

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: SS Contract Number (i.e., 15-123): CT 2500000039
 Commencement Date: July 1, 2024 Termination Date: June 30, 2028 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 500,000

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Peter Laing

Department: Superintendent of Schools

Telephone: 520-724-8997

Department Director Signature: _____ Date: 6/9/2025

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 6/9/2025

**Intergovernmental Agreement
between
Pima County, on behalf of the Pima County School Superintendent, and the Pima
Accommodation School District
for
Administrative and Financial Services**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("**County**"), on behalf of the Pima County School Superintendent ("Superintendent"), and the Pima Accommodation School District ("District") pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. District may enter into intergovernmental agreements and contracts with other governing bodies as provided in A.R.S. § 15-342(13).
- 1.3. Superintendent may provide services at the request of school districts pursuant to A.R.S. §§ 15-302, 15-365.

2. Purpose. County, through the Superintendent, will provide administrative and financial services to assist the District.

2.1. District Responsibilities. District will:

- 2.1.1. Promptly provide to the Superintendent any and all data, records, and information necessary to perform the Administrative and Financial Services. The District shall provide the Superintendent's designated program and finance staff with appropriate access to documents and records including but not limited to (a) submitting to the Superintendent verified timesheets and approved notices of absences for payroll processing, (b) requisitions and quotes for purchases, invoices for approved purchases and associated documentation of receipt of invoiced item or service, (c) collecting and reporting school enrollment data as required by state and federal regulations and governing board policy, (d) overseeing new employment including processing applications for qualifications, experience and needs, selecting and interviewing candidates and approving hire through the District's Governing Board, (e) communicate change in employee status related to termination, resignation or job change, (f) performing employee evaluations with regard to Classroom Site Fund (CSF) monies, (g) maintaining point of contact in regards to E-rate contracting, and (h) update required teacher certifications when notified or aware of expiration, whichever comes sooner.
- 2.1.2. Shall permit the Superintendent's designated program and finance staff to participate in all meetings the Parties agree are necessary for the

Superintendent to fulfill the Administrative and Financial Services duties and obligations under this Agreement.

2.2. County Responsibilities. County through the Superintendent will:

- 2.2.1. (a) ensure that the accounting procedures within the District meet all federal, state and local requirements, (b) develop all District financial reporting, including but not limited to monthly Governing Board financial reports, monthly distribution of financial reports to administrators and departmental directors, and annual financial reports as required by the State of Arizona, (c) oversee collection of all revenues and monitor the cash flow of all District funds in accordance with District Governing Board policy and state statutes, (d) in collaboration with the District Governing Board and District, develop, implement, and oversee the annual school District budget, (e) ensure compliance with all Fixed Asset/Stewardship requirements, including timely filing of the Grant Statement of Assurance (GSA), (f) oversee and implement a payroll system meeting all federal, state and local requirements and provide technical support, (g) oversee and implement a purchasing process and system that makes optimum use of District resources and updates the purchase order system with current encumbrances, (h) maintain a risk management program of the District including recommending and securing proper levels of insurance coverage, maintenance of policies, inventory, and appraisal documents, (i) oversee all business office personnel activities including payroll, purchasing, and accounts payable, leave management and supervision of business office personnel, (j) oversee IT services and collaborate with Pima County IT, including, but not limited to, managing IT services, support, and purchasing agreements with Pima County IT, providing IT application system technical assistance and support, and consulting on District priorities and supervision, (k) support the collection and reporting of school enrollment data as required by state and federal regulations and District Governing Board policy, (l) manage all financial, enrollment, state/federal grant audits and ensure that they are conducted as required by state and federal regulations, (m) implement new accounting policies and procedures promulgated by state and federal agencies, (n) supervise the preparation of bids and bid specifications and receive and open bids; tabulate results and prepare written recommendations as appropriate, (o) monitor District compliance with Arizona teacher certification requirements, and (p) provide administrative and instructional leadership support and services to the District Principal.
- 2.2.2. In connection with the performance of the Administrative and Financial Services for the District, the Superintendent's designated program and finance staff shall attend meetings of the District Governing Board and other staff meetings as appropriate to provide the services.
- 2.2.3. While performing Administrative and Financial Services for the District, the Superintendent's designated program and finance staff shall serve as agents of the District, provided however, that none shall have the authority to bind the District to any agreements or contracts not previously approved by the District's Governing Board. Except for liabilities, which result from the gross negligence

or willful misconduct of the Superintendent's designated staff, any liabilities arising from the performance of Administrative and Financial Services by Pima County on behalf of the District shall be considered liabilities of the District and not of Pima County.

2.2.4. Nothing in this Agreement shall be construed to require the Superintendent's designated staff to provide any services or engage in any activities on behalf of the District that would create a conflict of interest or cause a breach of their duties to Pima County.

3. **Compensation.** In exchange for Superintendent's provision of Administrative and Financial Services, the District will pay to Pima County \$500,000 annually for each fiscal year covered by the term of this IGA. This amount may be adjusted annually by mutual written agreement to reflect the needs of the District and capacity of the Superintendent to provide services.
4. **Term.** This IGA will be effective on July 1, 2024, and will continue through June 30, 2028, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties. Thereafter, the IGA may be extended for successive one (1) year terms upon written agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. **ADA.** The parties will 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.

11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the [insert governing body of other entity] does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
13. **Worker's 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 operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
15. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
16. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

District:

Chief Deputy Superintendent –
Finance & Operations,
Office of the Pima County School
Superintendent
200 N. Stone Ave.
Tucson, AZ 85701

Dustin Williams, serving as Pima
Accommodation School District Governing
Board
200 N. Stone Ave.
Tucson, AZ 85701

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
19. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to

enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise

20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).
22. **Joint Representation Agreement.** The parties have had the opportunity to discuss the joint representation by the Pima County Attorney's Office and consent to such joint representation in connection with this IGA.

PIMA COUNTY

Chair
Board of Supervisors

Date

ATTEST

Clerk of the Board

PIMA ACCOMMODATION DISTRICT:

Dustin Williams
Governing Board

06/09/2025
Date

ATTEST

Jeanette Velasquez
Executive Administrative Assistant III

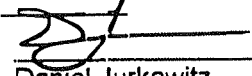
Approval

The foregoing Intergovernmental Agreement between Pima County and the Pima Accommodation School District has been reviewed by the undersigned and is hereby approved as to content.

Dustin Williams
Dustin Williams, County School Superintendent

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Pima Accommodation School District has been reviewed by the undersigned who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the parties.

A handwritten signature in black ink, appearing to be 'DJ', is written over a horizontal line.

Daniel Jurkowitz
Deputy County Attorney