

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY SCHOOLS OFFICE EDUCATION SERVICE AGENCY
TECHNOLOGY CONSORTIUM
AND
CENTRAL ARIZONA COLLEGE**

This Intergovernmental Agreement ("IGA"), is entered into this 1st day of July , 2020 between the Pinal County School Office Educational Service Agency Technology Consortium ("Consortium") and the governing board or authorized representative of the aforementioned Ineligible E-Rate Entity ("Ineligible E-Rate Entity"). Each may be referred to in this IGA as a "Party" and collectively as the "Parties."

RECITALS

1. The Pinal County Superintendent of Schools, in collaboration with the Arizona Department of Education and other state agencies, is required under A.R.S. § 15-301, *et seq.*, to provide assistance to school districts on the use of student data, staff development, curriculum alignment and technology to improve student performance, and particularly, may also establish service programs available to any county free library district, municipal library, local school district governing board, nonprofit and public library, private school or tribal school officially requesting such programs. A.R.S. § 15-365.
2. The Office of the Pinal County Schools Superintendent is designated as a local education service agency, the Pinal County School Office Educational Service Agency ("PCSOESA"), for the purpose of serving as an educational service agency that is eligible to receive and spend local, state and federal monies to provide programs and services in Pinal County.
3. All school districts, schools, public libraries or public library districts, and ineligible E-Rate Program state organizations or public sector government entities that participate in this IGA shall be members of this Pinal County Technology Consortium that was formed in 2019 for the purpose of providing general terms, conditions, and framework within which the Consortium members can purchase telecommunications and infrastructure from Zayo Group LLC ("Zayo"), with funds obtained by PCSOESA through the United States Federal Communications Commission Universal Service Fund commonly known as the "E-Rate Program" ("E-Rate") or as an Ineligible E-Rate Entity pursuant to E-Rate Program rules that is permitted take advantage of lower contract prices often associated with consortia bulk-buying.

4. The aforementioned Ineligible E-Rate Entity is not an eligible participant in the FCC E-Rate Program.
5. The Ineligible E-Rate Entity entering into this IGA desires to procure Internet service only ("IP and WAN") with the Consortium acting solely as agent for the Ineligible E-Rate Entity Consortium Member insofar under FCC E-Rate Program Rules and Guidelines.
6. The Ineligible E-Rate Entity is authorized to carry out all activities included in this IGA to the extent permitted by FCC E-Rate Program Rules and Guidelines.

THE PARTIES AGREE AS FOLLOWS:

1. TERM

The initial term of this IGA shall be in effect for a period of five (5) years from its effective date of July 1, 2020, to June 30, 2025, in conjunction with the initial term of the Master Service Agreement ("MSA") entered into between PCSOESA and Zayo unless terminated earlier as provided in this IGA, and shall automatically renew for one (1) year periods thereafter until either Party notifies the other Party of its intent not to renew this IGA at least ninety (90) days prior to the end of the initial or a renewed term.

2. ADDITIONAL PARTIES

Additional ineligible E-Rate entities may be added as parties to this IGA after commencement of this IGA.

3. TECHNOLOGY CONSORTIUM STEERING COMMITTEE

The Consortium will utilize the Technology Consortium Steering Committee, consisting of representatives from PCSOESA and participating members of the Consortium, to assist in the development and direction of technology goals. The Technology 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.

4. SERVICES PROVIDED TO THE INELIGIBLE E-RATE ENTITY

Pursuant to this IGA, the Consortium will coordinate the provision of services through the Zayo MSA to the Ineligible E-Rate Entity as to the following services:

- A. Internet Services (Connectivity to the Internet)
- B. WAN (wide area network) services between the Consortium Members and the Ineligible E-Rate Entity.

5. RESPONSIBILITIES OF THE INELIGIBLE E-RATE ENTITY

- A. Pay to PCSOESA: Internet \$.40 per MB per month. (Based on ordered bandwidth).
- B. Pay to Zayo: WAN services (10 GB Private Network).
- C. Provide a representative to the Technology Consortium Steering Committee for the term of One (1) school year, who shall attend the scheduled meetings of the Technology Consortium Steering Committee.

6. RESPONSIBILITIES OF THE CONSORTIUM

The Consortium assumes the following duties and responsibilities:

- A. Employ personnel needed to provide the services and activities of the Technology Consortium.
- B. Make available office space for Technology Consortium personnel, if necessary.

7. ADDITIONAL FUNDING

PCSOESA may apply for additional funding from federal and state sources to enhance services and increase programs for Consortium members.

8. TERMINATION

In the event that either Party materially fails to perform or comply with any provision of this IGA, and fails to remedy the default within 90 days after receipt of written notice of the default, the non-defaulting Party shall have the right, at its sole option and upon written notice to the defaulting Party, to terminate this IGA. The Consortium or Ineligible Entity may, at any time and without cause, cancel this IGA by providing a 90-day notice to the members of its intent to cancel. In the event of such cancellation, the Ineligible Entity's only obligation to the Consortium shall be payment for any services rendered prior to termination. Notwithstanding the foregoing, if either Party's performance under this IGA depends upon the appropriation of funds, then either Party may provide written notice of the failure to make such appropriation to the other Party and terminate this IGA without further obligation.

9. DISPOSITION OF PROPERTY

Any usable property remaining at the termination of this IGA, acquired solely for the purposes of this IGA and by the use of funds derived through this IGA, which was not otherwise assigned at the time of purchase, will become property of the Consortium in accordance with any applicable federal or state laws or regulations, or terms of funding of the purchase.

10. NOTICES

In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and (a) sent by

certified United States mail, postage prepaid, return receipt requested, or (b) sent by way of a recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day, and be sent to the following mailing addresses:

Pinal County Schools Office ESA
PO Box 769
Florence, AZ 85132

Central Arizona College
8470 N. Overfield Rd.
Coolidge, AZ 85128

11. CLAIMS AND DISPUTES

In the event the Parties are unable to reach agreement on any disputed matters, compliance with applicable claims statutes shall be required.

This Agreement shall be construed and enforced in accordance with, and the validity and performance of this Agreement shall be governed by the laws of the State of Arizona.

Prior to instituting any litigation under this Agreement, the Parties will attempt to resolve any disputes in good faith between designated representatives for each Party. If the Parties fail to resolve, at the operational level, any dispute arising out of the Agreement, either Party may invoke the procedures set forth in this Section by written notice to the other Party. Within ten (10) days after receipt of a written notice describing the nature of the dispute, the receiving Party shall submit to the other Party a written response. Each Party shall include in the notice or response, as applicable, (1) a statement of its position with respect to the dispute, and (2) the name of a representative to serve as such Party's representative. The representatives shall meet in person or by phone at a mutually acceptable time, place and manner within ten (10) days of the receipt of the response. Each Party promptly shall gather and furnish in good faith to the other Party any and all information with respect to the dispute which such Party believes to be appropriate and germane thereto. If the Parties cannot resolve the dispute within 30 days following the initial meeting, either Party may avail itself of its rights and remedies available in law or equity.

12. PREVAILING PARTY

In the event that suit is brought or an attorney is retained by either Party to enforce the terms of this Agreement, or to collect any money as due under this IGA or to collect any money damages for breach hereof, the prevailing Party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

13. CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated here by reference.

14. NONDISCRIMINATION

The Consortium and the Ineligible E-Rate Entity shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

15. E-VERIFY/IMMIGRATION

The Consortium and the Ineligible E-Rate Entity hereby warrant and represent to each other that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations.

16. INDEMNITY

To the extent allowed by law, the Consortium and the Ineligible E-Rate Entity shall each indemnify the others for the acts or omissions of its own officers, agents, or employees acting in the course or scope of their employment that may lead to any claims, liability, loss, or expense brought against the other party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of any claim.

17. SEVERABILITY

If any one or more provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained in this Agreement.

18. ENTIRE AGREEMENT

This IGA states the entire agreement between the Parties concerning its subject matter and supersedes all related prior oral and written negotiations and understandings. This IGA may not be amended except by mutual written agreement of the Parties.

19. EXECUTION

This IGA may be executed in counterparts, which together constitute the original.

20. CERTIFICATION OF AUTHORITY

Each of the signatories to this IGA certifies that he or she has the authority to sign the IGA on behalf of his or her respective Party.

IN WITNESS WHEREOF, this IGA is entered into effective this _____ day of _____, 2020.

Pinal County Board of Supervisors

By: _____ Date: _____
Chairman

Printed Name

**Pinal County School Office Educational Service Agency
On Behalf of the PCSOESA Technology Consortium**

By: Jill Broussard Date: October 6, 2020
Jill Broussard
Pinal County Schools Superintendent

Central Arizona College (Ineligible E-Rate Entity)

By: Chris Wodka Date: 10/27/2020
Digitally signed by Chris Wodka
DN: cn=Chris Wodka, o=Central Arizona College,
ou=Finance Department,
email=chris.wodka@centralaz.edu, c=US
Date: 2020.10.27 13:02:27 -07'00'

Authorized Representative Printed Name: Chris Wodka

The undersigned attorneys have determined that this Agreement is in proper form and is within the power and authority of the respective Parties under the laws of the State of Arizona.

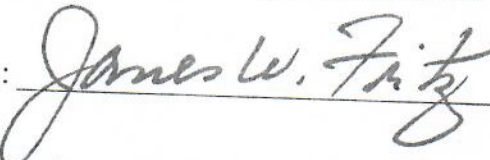
Pinal County Board of Supervisors

By: 

Date: 10-7-20

Kevin Costello
Deputy County Attorney
Attorney for Pinal County Board of Supervisors

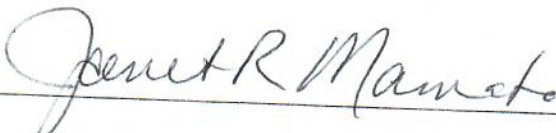
PCSOESA Technology Consortium

By: 

Date: 10/7/2020

James W. Fritz
Deputy County Attorney
Attorney for PCSOESA Technology Consortium

Central Arizona College (Ineligible E-Rate Entity)

By: 

Date: 10/27/2020

Janet Mannato

Printed Name

Attorney for Central Arizona College (Ineligible E-Rate Entity)