

INTER-GOVERNMENTAL AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT ("IGA") made and entered this 6th day of April, 2020, between Pinal County, a political subdivision of the State of Arizona ("County") and the Pinal County Superintendent of Schools ("Superintendent"), collectively the "Parties," for payment of certain data processing services provided to Governing Boards of member school districts whose names are set forth in Exhibit "A," which is attached and incorporated by reference herein.

WHEREAS, the Superintendent is required under A.R.S. § 15-301, *et. seq.*, to perform a variety of functions to include accounting, budgeting, financial record keeping and payroll services on behalf of the various school districts which exist in Pinal County;

WHEREAS, the ability of the Superintendent to perform these services is enhanced through the use of Data Processing Services;

WHEREAS, the County Board of Supervisors is required by law to provide the Superintendent with those services reasonably necessary to the performance of the Superintendent's statutorily mandated duties;

WHEREAS, the Governing Boards of several school districts in Pinal County have entered into a Service Program Agreement pursuant to A.R.S. § 15-365 to cooperatively obtain data processing services and to delegate the responsibility of management of the data processing services to the office of the County School Superintendent; and

WHEREAS, the County and the Superintendent desire to avoid duplication of effort, equipment and resources; therefore, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

- 1. USE OF EQUIPMENT.** The Governing Boards of member school districts shall allow the Superintendent to use its data processing services for performing the duties of the Superintendent required by A.R.S. § 15-301, *et. seq.* These duties include:
 - A. Preparation of bi-weekly school payroll, including all accounting and financial records required by federal and state withholding laws.
 - B. Preparation of warrants for accounts payable of each participating school district.
 - C. ALL financial records required by A.R.S. § 15-304, including budgets, revenues, expenditures, and payroll records.
 - D. ALL financial records necessary to produce the Superintendent's annual financial report.
 - E. ALL financial records from each district necessary to calculate amounts of state and county equalization assistance for each school district and to calculate the tax

rate each year for each school district.

- F. Those financial records necessary to balance the accounts maintained by the Superintendent for each school district with the records of the Pinal County Treasurer on a monthly basis and annual basis.
- G. ALL financial records for the programs administered by the Superintendent on behalf of participating districts. These programs currently include: Educational Services Agency, Special Education Program, Data Processing Service, Juvenile Justice, Adult Justice, 1GPA Cooperative Purchasing Network, East Central Regional Service Center and such other programs as the County School Superintendent deems appropriate.

Use of Equipment shall include: All data processing services, programming, personnel, telephone and related services required to perform the Superintendent's duties.

- 2. **PAYMENT.** In consideration for the performance of the data processing services as set forth above, the County shall pay the sum of ONE HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED AND NO/100 (\$155,800.00) DOLLARS in one installment. The installment shall be due on December 1, 2020. Payment shall be made to the Superintendent at the address specified herein, or by electronic or bookkeeping transfers. Further, County shall have no financial obligation under this IGA beyond those set forth in this paragraph.
- 3. **TERM.** The IGA shall commence on July 1, 2020, and shall continue for a period of one (1) year. The parties acknowledge that either County or Superintendent may incur substantial expenses based on the existence or nonexistence of this IGA. Therefore, both parties agree that if either Party intends not to enter into a new IGA on July 1, 2021, the Party shall provide the other Party with notice of such intent no later than December 1, 2020;
- 4. **FULL DOCUMENTATION.** In accordance with A.R.S. § 15-365, on or before May 31, 2021, the Superintendent shall submit to the County a program progress report and a fiscal report including actual expenditures through March 31, 2021, and estimates for the remainder of the fiscal year.
- 5. **COOPERATION WITH COUNTY OFFICIALS.** The Superintendent agrees to furnish all records necessary for the preparation of the County's annual audit and to provide all information necessary to County required for the performance of the duties of other county officials. Additionally, the Superintendent shall exercise due diligence to comply with applicable provisions of the Uniform Accounting Manual for County School Superintendents and other recommendations of the Arizona Auditor General's Office.
- 6. **CERTIFICATION OF AUTHORITY.** Both of the parties to this IGA certify that he/she has the authority to sign the IGA on behalf of his/her respective party.

7. **PROCUREMENT CODE.** Superintendent shall comply with all applicable provisions or regulations issued by the Arizona Department of Education relating to school district procurement.
8. **EARLY TERMINATION.** It is agreed that either Party may terminate this IGA by giving 120 days written notice to the other Party at the address specified in this IGA. Further, any payment coming due during the 120 day period shall be paid to Superintendent, together with one-half of all remaining payments due under this IGA. Notwithstanding the foregoing, if either Party's performance under this Agreement depends upon the appropriation of funds necessary for performance, then either Party may provide written notice of this to the other Party and cancel this IGA without further obligation. Appropriation is a legislative act and is beyond the control of the parties.
9. **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 each Party at the following addresses:
- County: Pinal County Clerk of the Board of Supervisors
P.O. Box 827
Florence AZ 85132
- Superintendent: Pinal County School Superintendent
P.O. Box 769
Florence AZ 85132
10. **CLAIMS AND DISPUTES.** Superintendent and County agree that in the event the parties are unable to reach agreement on any disputed matters, compliance with applicable notice of claims statutes shall be required.
11. **ATTORNEY FEES AND COSTS.** In the event of a breach of contract by either Party to this IGA, the other Party may pursue all remedies under the laws of the State of Arizona and shall be entitled to actual and reasonable attorney fees and costs.
12. **CHOICE OF LAW.** This IGA shall be governed by the laws of the State of Arizona. Superintendent and County shall operate under the provisions of A.R.S. Title 15, as amended, and in the event a conflict exists between this IGA and the laws of the State of Arizona, the laws of the State of Arizona shall control.
13. **CONFLICT OF INTEREST.** This IGA is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference. The parties have been advised of and are aware that the Pinal County Attorney's Office represents the Pinal County School Superintendent, the Pinal County Board of Supervisors, and also the School

District, and the parties have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office multiple (or dual) representation.

By signing below, either parties consent to multiple (or dual) representation by the Pinal County Attorney's office in the drafting and review of this IGA.

- 14. SEVERABILITY.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this in the provisions of this IGA are declared to be severable.
- 15. ENTIRE AGREEMENT.** This IGA constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understanding, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties and recorded with the Pinal County Recorder.
- 16. INDEMNIFICATION.** Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitees) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys fees) [hereinafter collectively referred to as 'claims'] arising out of bodily injury of any person (including death) or property damage to the extent allowed by law, and only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused but the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.
- 17. NONDISCRIMINATION.** The parties shall comply with Executive Order 2009-9 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.
- 18. E-VERIFY/IMMIGRATION.** The parties 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 (FNA), and all other federal immigration laws and regulations.
- 19. FINGERPRINTING.** The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.
- 20. ADA AS AMENDED.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Superintendent is carrying out government programs or services on behalf of the County, the Superintendent shall maintain accessibility to the program to the same extent and

degree that would be required of the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this IGA.

21. NON-APPROPRIATION. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pinal County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the County shall have no further obligations to Superintendent other than for payment of services rendered prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Governmental Agreement on the date first written above.

Pinal County, a political subdivision of the
State of Arizona

By: Jim M. Broussard
Pinal County School Superintendent

By: _____
Chairman of the Board of Supervisors

Date: 4-7-20

Date: _____

Attest: Donna L. Taylor
Chief Deputy

Attest: _____
Clerk of the Board of Supervisors

Approved as to form:

Approved as to form:

James W. Fritz
Deputy County Attorney
Attorney for Pinal County School
Superintendent

Miss B. G.
Deputy County Attorney
Attorney for Pinal County Board of
Supervisors

INTER-GOVERNMENTAL AGREEMENT

EXHIBIT “A”

1. Apache Junction Unified School District #43
2. Casa Grande Union High School District #82
3. Central Arizona Valley Institute of Technology #80
4. Cobre Valley Institute of Technology #81
5. Coolidge Unified School District #21
6. Eloy Elementary School District #11
7. Florence Unified School District #1
8. J. O. Combs Unified School District #44
9. Oracle Elementary School District #2
10. Mammoth/San Manuel Unified School District #8
11. Maricopa Unified School District #20
12. Mary C. O’Brien Accommodation School District #90
13. Picacho Elementary School District #33
14. Ray Unified School District #3
15. Red Rock Elementary School District #5
16. Sacaton Elementary School District #18
17. Superior Unified School District #15
18. Santa Cruz Valley Union High School District #840
19. Stanfield Elementary School District #24
20. Toltec Elementary School District #22