

**Intergovernmental Agreement
between
Pima County and Amphitheater Unified School District No. 10
for
Coronado K-8 School Utility Assistance**

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the Amphitheater Unified School District No. 10 (“**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 is authorized by A.R.S. § 15-342(13) to enter into intergovernmental agreements and contracts with other governing bodies as provided in A.R.S. § 11-952.
- 1.3. County is authorized by A.R.S. § 15-364(B) to expend public monies and enter into agreements with District for the construction, development, cooperative maintenance, operation, and use of parks and other recreational facilities on properties used for school purposes.
- 1.4. District is authorized by A.R.S. § 15-364(A) to enter into agreements with County providing for the construction, development, cooperative maintenance, operation, and use of parks and other recreational facilities on properties used for school purposes and under the control of District. District may expend public monies for the construction and development of such parks or recreational facilities in cooperation with County.
- 1.5. In December 1998, County and District entered into an intergovernmental agreement (“**1998 IGA**”) for the design and construction of athletic field lighting at Coronado Middle School. The County expended the bond funds in accordance with the May 20, 1997 Special Bond Election on construction of previously specified recreational facilities at Coronado K-8 School. The construction was completed on February 14, 2000, County has conveyed ownership of those facilities to District, and the 25-year County maintenance period of the 1998 IGA expires on February 13, 2025.
- 1.6. County is interested in continuing to assist District solely with expenses associated with the sports lighting system utility expense for existing athletic fields located at Coronado K-8 School (“Sports Lighting System”) consistent with A.R.S. § 15-364(B).

2. Purpose. The purpose of this IGA is to set forth the responsibilities of the parties for the Sports Lighting System.

2.1. County Responsibilities.

- 2.1.1. County will provide District a not to exceed (NTE) amount of \$15,000 per year to offset ballfield lighting utility expenses for the Sports Lighting System.

2.1.2. District will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which District delivered the invoiced services to County. County may refuse to pay for any service for which District does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any service invoiced more than 6-months late.

2.2. District Responsibilities.

2.2.1. District will maintain and operate the Sports Lighting System.

2.2.2. District will invoice County monthly for utility expenses incurred in District's operation of the Sports Lighting System.

2.2.3. District will include a reconciliation that shows current invoice amount and a year-to-date utility expense total for purposes of adhering to the NTE amount of \$15,000 per year.

2.2.4. District will include copies of all paid electric utility invoices as supporting documentation.

2.2.5. District shall repair and maintain all lights and power poles.

3. **Payment.** County will pay a not to exceed amount of \$15,000 per year to offset utility expenses associated with ballfield lighting. County's maximum payment for the duration of the IGA will not exceed \$150,000.

4. **Term.** This IGA will commence on February 14, 2025 and will continue for a period of ten (10) years unless it is, prior to the expiration of such period, extended or terminated by 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 will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

- 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- 7.3. If required by law, workers' compensation coverage including employees' liability coverage.
- 7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
- 7.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11-952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.
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 Amphitheater Unified School District No. 10 Governing Board 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:

Victor Pereira
Parks and Recreation Director
3500 W. River Road
Tucson, AZ 85741

District:

Todd A. Jaeger, J.D.
Amphitheater Unified School District
701 W. Wetmore Road
Tucson, AZ 85704

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).

PIMA COUNTY

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

Adelita S. Grijalva, Chair
Board of Supervisors

Todd A. Jaeger, Superintendent
Amphitheater Unified School District

Date

Date

ATTEST

ATTEST

Melissa Manriquez
Clerk of the Board

Jennifer Anderson
Executive Assistant to the Superintendent &
Governing Board

Approval

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

VICTOR M.
PEREIRA

Digitally signed by VICTOR M. PEREIRA
DN: cn=VICTOR M. PEREIRA, o=PIMA COUNTY,
ou=PARKS AND RECREATION,
email=VICTOR.PEREIRA2@PIMA.GOV, c=US
Date: 2024.12.02 13:52:31 -07'00'

Victor Pereira, Parks and Recreation Director

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and District has been reviewed by the undersigned, each of whom 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 party he or she represents.

PIMA COUNTY:

District



Bobby Yu, Deputy County Attorney



Lisa Anne Smith, Attorney for District