

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MORRISTOWN ELEMENTARY SCHOOL DISTRICT NO. 75
AND
NADABURG UNIFIED SCHOOL DISTRICT NO. 81

INTRODUCTION

This is an Intergovernmental Agreement between the Morristown Elementary School District No. 75 (“Morristown” or “MESD”) and the Nadaburg Unified School District No. 81 (“Nadaburg” or “NUSD”).

WHEREAS, Nadaburg and Morristown would like to make an Agreement whereby Nadaburg provides grounds and building maintenance at Morristown and;

WHEREAS, Nadaburg has facilities, equipment, and personnel available to provide grounds and building maintenance to Morristown; and

WHEREAS, Nadaburg and Morristown are authorized to enter into this Agreement pursuant to Ariz. Rev. Stat. § 11-952 and Ariz. Rev. Stat. §15-765(D) and desire to enter into this Agreement to set forth each of the party’s responsibilities with respect to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term of the Agreement.

This Agreement shall commence on July 1, 2020, and continue through June 30, 2021, unless terminated earlier as provided in this Agreement.

2. Maintenance Services.

Nadaburg agrees to provide Morristown with grounds and building maintenance services.

3. Maintenance Expenses.

Nadaburg shall invoice MESD on a quarterly basis for the maintenance services it provides in accordance with the amounts below. As consideration for the maintenance of MESD owned grounds and buildings by Nadaburg, MESD shall pay NUSD \$18.00 per hour for all

grounds and building maintenance and \$52.00 per hour for HVAC maintenance. MESD shall also pay NUSD for oversight of this IGA annually in the amount of \$500. MESD shall pay invoices within 30 days of receipt.

4. Scheduling of Maintenance.

The parties agree that scheduling shall be discussed by designated district representatives and a tentative plan for regular routine maintenance for grounds and buildings will be developed and agreed upon before any maintenance is performed.

5. Insurance.

Both parties agree to maintain throughout this Agreement policies of liability and other insurance as necessary and appropriate to protect the parties, their employees, agents, and contractors against any injury or damage stemming from actions pursuant to this Agreement. Each party shall be responsible for its own negligence.

6. Retention and Inspection of Records.

The parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times.

7. Nondiscrimination.

The parties agree not to discriminate against any employee or applicant for employment, any student, any parent or guardian, any contractor or any member of the general public dealing with the parties because of sex, race, religion, color, national origin, age, disability, or political affiliation in violation of federal or state law or executive orders.

8. Dispute Resolution.

The parties agree to meet in good faith to seek a mutually acceptable solution to any disputes which may arise under this Agreement. Any disputes not resolved by good faith negotiation shall be submitted to mediation with a trained mediator before either party may file a claim for breach of this Agreement.

9. Worker's Compensation.

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. §23-1022 and the Arizona Worker's Compensation laws. Each party shall post a notice pursuant to the provisions of A.R.S. §23-906 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement of Contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation.”

10. Cancellation.

This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

11. Termination.

Either party may terminate this Agreement for any reason at the end of any school year upon written notice to the other party at least one semester prior to the expiration of the school year in question. Alternatively, the Agreement may be terminated for material breach if a prompt meeting to discuss the issue is unsuccessful in resolving the matter and the terminating party sends thirty (30) days written notice to the other. Any termination for material breach shall be subject to mediation as provided in this Agreement.

At the time of termination of the Agreement, each party shall invoice and pay the other for all services, rents and other costs agreed to be paid on a pro-rated basis, if not already paid. Upon termination, all invoices shall be paid within thirty (30) days after receipt.

12. Disposition of Property.

To the extent necessary, any property acquired or utilized pursuant to this Agreement shall be returned to the original owner upon the termination of the Agreement.

13. Compliance with Laws.

Both parties agree to comply with all applicable federal, state and local laws governing their obligations under this Agreement. The parties specifically acknowledge and agree to fingerprinting and E-verify requirements set forth in A.R.S. §41-4401, §23-214, §15-512 and §15-534 and the federal Immigration and Nationality Act, all of which are incorporated by reference in this Agreement. The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted.

14. E-Verify.

Each party warrants to the other that it is in compliance with all Arizona and Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this assurance is a material breach of this Agreement. Each party retains the legal right to inspect the papers of any employee of the other or any independent contractor who works on this Agreement to ensure compliance with this section.

15. Amendments.

Any amendments to this Agreement shall be in writing signed by the parties.

16. Notice.

All notices, requests, demands and other communications required by this Agreement shall be in writing and delivered to if to NUSD:

Kerre Laabs
Director of Business Services & Human Resources
32919 Center Street
Wittmann, AZ 85361

If to MESD:

Gregory Sackos
Superintendent
P.O. Box 98
Morristown, AZ 85342

17. Choice of Law.

Any litigation arising out of this Agreement shall be brought in the courts of the State of Arizona, and the laws of Arizona shall apply.

18. No Boycott of Israel

The parties hereby warrant and represent to each other that they are not currently engaged in, nor will they during the duration of this Agreement, engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.

19. Services Continuation Subject to Appropriation

This Agreement is subject to the provisions of Ariz. Const. Art. IX, § 5 and Ariz. Rev. Stat. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for the Services shall be effective when funds are appropriated by each party for purposes of this Agreement. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the governing board of either party fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement, during any immediately succeeding fiscal year, this

Agreement shall terminate at the end of then-current fiscal year and Nadaburg and the Morristown shall be relieved of any subsequent obligation under this Agreement.

20. Counsel Review and Approval

Nadaburg and the Morristown have consulted their attorneys for the purposes of reviewing and approving this Agreement. Both parties waive any and all conflicts of interest arising out of possible joint representation of Nadaburg and the Morristown in reviewing and approving this Agreement. If a future dispute relating to this Agreement arises between the parties, the shared attorney may not represent either party, and both parties shall retain separate counsel. The parties acknowledge that if they are required to engage separate counsel, the expense and inconvenience of the engagement may exceed that of having engaged their own separate counsel from the beginning.

This Agreement shall not become effective until appropriate action has been taken by each district's Governing Board during a properly noticed Governing Board meeting and the parties have signed the Agreement as provided below.

MORRISTOWN ELEMENTARY
SCHOOL DISTRICT NO. 75

NADABURG UNIFIED SCHOOL
DISTRICT NO. 81

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

GUST ROSENFELD



Attorney for Morristown Elementary
School District No. 75

Attorney for Nadaburg Unified
School District No. 81

Date: _____

Date: April 13, 2020