RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS
NUMBER 29-92

WHEREAS the Navajo County School Superintendent has recommended to the Navajo County Board of Supervisors that the Board enter into an Agreement with various school districts from Navajo County and to appoint the Navajo County School Superintendent as the fiscal agent for said Cooperative, and,

WHEREAS there are funds that are presently in the control of said Cooperative as it has previously existed that need to be controlled and expended as originally intended, and,

WHEREAS, the needs of the severely and profoundly handicapped children of Navajo County are served by the Navajo County School Superintendent through the Rainbow Foundation School, and,

WHEREAS, the school boards and the Supervisors have the authority pursuant to ARS §15-365 to authorize this Agreement for the expenditure of said funds for special programs to improve the education of the students in these districts, then,

THEREFORE, IT IS RESOLVED that the Navajo County Board of Supervisors approve the Intergovernmental Agreement between the Navajo County School Superintendent's Rainbow Foundation School and the Navajo County School Districts who participate, and the Navajo County School Superintendent is hereby authorized to enter into said Agreement with the following stipulations:

1. The services shall be Development Day Training.
2. The Navajo County School Superintendent's Rainbow Foundation shall contract with the individual school districts to provide funding for said services.
3. The contract dates shall be July 1, 1992 to June 30, 1997.
4. The authorization to conduct business for the Rainbow Foundation shall be vested with the Navajo County School Superintendent.

Adopted this 23rd day of March, 1992.

Chairman, Navajo County Board of Supervisors

ATTESTATION: Clerk

29-92

COPY

INTERGOVERNMENTAL AGREEMENT

NAVAJO COUNTY COOPERATIVE FOR THE HANDICAPPED

GOVERNMENTAL CENTER

P O BOX 668

HOLBROOK AZ 86025

PHONE: (602) 524-6161 Extension 358 or 273

Effective July 1, 1992

TABLE OF CONTENTS

CERTIFICATE OF REVIEW.....8, 9
COVENANTS.....1
INDEMNIFICATION CLAUSE.....4
INTERGOVERNMENTAL AGREEMENT.....1
RECITALS.....1
RESOLUTION (EXHIBIT "B").....7,7(A)
RESOLUTION OF THE NAVAJO COUNTY
BOARD OF SUPERVISORS.....10
REVENUE BUDGET (EXHIBIT "A").....5,6

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into on JULY 1, 19 92, pursuant to ARS §15-342.13, §15-365, and §11-952, et seq., between the following public agencies for joint exercise of their powers:

Holbrook Schools, a Unified School District

The Unorganized Territory, a responsibility of the Navajo County School Superintendent (§15-1001, §15-945)

The Navajo County School Superintendent, a public entity

Winslow Schools, a Unified School District

_____, a _____ School District

RECITALS:

School districts, and the Navajo County School Superintendent are parties to this Agreement and are authorized to carry on activities such as those included in this agreement by Arizona Revised Statutes for the purpose of: PROVIDING TRANSPORTATION AND EDUCATION FOR THE HANDICAPPED STUDENTS RESIDING IN THE RESPECTIVE DISTRICTS OR TERRITORIES

WHEREFORE, the parties agree:

COVENANTS:

I. The title of this agreement is: Navajo County Cooperative for the Handicapped - Operation of the "Rainbow Foundation" School for the Handicapped.

II. This agreement shall be effective following the filing of the original document with the Secretary of State. Notwithstanding

this effective date, the parties are bound by the terms of this agreement beginning on JULY 1, 19 92, and this agreement shall continue to be binding upon the parties until JUNE 30 19 97.

III. The source of funds for financing this agreement is: Federal Funds, State Funds, plus basic cost per student from each school district participating or unorganized territory

Attached as Exhibit "A" is the expenditure budget under which this agreement shall be performed, and a revenue budget describing the date and amount of all payments, the party making the payment, and the party to whom the payment is to be made. The fiscal agent for this agreement shall be Navajo County School Superintendent and shall have the sole responsibility of all expenditures to be made under this agreement. Vouchers shall be submitted by the Director to the fiscal agent for payment, based upon the budget schedule.

IV. All funds allocated in the budget shall be deposited with the Navajo County Treasurer for disbursal upon written direction of the fiscal agent. Audits may be conducted at any time by an appropriate political subdivision or agency of the State of Arizona and by representatives of the Comptroller General of the United States or the Secretary of HEW when required by applicable federal regulations.

V. Termination of this agreement, or partial termination, may be accomplished as follows: Written notice by any participant to the Navajo County School Superintendent six (6) months prior to the end of the current school fiscal year. Each fiscal year ends on June 30.

VI. Property acquired solely for the purposes of this agreement shall be disposed of upon termination or completion as follows: personal property will be divided equally to those school districts who have participated jointly during the last five (5) years of operation. The property that belonged to the City of Holbrook, such as the land, will revert back to the City. The main trailer will revert back to the "Navajo County Council for Handicapped Children and Other Exceptional Persons". Cash shall be returned to the contributors in proportion to the number of students attending the Rainbow Foundation during the last five (5) years.

VII. Attached to this agreement collectively as exhibit "B" are resolutions by the governing bodies of the parties to this agreement, authorizing the future execution of this agreement. The authorized agent to execute this agreement on behalf of each individual party to the agreement is, as stated in the resolutions attached as Exhibit "B", as follows: See Exhibit "B"

VIII. Each participant shall contribute the basic cost per student enrolled from their respective district. The basic cost will be computed by the Director subject to the approval of the Navajo County School Superintendent and billed quarterly.

IX. INDEMNIFICATION CLAUSE: School Districts agree to indemnify and hold harmless Navajo County and the Navajo County School Superintendent from all liability, claims, causes of action, responsibilities or costs, or attorneys' fees, whatever arising out of this agreement.

X. This document and its referenced exhibits and attachments constitute the entire agreement between the school districts and the Navajo County School Superintendent and all prior or contemporaneous oral or written agreements between the school districts and the Navajo County School Superintendent are superseded by this agreement.

XI. By the signature below of their authorized representatives, the Navajo County Agencies and School Districts below represent and agree that they have had the opportunity and advice to consult independent counsel and have determined after such opportunity to enter into this agreement.

_____ _____

DISTRICT SCHOOL SUPERINTENDENT DATE

_____ _____

DISTRICT SCHOOL SUPERINTENDENT DATE

_____ _____

NAVAJO COUNTY SCHOOL SUPERINTENDENT DATE

EXHIBIT "A"

REVENUE BUDGET

DATE OF BILLING Billing shall be on the first of each quarter, four times per year, due and payable within forty-five (45) days.

AMOUNT OF PAYMENT The amount of annual payment shall be $ See Below for each student sent from each participating school district.

PAYOR The payor shall include each of the participating school districts, Holbrook, Winslow, and the Unorganized Territory so long as each of those districts is sending a child to the Rainbow Foundation School for the Handicapped.

PAYEE The payment shall be made to the Rainbow Foundation. The expenditures shall be designated for payment on vouchers approved by the Director and the Navajo County School Superintendent.

NAME OF STUDENT

1. _____ Basic Cost: _____

Transportation: _____

Other Cost*: _____

2. _____ Basic Cost: _____

Transportation: _____

Other Cost*: _____

IGA

3. _____ Basic Cost: _____

Transportation: _____

Other Cost*: _____

4. _____ Basic Cost: _____

Transportation: _____

Other Cost*: _____

5. _____ Basic Cost: _____

Transportation: _____

Other Cost*: _____

6. _____ Basic Cost: _____

Transportation: _____

Other Cost*: _____

TOTAL ANNUAL COST $ _____

QUARTERLY PAYMENTS OF: $ _____

$ _____

$ _____

$ _____

*OTHER COSTS: _____

_____

_____

EXHIBIT "B"

IGA

RESOLUTION

The Governing Board of _____

WINSLOW UNIFIED SCHOOL DISTRICT #1

hereby authorizes the future signing by _____

_____, _____,

of an Intergovernmental Agreement entitled NAVAJO COUNTY COOPERATIVE FOR THE HANDICAPPED (RAINBOW FOUNDATION) for the purpose of providing transportation and educational services.

This Resolution was adopted by the Governing Board of

_____

on _____, 19_____.

AUTHORIZED SIGNATORY:

_____

GOVERNING BOARD:

_____
President

_____
Clerk

_____
Member

_____
Member

_____
Member

EXHIBIT "B"

IGA

RESOLUTION

The Governing Board of _____

HOLBROOK UNIFIED SCHOOL DISTRICT #3

hereby authorizes the future signing by _____

_____, _____,

of an Intergovernmental Agreement entitled NAVAJO COUNTY COOPERATIVE FOR THE HANDICAPPED (RAINBOW FOUNDATION) for the purpose of providing transportation and educational services.

This Resolution was adopted by the Governing Board of

_____

on _____, 19_____.

AUTHORIZED SIGNATORY:

_____

GOVERNING BOARD:

_____
President

_____
Clerk

_____
Member

_____
Member

_____
Member

CERTIFICATE OF REVIEW

The Navajo County Attorney has reviewed the Intergovernmental Agreement to which this certificate is attached which shall become effective July 1, 1992 and certifies that Navajo County, and each of the School Districts listed as AGENCIES on page one (1) of this Intergovernmental Agreement have the authority to enter into the Intergovernmental Agreement for Navajo County Cooperative for the Handicapped purposes and that the Intergovernmental Agreement meets the necessary legal criteria.

Dated this 19 day of MARCH, 1992.

D Paul Sanders

NAVAJO COUNTY ATTORNEY

CERTIFICATE OF REVIEW

The undersigned school attorney has reviewed the Intergovernmental Agreement to which this certificate is attached which shall become effective July 1, 1992 and certifies that _____ Unified School District or Elementary District has the authority to enter into the Intergovernmental Agreement for the Navajo County Cooperative for the Handicapped purposes and that the Intergovernmental Agreement meets all necessary legal criteria.

Dated this _____day of _____, 199___.

_____
ATTORNEY'S SIGNATURE

_____
FIRM

_____
ADDRESS