12:08 PM	Budget Office	Yes
12/30/2024 12:42 PM	County Manager	Yes

ATTACHMENTS:

Click to download
Agreement for Pinal County Technology Consortium Operations 2024-2035
Appendix A of the Agreement for Pinal County Technology Consortium Operations
Consortium Agreement Cover Memo

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

_____ Date: _____
Chair
Pinal County Board of Supervisors

ATTEST:

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

APPENDIX A
to Agreement for Pinal County Technology Consortium Operations

Participating Member: _____

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, _____ is hereby requesting to be a Participating Member of the Pinal County Technology Consortium and 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.

_____ Date: _____
Signature of Authorized Agent

_____
Printed Name and Title

Physical and mailing address:
_____
_____
_____
_____
_____
_____

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.

_____ Date: _____
By: Jill Broussard, Pinal County School Superintendent

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

Cost Allocation Guidance

	Bandwidth	Cost of Bandwidth	Consortium Fee
Wide Area Network	10 Gbps at each consortium members site	Flat rate of $60 per month after E-Rate subsidy	No consortium fee collected for WAN service
Internet	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

APPENDIX A
to Agreement for Pinal County Technology Consortium Operations

Participating Member: Pinal County Free Library District, a political taxing subdivision of the State of Arizona

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, Pinal County Free Library District is hereby requesting that it and its branch libraries at Arizona City Community Library and San Tan Valley Library be Participating Members of the Pinal County Technology Consortium. The Pinal County Free Library District and its branch libraries at Arizona City Community Library and San Tan Valley Library agree to be a members of the Pinal County Technology Consortium and Parties to the Agreement for Pinal County Technology Consortium Operations and further agree 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.

_____ Date: _____

Chair
Pinal County Free Library District Board of Directors

ATTEST:

_____

Natasha Kennedy, Clerk of the Board
Pinal County Free Library District Board of Directors

Physical and mailing address:

Pinal County Free Library District	Arizona City Community Library	San Tan Valley Library
31 N. Pinal Street	13254 Sunland Gin Rd.	31505 N Schnepf Rd.
Florence, AZ 85132	Arizona City, AZ 85123	San Tan Valley, AZ 85140

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.

_____ Date: _____

By: Jill Broussard, Pinal County School Superintendent

EXHIBIT 1 TO APPENDIX A

to Agreement for Pinal County Technology Consortium Operations

Cost Allocation Guidance

	Bandwidth	Cost of Bandwidth	Consortium Fee
Wide Area Network	10 Gbps at each consortium members site	Flat rate of $60 per month after E-Rate subsidy	No consortium fee collected for WAN service
Internet	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

Shawn Flecken
Interim Director
Library District

PINAL COUNTY

Leo Lew
County Manager

Cathryn Whalen
Deputy County Manager

December 24, 2024

Pinal County Library District Board of Directors

RE: Pinal County Technology Consortium Agreement and Letter of Agency

The Library District has for several years been part of a consortium agreement with the Pinal County School Office Education Service Agency, for the purpose of purchasing telecommunications and infrastructure services, supplies, and equipment with funds obtained by the Consortium or PCSOESA through the E-Rate program, as well as 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.

In essence, the consortium provides Internet access to the Library District and its public library branches at a monthly rate that reflects the E-Rate subsidized cost, then submits E-Rate reports and reimbursement requests on behalf of the Library District, through the consortium. This arrangement allows the Library District to take advantage of E-Rate discounts without the need to track and report usage data or submit annual requests for E-Rate reimbursements. The Consortium Agreement expires in 2024 and now needs to be renewed.

The Library District requests that the Board approve and sign the Agreement for Pinal County Technology Consortium Operations, as well as Appendix A, which makes the Pinal County Free Library District a member of the consortium. In addition, the Library District also asks the Board to approve and sign the Letter of Agency, which will give PCSOESA authority to submit e-Rate reports and reimbursement requests through the consortium, on behalf of the Library District.

Sincerely,

Shawn M. Flecken, Interim Director
Pinal County Library District

Library District

92 W. Butte Avenue, Florence, AZ 85132
T 520-866-6457 F 520-866-6533

www.pinal.gov

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

January 8, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 75

Dept. #: 357

Dept. Name: Library District

Director: Shawn Flecken (Interim)

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of signing the Letter of Agency which will give Pinal County School Office Education Service Agency (PCSOESA) authority to submit e-Rate reports and reimbursement requests on behalf of the Library District, through the Pinal County Technology Consortium. (Shawn Flecken/Cathy Whalen)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

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.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

The Letter of Agency confirms the Pinal County Free Library District and its branch libraries at Arizona City Community Library and San Tan Valley Library ("The "Library") participation in and representation by the Pinal County Technology Consortium and Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency (PCSOESA) for the procurement of services and products, including affordable telecommunications, Internet access, and related equipment. It also authorizes PCSOESA to submit applicable Federal Communications Commission (FCC) Forms 470, 471, 472/474, 486, 498, 500, SPIN Change and Service Substitution Requests, and other applicable forms for E-rate to the Universal Service Administrative Company (USAC) on behalf of The Library.

MOTION:

Approve and sign the Letter of Agency with the Pinal County Technology Consortium.

History

Time	Who	Approval
12/24/2024 9:31 AM	County Attorney	Yes
12/24/2024 12:08 PM	Budget Office	Yes

12/30/2024 1:27 PM	County Manager	Yes
12/30/2024 4:39 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
Letter of Agency

Pinal County
School Office
Supporting Schools, Shaping Tomorrow

Letter of Agency

Pinal County Technology Consortium
Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency
75 Bailey St.
Florence, AZ 85132

RE: Letter of Agency for funding years from July 1, 2024, through June 30, 2035

This Letter of Agency confirms the Pinal County Free Library District, a political taxing subdivision of the State of Arizona, and its branch libraries at Arizona City Community Library and San Tan Valley Library (hereinafter referred to collectively as "The "Library") participation in and representation by the Pinal County Technology Consortium and Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency (hereinafter referred to as "PCSOESA") for the procurement of services and products, including affordable telecommunications, Internet access, and related equipment. I hereby authorize PCSOESA to submit applicable Federal Communications Commission (hereinafter "FCC" or "Commission") Forms 470, 471, 472/474, 486, 498, 500, SPIN Change and Service Substitution Requests, and other applicable forms for E-rate to the Universal Service Administrative Company (USAC) on behalf of The Library.

I understand that, in submitting these forms on The Library's behalf, PCSOESA is making certifications for The Library. By signing this Letter of Agency, I make the following certifications:

(a) I certify that The Library is a library eligible for support because it is eligible for assistance from a State Library administrative agency under the Library Services and Technology Act, that it does not operate as for-profit businesses, and whose budgets are completely separate from any schools (including, but not limited to elementary, secondary schools, colleges, or universities).

(b) I certify that The Library has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services and products from funds to which access has been secured in the current funding year.

(c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 CFR § 500, and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by Commission's rules at 47 CFR § 54.513.

(d) I certify that The Library has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could also result in civil or criminal prosecution by the appropriate law enforcement authorities.

(e) I acknowledge that the discount level used for shared services is conditional for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

(f) I certify that I will retain required documents for a period of at least ten (10) years after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission's rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

(g) I certify that I am authorized to order the eligible equipment and services, including telecommunications and other supported services, for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted equipment and/or services under this Letter have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone and that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

(h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

(i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider(s). I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

(j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to PCSOESA for The Library's participation in the E-Rate program is accurate and true.

The duration term applicable to this Letter of Agency, as agreed upon in the Agreement for Pinal County Technology Consortium Operations and other agreements with PCSOESA, is for 11 years and shall be effective from July 1, 2024, through June 30, 2035.

The Library: Pinal County Free Library District and its branch libraries at Arizona City Community Library and San Tan Valley Library

_____ Date: _____
Chair, Pinal County Free Library District Board of Directors

ATTEST:

_____ Date: _____
Natasha Kennedy, Clerk of the Board

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

January 8, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

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No Attachments Available

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

January 8, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, January 8, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at **ClerkoftheBoard@pinal.gov** for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 3, 2025, around 11:00 AM the Regular Agenda, Library District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

SIGNED this 3rd day of January, 2025

/s/ **Natasha Kennedy**
Clerk of the Board of Supervisors
Pinal County, Arizona