

**FY 2026-27 INTERGOVERNMENTAL AGREEMENT FOR  
ARIZONA DEPARTMENT OF EDUCATION TITLE I, PART D, GRANT FUNDING  
BETWEEN YAVAPAI COUNTY AND PRESCOTT UNIFIED SCHOOL DISTRICT No. 1**

This Intergovernmental Agreement for Arizona Department of Education Title I, Part D, Grant funding (hereinafter referred to as this “Agreement”) is made and entered into by and between Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as “YAVAPAI”), and Prescott Unified School District No. 1 (hereinafter referred to as “PRESCOTT UNIFIED”). YAVAPAI and PRESCOTT UNIFIED may each be referred individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, YAVAPAI, through the Yavapai County School Superintendent, is designated as a local education agency pursuant to A.R.S. § 15-301(c); and,

**WHEREAS**, YAVAPAI has youth who reside in locally operated correctional facilities or are attending community day programs for delinquent children and youth; and,

**WHEREAS**, PRESCOTT UNIFIED has applied for Arizona Department of Education (“ADE”) Title I, Part D, grant funding to enable it to award a sub-grant to YAVAPAI, as a local education agency, that has youth who reside in locally operated correctional facilities or are attending community day programs for delinquent children and youth; and,

**WHEREAS**, YAVAPAI and PRESCOTT UNIFIED wish to enter into this Agreement to address the academic and support needs of at-risk children and youth; and,

**WHEREAS**, PRESCOTT UNIFIED desires to provide ADE Title I, Part D, grant funding to YAVAPAI as outlined in this Agreement; and,

**WHEREAS**, PRESCOTT UNIFIED seeks to support education services at the Yavapai County Youth Justice Center (Detention) in Yavapai County, Arizona, by using ADE Title I, Part D, grant funding in accordance with this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Purpose.** This Agreement establishes the terms of collaboration between PUSD and COUNTY for the delivery of educational services under Title I, Part D, Subpart 2 for neglected, delinquent, or at-risk youth at Prescott Lakes Parkway School (PLPS). This agreement shall require both parties to comply with the laws provided through the Elementary and Secondary Education Act, as amended, Title I, Part D, Sections 1421 - 1426, and any other respective federal and state requirements. By signing this Agreement, the parties acknowledge that PUSD

does not have a mechanism to transfer the funds awarded to COUNTY. The parties agree and acknowledge that ADE may transfer funds from the original awardee (PUSD) to the COUNTY through ADE's policies or exceptions as applicable.

**2. Duration/Term.** This Agreement's term is for one (1) year and shall be effective from July 1, 2026, through June 30, 2027 ("FY 2026-27"). Thereafter, this Agreement shall automatically renew for up to three (3) additional one-year terms, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the term then in effect, and unless otherwise terminated as provided herein."

**3. Termination.**

**3.1 Termination for Convenience/Termination Without Cause.** Either Party may terminate this Agreement with thirty (30) days written notice specifying the termination date, provided that reasonable efforts are made to ensure continuity of services for affected students.

**3.2 Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

**3.3** Any termination or cancellation of this Agreement shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.

**4. Program Requirements Under Title I, Part D, Subpart 2.** The parties agree that the following core program components will be implemented and/or continued if already in place:

**4.1 Supplemental Services:** Academic instruction, career counseling, behavioral interventions, and reentry services not provided by regular institutional programs.

**4.2 Individualized Support:** Instruction tailored to student needs, including tutoring, special education, and English language support where applicable.

**4.3 Transition Services:** Strategies to facilitate successful reentry into schools or post-release employment/training programs.

**4.4 Coordination with Other Agencies:** work with other agencies such as the local Juvenile Probation Department to ensure that social services, mental health, and appropriate holistic youth development supports are in place upon exit from the facility.

**4.5 Data Reporting:** Tracking of measurable outcomes related to academic achievement, graduation, and successful transition.

**4.6 Evaluation and Continuous Improvement:** Participation in local and state evaluations of program effectiveness.

**5. Requirements under ESEA Section 1425.** Pursuant to ESEA Section 1425, the program will facilitate the following:

- 5.1** If the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need. Home school or local school will by default be the physically closest grade appropriate school to the PLPS facility. Other locations may be identified as needed by PLPS.
- 5.2** Provide support programs that encourage children and youth who have dropped out of school to reenter school and attain a regular high school diploma once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a regular high school diploma or its recognized equivalent.
- 5.3** Work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.
- 5.4** Ensure that educational programs in the correctional facility are related to assisting students to meet the challenging State academic standards.
- 5.5** Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of the Workforce Innovation and Opportunity Act, and career and technical education funds.
- 5.6** Consult with the local educational agency for a period jointly determined necessary by the correctional facility and local educational agency upon discharge from that facility to coordinate educational services so as to minimize disruption to the child's or youth's achievement, as reasonable.

Dependent upon resources and feasibility, pursuant to ADE directives, the program may also be utilized to:

- 5.7** Ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act.
- 5.8** Provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.

- 5.9 Use technology to assist in coordinating educational programs between the correctional facility and the community school.
- 5.10 Involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
- 5.11 Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs.
- 5.12 Work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.
- 5.13 Upon the child's or youth's entry into the correctional facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth to ensure that the relevant and appropriate academic records and plans regarding the continuation of educational services for such child or youth are shared jointly between the correctional facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the correctional facility.

**6. COUNTY Duties and Obligations.** Under this Agreement, COUNTY shall:

- 6.1 Implement the educational program as described in the approved Title I, Part D application.
- 6.2 Provide a transition plan for youth entering and exiting the facility to be shared with the probation officer.
- 6.3 Deliver instruction aligned with Arizona academic standards and provide supports to improve academic achievement and behavior.
- 6.4 Maintain accurate and timely data collection for all Title I, Part D performance indicators, including academic progress, high school credit accrual, and graduation/GED completion.
- 6.5 Provide services to meet the transitional and academic needs of students returning to local educational agencies or alternative education programs from the Yavapai County Juvenile Detention Center.
- 6.6 Participate in required training and program evaluations.
- 6.7 Develop and submit the Title I, Part D program plan to the Arizona Department of Education (ADE).
- 6.8 Oversee financial management, if the funds are awarded directly to the Yavapai County Service Agency.

- 6.9 Complete the Title I, Part D, grant in Grants Management Enterprise ("GME") system.
  - 6.10 Submit reimbursements from the Title I, Part D, grant.
  - 6.11 Provide invoices and supporting documentation of grant approved expenditures for reimbursement purposes. The grant requirements are incorporated herein as "Exhibit A: Assurances for ESEA Title I".
  - 6.12 Report to PRESCOTT UNIFIED and provide data, including ADE required data elements and any future ADE required data elements which may be imposed after the date of this Agreement, to PRESCOTT UNIFIED.
  - 6.13 Provide information, records, and reports reasonably requested by PRESCOTT UNIFIED.
  - 6.14 Maintain adequate documentation for purposes of fiscal, audit, monitoring, and program evaluation.
  - 6.15 Retain materials and records to fulfill the obligations of this Agreement.
  - 6.16 Comply with all performance and reporting requirements, including any performance and reporting requirements which may be imposed after the date of this Agreement.
  - 6.17 Cooperate with PRESCOTT UNIFIED until all reporting requirements have been met.
  - 6.18 Acknowledge and agree that the duty to cooperate with PRESCOTT UNIFIED until all reporting requirements have been met shall survive expiration or termination of this Agreement.
  - 6.19 Agree to reimburse PRESCOTT UNIFIED for any disallowed expenditures under the terms of the grant (Exhibit A).
- 7. PRESCOTT UNIFIED Duties and Obligations.** Under this Agreement, PRESCOTT UNIFIED shall:
- 7.1 Serve as the Local Educational Agency (LEA) that is the responsible organization for accurate child counts of eligible facilities located within their district boundaries to include delinquent and neglected child counts.
  - 7.2 Monitor program implementation and outcomes in accordance with state and federal guidelines.
  - 7.3 Ensure that any new eligible entities that reside within the school district's boundaries are collaborated with in a meaningful manner regarding Title I, Part D funds.
  - 7.4 If necessary, implement programs in local schools, for children and youth returning from

correctional facilities, and programs which may serve at-risk children and youth.

- 7.5 Gather from COUNTY data, including ADE required data elements and any future ADE required data elements which may be imposed after the date of this Agreement, to compile and submit data and reports to ADE with the assistance and input of COUNTY.
  - 7.6 Maintain adequate documentation for purposes of fiscal, audit, monitoring, and program evaluation.
  - 7.7 Comply with all performance and reporting requirements, including any performance and reporting requirements which may be imposed after the date of this Agreement.
  - 7.8 Cooperate with COUNTY until all reporting requirements have been met.
  - 7.9 Acknowledge and agree that the duty to cooperate with COUNTY until all reporting requirements have been met shall survive expiration or termination of this Agreement.
  - 7.10 PRESCOTT UNIFIED shall fully comply with all applicable grant rules and regulations and all other applicable federal and state laws. PRESCOTT UNIFIED certifies and warrants all information provided to COUNTY and certifies and warrants all information provided in the grant application and management process.
  - 7.11 PRESCOTT UNIFIED shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.
- 8. Funding and Resources.** Use of funds shall follow applicable Federal and State regulations, including allowable expenses for personnel, instructional materials, professional development, and student services.
- 9. Monitoring and Reporting.**
- 9.1 PUSD will conduct at least annual site monitoring of PLPS.
  - 9.2 PLPS shall submit required data and documentation to PUSD on a quarterly basis or as requested to support program reporting.
  - 9.3 The parties agree to cooperate with ADE during audits or compliance reviews.
- 10. Non-appropriation of Funds.** The Parties recognize and acknowledge that PRESCOTT UNIFIED is a governmental entity and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of PRESCOTT UNIFIED's obligations under this Agreement, then PRESCOTT UNIFIED shall notify YAVAPAI in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to PRESCOTT UNIFIED, except that the Parties are still responsible for their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement. If PRESCOTT UNIFIED's allocation of funds is reduced, then the scope of this Agreement

may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation, except that the Parties are still responsible for their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement.

- 11. Force Majeure.** Except for the duty to pay contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement.
- 12. Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
- 13. Indemnification.** To the fullest extent permitted by law, PRESCOTT UNIFIED (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless YAVAPAI, its departments, officers, officials, agents, employees, volunteers, and grant management personnel (hereinafter collectively referred to as "Indemnitee") without limitation from and against any and all claims, actions, damages, losses, liabilities, fees, fines, or expenses (including, but not limited to, attorney fees, court costs, and costs of claim processing, investigation, litigation, and appellate proceedings) (hereinafter referred to as "CLAIMS") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of PRESCOTT UNIFIED or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of PRESCOTT UNIFIED to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that PRESCOTT UNIFIED will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. PRESCOTT UNIFIED shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of PRESCOTT UNIFIED or anyone directly or indirectly employed by PRESCOTT UNIFIED or anyone for whose acts PRESCOTT UNIFIED may be liable. Prescott Unified agrees to waive all rights of subrogation

against the YAVAPAI, its departments, officers, officials, agents, employees, volunteers, and grant management personnel. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount, and type required herein to be maintained by PRESCOTT UNIFIED shall in no way be construed as limiting the scope of this Indemnity.

**14. Limitation of Liability.** To the fullest extent permitted by law, PRESCOTT UNIFIED agrees that the liability of YAVAPAI, its departments, officers, officials, agents, employees, volunteers, and grant management personnel in connection with services hereunder to School District and to all persons having contractual relationships with them, for all causes of action, including, but not limited to, breach of contract and tort, including any negligent act, errors and/or omissions of YAVAPAI, its departments, officers, officials, agents, and/or employees is limited to the total fees actually paid by PRESCOTT UNIFIED to YAVAPAI for services rendered by YAVAPAI under this Agreement.

**15. Retention and Inspection of Records.** Pursuant to A.R.S. § 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five (5) years after completion of this Agreement, and all financial records shall be retained for a period of seven (7) years. All records, including financial records, shall be subject to inspection and audit at reasonable times. Upon request of either Party, the other Party shall produce the original of any or all such records at the offices of the requesting Party.

**16. Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

**If to PRESCOTT UNIFIED to:**

Prescott Unified School District No. 1  
Attn: Clark Tenney  
300 E. Gurley St.  
Prescott, AZ 86301

**If to YAVAPAI to:**

Steve King, Yavapai County School Superintendent  
2970 Centerpointe East Drive  
Prescott, AZ 86301

The Parties shall have the right from time to time to change the place notice is to be given in accordance with this paragraph by written notice thereof to the other Party.

**17. Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of

the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.

- 18. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against PRESCOTT UNIFIED or YAVAPAI. This Agreement is not intended to benefit any third party.
- 19. Assignment.** No Party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 20. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 21. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 22. Non-discrimination.** The Parties shall comply with Arizona State Executive Orders 2009-09, and 2023-01, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.
- 23. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

- 24. Workers' Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 25. Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 26. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
- 27. Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect Contractor's obligations under this Agreement during the Term of this Agreement will apply but will not require an Amendment.
- 28. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If PRESCOTT UNIFIED and YAVAPAI are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.
- 29. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 30. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

- 31. Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 32. Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
- 33. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association.
- 34. Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
- 35. Entire Agreement.** This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
- 36. Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**37. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

**APPROVALS**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

**PRESCOTT UNIFIED:** Prescott Unified School District No. 1

\_\_\_\_\_  
Signature of Authorized Agent

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

\_\_\_\_\_  
Printed Name and Title

**DETERMINATION OF COUNSEL:** This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to **PRESCOTT UNIFIED**.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name and Title/Law Firm Name

**YAVAPAI:** Yavapai County through the Yavapai County School Superintendent

\_\_\_\_\_  
Steve King  
Yavapai County School Superintendent

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

**APPROVED BY:**

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

L B Compton, Chair  
Yavapai County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Jayme Rush, Clerk of the Board  
Yavapai County Board of Supervisors

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to YAVAPAI.

\_\_\_\_\_  
Deputy Yavapai County Attorney

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