

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN AMPHITHEATER UNIFIED SCHOOL DISTRICT  
AND ARIZONA STATE SCHOOL FOR THE DEAF AND THE BLIND**

This Intergovernmental Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Amphitheater Unified School District No. 10 of Pima County ("the District") and the Arizona State School for the Deaf and the Blind ("ASDB") (collectively, "the Parties") for the joint exercise of powers.

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§ §11-952, 15-342, 15-1302, and 15-1303;

**WHEREAS**, ASDB provides educational programs and services to students with sensory impairments, as that term is defined by A.R.S. §15-1301, including transportation to and from the ASDB campus school in the Tucson area;

**WHEREAS**, the District provides educational programs and services to students, including students with sensory impairments, including transportation to and from the District schools for those students with sensory impairments attending the District's schools;

**WHEREAS**, the Parties share a common interest in ensuring that students with sensory impairments receive a free appropriate public education, so that those students can become self-sustaining and useful citizens;

**WHEREAS**, ASDB seeks the assistance of the District to provide transportation for some students who reside in the District but attend ASDB; and

**WHEREAS**, the District's Governing Board believes and determines that the needs of resident students with sensory impairments can often be best met by the level and quality of services offered by ASDB;

**NOW THEREFORE**, in consideration of the mutual agreements set forth, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to establish the terms and conditions under which the District will provide transportation services for some students who reside within the District and who attend ASDB.

**2. Term**

This Agreement shall commence and be effective on August 1, 2014, and shall terminate on June 30, 2019, unless terminated sooner by either party as provided for within this Agreement.

### **3. Budgetary Limitations**

The continuation of the Parties' payment, performance and obligations pursuant to this agreement are subject to the availability and appropriation of monies by their respective governing bodies. If funds are not allocated and available for the continuance of the agreement, this agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

### **4. Termination**

This Agreement may be terminated by either party upon written notice to the other party. Written notice of termination shall be given at least thirty (30) days before the stated termination date.

### **5. Property Ownership**

All property purchased by the District in order to fulfill the District's responsibilities under this Agreement, regardless of reimbursements made by ASDB to the District, shall remain the property of the District throughout the term of this Agreement or any extension thereof and following termination of this Agreement.

### **6. Responsibilities**

#### **(A.) Responsibilities of the District.**

- i. The District will provide transportation services for the students who are identified and agreed to by the Parties through separate written verifications.
- ii. The District will transport the students between the students' designated pick-up point and the ASDB's Tucson facility located on or near West Speedway Boulevard and return the students from the ASDB facility to the students' designated drop-off point, on a daily basis.
- iii. The District shall be solely responsible for the cost of the acquisition, maintenance, insurance and fueling of District vehicles used to provide services to ASDB students pursuant to this agreement.
- iv. The District may utilize third-party contractors to provide services to ASDB students pursuant to this agreement, as the District determines.
- v. The District will submit monthly invoices to ASDB for reimbursement of the costs incurred by the District in providing services under this agreement. The invoices shall include the list of students served, the miles driven, the costs incurred by third party contracts (if any), and the state funding received by the District for the services rendered (if any).
- vi. The District will provide advance notice to ASDB in the event that it anticipates a 15% or greater cost increase to ASDB in any one calendar month, based on per student costs of the preceding month.

- vii. The District will provide an electronic copy and a paper copy of the District's Student Code of Conduct and bus conduct rules to ASDB.
- viii. The District may, in its sole determination, suspend an ASDB student from participating in the transportation services provided pursuant to this Agreement if that student violates the District's Student Code of Conduct and bus conduct rules. Such a suspension does not constitute a termination of services under this agreement and does not require the 30 day advance notice of Section 4 above.
- ix. The District shall maintain the budgets for this Agreement.

(B.) Responsibilities of ASDB

- i. ASDB shall identify ASDB students who reside within the District for whom ASDB seeks transportation services from the District.
- ii. ASDB shall obtain the District's written verification of the District's ability and willingness to provide transportation services to specific students before representing to any third party that the District will provide those services.
- iii. Payments shall comply with the requirements of A.R.S. Titles 35 and 41. ASDB shall reimburse the District within 30 days for costs incurred by the District in providing services under this agreement, as set forth in the District's monthly invoices, to the extent those costs exceed any state funding which the District may recover. ASDB shall pay interest at the rate of 12% per annum on all sums due the District which are unpaid 45 days or more following the date or more following the date of the billing. If the invoice is adjusted, the 45 days will begin from the date of the adjusted billing.
- iv. ASDB shall inform its students that are transported by the District that they must comply with the District's Student Code of Conduct while being transported in District vehicles or while being transported by third parties contracted by the District. ASDB shall provide a copy of the District's Student Code of Conduct in appropriate form (Braille, etc.) to each ASDB student and shall instruct each student on the District Student Code of Conduct. ASDB shall inform its students, and the parents of its students, residing in the District that failure to comply with the District's Code of Conduct and bus conduct rules can result in the student's suspension from District transportation services.

**7. Cancellation for Conflict of Interest**

Pursuant to A.R.S. §38-511, either party may, within three (3) years after the execution of this agreement, cancel the agreement without the penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement is at any time while the agreement or any extension of the agreement is in effect, an employee, agent or consultant of any other party to the agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

## **8. Non-discrimination**

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

## **9. Insurance**

The District and ASDB each represent that they will at all times maintain insurance or self-insurance coverage in compliance with State laws.

## **10. Workers Compensation Coverage of Employees**

The employees of any party to this Agreement who work under the jurisdiction or control of or within the jurisdictional boundaries of another party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

## **11. Indemnification**

Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.

## **12. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona and in the event that a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any reference to a particular statute in this agreement shall also refer to that statute as amended in the future.

## **13. Compliance with Immigration Laws and E-Verify Requirements**

The District warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.") The District shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the District may be subject to penalties up to and including termination of the Agreement. ASDB retains the legal right to inspect the papers of any subcontractor who works on the Agreement to ensure that the District's subcontractor is complying with its E-Verify warranty.

## **14. Records**

Pursuant to A.R.S. §35-214, the Parties shall retain and shall contractually require each

subcontractor to retain all data, books and other records ("records") relating to this agreement for a period of five years after completion of the agreement. All records shall be subject to inspection and audit by the State of Arizona for five years after the termination of this agreement.

**15. Third Party Anti-Trust Violation**

The District assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of this agreement.

**16. Arbitration**

The Parties agree to resolve all disputes arising out of or relating to the agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes.

**17. Notice**

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

**ASDB:**

Address: P. O. Box 88510, ATTN: Admin  
Tucson, AZ85754  
Fax: 520-770-3711

**The District:**

Address: 701 West Wetmore  
Tucson, AZ 85705  
Fax: 520-696-5074

**18. Counterparts**

This Intergovernmental Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS HEREOF, the parties sign this Agreement:

Amphitheater Unified School District No. 10 of Pima County, Arizona

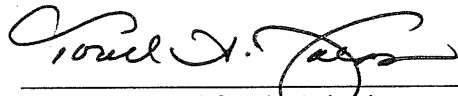
By: \_\_\_\_\_

Title: \_\_\_\_\_

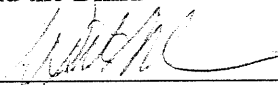
Date: \_\_\_\_\_

Attorney approval:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney 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 Amphitheater Governing Board.

By:   
Legal Counsel for the District

Arizona Schools for the Deaf and the Blind

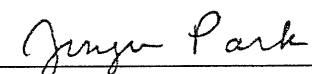
By: William Koehler 

Title: Assistant Superintendent

Date: 11-18-14

Attorney approval:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney 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 Arizona Schools for the Deaf and the Blind.

By:   
Legal Counsel for the ASDB