RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS

NUMBER 30-92

WHEREAS the Navajo County School Superintendent has recommended to the Navajo County Board of Supervisors that the Board authorize an AGREEMENT with various school districts from Navajo and Apache Counties and to endorse the Navajo and Apache Counties and the Navajo County School Superintendent, as the fiscal agent, jointly working together in cooperation as the Navajo County Special Services Consortium, and,

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

WHEREAS the school boards and the Navajo County School Superintendent have the authority pursuant to ARS §15-365 to operate this CONSORTIUM for the special programs to improve the education of the students in these districts:

BE IT RESOLVED that the Navajo County School Superintendent is authorized to participate in the AGREEMENT with the public school governing boards and appoint the Navajo County School Superintendent as the fiscal agent of the CONSORTIUM and for such other matters that may be related thereto.

DONE THIS 23rd DAY OF March, 1992.

CHAIRMAN, BOARD OF SUPERVISORS, NAVAJO COUNTY

ATTESTATION, CLERK OF THE BOARD

30-92

COPY

INTERGOVERNMENTAL AGREEMENT

NAVAJO COUNTY SPECIAL SERVICES CONSORTIUM

GOVERNMENTAL CENTER

P O BOX 668

HOLBROOK AZ 86025

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

Effective July 1, 1992

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INTERGOVERNMENTAL AGREEMENT
(IGA)

A. Participating Agencies:

The parties to this IGA, hereinafter referred to as "AGENCY" or "AGENCIES", are:

Navajo County School Superintendent
Rainbow Foundation #99
Winslow Unified School District #1
Joseph City Unified School District #2
Holbrook Unified School District #3
Pinon Unified School District #4
Snowflake Unified School District #5
Heber-Overgaard Unified School District #6
Show Low Unified School District #10
Whiteriver Unified School District #20
Cedar Unified School District #25
Blue Ridge Unified School District #32
Alpine Elementary District #7
Concho Elementary District #6
McNary Elementary District #23
Round Valley Unified School District #10
Sanders Unified School District #18
St. Johns Unified School District #1
Vernon Elementary School District #9

pursuant to the authority granted in ARS §11-951 through §11-954

B. Name of Organization:

The organization formed and allowed through this IGA shall be known as the **"Navajo County Special Services Consortium"** hereinafter referred to as **"CONSORTIUM"**.

C. Purpose:

The AGENCIES are required to provide certain services, financial, budgeting, accounting, and reporting, functions to save districts money by pooling resources and services.

The AGENCIES are required to provide functions such as, but not limited to, speech therapists, occupational therapists, physical therapists, audiologists, school psychologists, hearing handicapped specialists, adaptive P.E. specialist and other specialists as needed by the districts.

The AGENCIES have concluded that these functions may be performed for less expense and more efficiently using a group process whereby the superintendents, principals, and special education directors have more input into the Consortium.

The AGENCIES have concluded that their special services needs can best be met by cooperative effort in hiring a

centralized staff to design, implement, operate, and maintain the program.

The AGENCIES have concluded that each AGENCY shall be permitted to use the services to meet any AGENCY need that the Consortium can reasonably support.

D. Board of Advisors:

There shall be established a Board of Advisors composed of one representative from the Navajo County School Superintendent's office, and one representative from each other AGENCY. The representatives shall be appointed by the elected officials of their respective AGENCIES. The representatives may be appointed by name or by job title with one-half being district superintendents and one-half being special education directors or special education teachers. Terms will be for two years, beginning July 1 of the first year and ending June 30 of the second year and rotate as follows:

REPRESENTATIVES			
July 1,1992 - June 30,1994		**July 1, 1994 - June 30, 1996**	
SUPERINTENDENTS	SPECIAL ED	SUPERINTENDENTS	SPECIAL ED
Round Valley	Snowflake	Snowflake	Round Valley
Joseph City	St. Johns	St. Johns	Joseph City
Holbrook	Sanders	Sanders	Holbrook
Blue Ridge	Cedar	Cedar	Blue Ridge
Winslow	Whiteriver	Whiteriver	Winslow
Concho	Pinon	Pinon	Concho
Show Low	Rainbow	Rainbow	Show Low
Heber	McNary	McNary	Heber
Navajo County	Vernon	Vernon	Alpine
Alpine		Navajo County	

The Board of Advisors shall meet as necessary to:

1. Suggest policies consistent with the purpose of the CONSORTIUM.
2. Suggest budget inclusions or deletions for the CONSORTIUM by April 30 annually, for the fiscal year beginning July 1, and offer revised budget items during the fiscal year as necessary. The budget shall line item receipts and expenditures and show the pro-rata contribution required from each AGENCY.
3. Establish priorities on specialists needed.
4. Utilize a Director and specialist staff to carry out the purposes, policies and priorities of the CONSORTIUM within the budget allotment.

The Board of Advisors shall present CONSORTIUM budgets and staffing recommendations to the elected officials of their respective AGENCIES for approval.

E. Duration, Extension, and Termination

The Agreement will remain in effect from the date it is filed with the Secretary of State and updated as necessary.

This Agreement may be renewed each following year upon approval by the elected officials of each AGENCY. The Navajo County Recorder, the State Board of Education and the Arizona Secretary of State will keep an original of the approved IGA on file.

Should an AGENCY elect to withdraw from the IGA, notice of such withdrawal shall be given to the Board of Advisors at least six months prior to the expiration date of the extended IGA then in effect. Such AGENCY shall retain ownership of all equipment and supplies purchased directly by the AGENCY for use in its district and shall, at its written request, be given copies of all programs, forms, and documentation developed until its withdrawal from the CONSORTIUM.

The IGA may be terminated by mutual consent of all AGENCIES. Upon termination, any CONSORTIUM property in possession of an agency shall become the property of that AGENCY. Any assets in the CONSORTIUM'S possession, including cash, shall be divided among the AGENCIES based on participation during the last three years. Each AGENCY shall, at its written request, be given a copy of all programs, forms, and documentation developed during the existence of the CONSORTIUM.

F. Financial Operations

Navajo County School Superintendent's Office shall establish an IGA fund with the County Treasurer and shall perform all deposits to and disbursements from the fund.

Disbursements from the IGA fund shall be reviewed and signed by the Navajo County School Superintendent. The Navajo County School Superintendent shall see that the CONSORTIUM staff prepares and distributes monthly revenue and expenditure statements to all members of the Board of Advisors.

The director shall maintain a budget for the CONSORTIUM. The budget shall be presented to the Navajo County School Superintendent for approval, annually, sixty (60) days before the fiscal year begins. The fiscal year begins July 1 of each year.

Each AGENCY shall submit to the director no later than ninety (90) and no sooner than one hundred twenty (120)

days before the fiscal year begins a "request for services" which shall include an itemization of the anticipated need for CONSORTIUM services for that fiscal year. The director shall prepare the budget based on the requests received. Services requested after July 1 will be provided, if available, at a slightly increased cost of 7.8 percent(%).

Each AGENCY shall contribute to the budget on a prorated basis based on the number of days the AGENCY anticipates using the services of the CONSORTIUM as compared to the total number of days of CONSORTIUM services.

Each AGENCY shall remit to the director one-fourth of its share of the budget as set forth above quarterly as billed. Payment shall be made prospectively for the next quarter with any adjustments made during the last quarter of billing.

Each day or one-half day portion thereof a professional renders service as an employee of the CONSORTIUM shall be counted separately for all other time rendered by any other professional employee of the CONSORTIUM whether or not the services were rendered on the same day.

G. New Members:

Other public school districts may become parties to this IGA after:

1. A written request from the elected officials, or their representative, of the new agency.
2. Agreement by the new agency to pay an amount determined by the Navajo County School Superintendent to be a fair and equitable share of expenses and costs paid by AGENCIES throughout the existence of the CONSORTIUM.
3. Modification of the IGA then approved by the elected officials of the AGENCIES for their representatives to sign the IGA.

H. Indemnification Clause:

The AGENCIES agree to indemnify and hold harmless Navajo County and the Navajo County School Superintendent for all liability, claims, causes of action, responsibilities or costs, or attorneys' fees, whatever arising out of this agreement, except the AGENCIES will not be responsible to idemnify or hold harmless Navajo County and the Navajo County School Superintendent for their own gross negligence or intentional misconduct.

I. 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.

J. Approval:
The following persons have been authorized by the elected officials of their respective AGENCIES to approve the IGA herein contained. Such authorization is noted in the minutes of a public meeting of the elected officials:

NAVAJO COUNTY SCHOOL SUPT	RAINBOW FOUNDATION #99
WINSLOW UNIFIED SD #1	JOSEPH CITY UNIFIED SD #2
HOLBROOK UNIFIED SD #3	PINON UNIFIED SD #4
SNOWFLAKE UNIFIED SD #5	HEBER-OVERGAARD UNIF SD #6
SHOW LOW UNIFIED SD #10	WHITERIVER UNIFIED SD #20
CEDAR UNIFIED SCHOOL DISTRICT #25	BLUE RIDGE UNIFIED SD #32
CONCHO ELEMENTARY DISTRICT #6	MCNARY ELEMENTARY DIST #23
ROUND VALLEY UNIFIED SD #10	SANDERS UNIFIED SD #18
ST. JOHNS UNIFIED SD #1	VERNON ELEMENTARY DIST. #9
ALPINE ELEMENTARY DIST. #7	

This page of the agreement is entered into on July 01, 19_____, and may be renewed annually depending upon the needs of the district, pursuant to ARS §11-952 (Apache County Schools) and §15-365 (Apache County Schools and Navajo County Schools) et seq. between the following public agency and the Navajo County School Superintendent for joint exercise of their powers:

_____ _____
NAME OF SCHOOL DISTRICT COUNTY

_____ _____
ADDRESS CITY

SERVICES PROVIDED PURSUANT TO THIS AGREEMENT:

SERVICES	# OF DAYS		PER DAY	TO BE BILLED TO SCHOOL DIST
1. Audiological Services	_____	@	_____	_____
2. Physical Therapist Serv.	_____	@	_____	_____
3. Occupational Therapist Services	_____	@	_____	_____
4. Teacher/Consultant for Hearing Impaired	_____	@	_____	_____
5. Teacher/Consultant for Gifted	_____	@	_____	_____
6. Speech Pathologist	_____	@	_____	_____
7. Psychologist	_____	@	_____	_____

_____ _____
DISTRICT SCHOOL SUPERINTENDENT SIGNATURE DATE

_____ _____
NAVAJO COUNTY SCHOOL SUPERINTENDENT DATE

RESOLUTION

The Governing Board of _____
LEGAL ENTITY
hereby authorizes the future signing by _____
NAME OF AUTHORIZED
_____, _____
AGENT TITLE OF AGENT

of an Intergovernmental Agreement entitled INTERMEDIATE SERVICE
Name of Project
AGREEMENT for the purpose of THE NAVAJO
COUNTY SCHOOL SUPERINTENDENT TO PROVIDE THE NECESSARY
THERAPISTS/TEACHERS/CONSULTANTS .

This resolution was adopted by the Governing Board of
_____ on _____, 19___.
NAME OF LEGAL ENTITY

GOVERNING BOARD

_____
Member of Governing Board

_____
Member of Governing Board

_____
Member of Governing Board

_____
Member of Governing Board

_____
Member of Governing Board

_____
Authorized Signatory

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 Special Services CONSORTIUM purposes and that the Intergovernmental Agreement meets the necessary legal criteria.

Dated this 12 day of March, 1992.

NAVAJO COUNTY ATTORNEY

CERTIFICATE OF REVIEW

The Apache County Attorney has reviewed the Intergovernmental Agreement to which this certificate is attached which shall become effective July 1, 1992 and certifies that 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 Special Services CONSORTIUM purposes and that the Intergovernmental Agreement meets the necessary legal criteria.

Dated this 18 day of March, 1992.

APACHE 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 Special Services Consortium purposes and that the Intergovernmental Agreement meets all necessary legal criteria.

Dated this _____day of _____, 199___.

_____
ATTORNEY'S SIGNATURE

_____
FIRM

_____
ADDRESS