



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

April 9, 1987

Ms. Elizabeth B. Harmon
Legal Advisor
Tucson Unified School District
P.O. Box 40400
1010 East Tenth Street
Tucson, Arizona 85717-0400

Re: I87-050 (R87-035)

Dear Ms. Harmon:

Pursuant to A.R.S. § 15-253(B) we have reviewed your February 3, 1987 letter to Richard McCorkle, Tucson Unified School District. We concur with your opinion that a school district governing board is authorized to enter into contracts for the procurement of materials and services exceeding one fiscal year in length of term only for the procurement of insurance, food service management services, equipment maintenance and transportation as authorized in A.R.S. § 15-213(A).

Sincerely,

A handwritten signature in cursive script that reads "Bob Corbin".

BOB CORBIN
Attorney General

BC:FWS:TLM:pnw

TUCSON UNIFIED SCHOOL DISTRICT

P.O. BOX 40400
1010 EAST TENTH STREET
TUCSON, ARIZONA 85717-0400

February 3, 1987

887- 035

EDUCATION OPINION
ISSUE NO LATER THAN
4-9-87

Martin
2/10/87

Mr. Richard McCorkle
Purchasing Agent
Tucson Unified School District
1010 East Tenth Street
Tucson, Arizona 85717

Re: Contracts for Materials
and Services

Dear Mr. McCorkle:

You asked whether, in view of the language in the Arizona Procurement Code, the District could legally enter into contracts for materials and services for terms up to five years. For the reasons stated below, my opinion is that the District is limited to one-year contracts for materials and services.

A.R.S. §41-2546.A. states that, "Unless otherwise provided by law, a contract for materials or services may be entered into for a period of time up to five years...". A.R.S. §15-213.A. requires the State Board of Education to adopt procurement rules for school districts based upon the Arizona Procurement Code, "...except that bidding for insurance, for food service management services, for equipment maintenance contracts and for transportation contracts is not required more frequently than once every third year and the districts may purchase three-year contracts." The question is whether the quoted portion of A.R.S. §15-213.A. must be considered as "otherwise provided by law" as used in A.R.S. §41-2546.A. In my opinion, §15-213.A. imposes a limitation for school districts on the authority to enter into five-year contracts granted by §41-2546.A.

The cardinal rule of statutory interpretation is to determine and give effect to the legislative intent behind the statute. Calvert v. Farmers Ins. Co. of Arizona, 144 Ariz. 291 (1985). Statutes should be read to give effect to their objects, and in construing the meaning of several statutes, they should be read together to give effect to all if possible. Ordway v. Pickrell, 112 Ariz. 456 (1975).

The only way to sensibly give effect to both statutes is to interpret the language of A.R.S. §15-213.A., which applies specifically to school districts, as an exception to A.R.S. §41-2546.A., which applies generally to state procurement practices. By expressly permitting three-year contracts for insurance, food

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service management services, equipment maintenance, and transportation, it can be implied that the legislature intended to exclude long-term contracts for other types of material and services not delineated in the statute. Pima County v. Heinfeld, 134 Ariz. 133 (1982).

There is another reason for interpreting the two statutes in this fashion. The legislature added §2546 to Title 41 during the second regular session in 1984. During the same session, the legislature twice amended §213.A. of Title 15. Arizona Legislative Service, 1984, Chs. 80, 251. The legislature again amended A.R.S. §15-213.A. the following year. Arizona Legislative Service, 1985, Ch. 31. This would add almost conclusive proof to the normal presumption that, when the legislature amended §213.A. in 1985, it was aware of the language in §213.A. as it existed prior to the 1985 amendment, and was also aware of the language of §2546, Title 41. See Daou v. Harris, 139 Ariz. 353 (1984). Yet the legislature did not change the questioned language in either statute. We can presume that the legislature would not have included statutory provisions which are futile or inoperative. Lake Havasu City v. Mohave County, 138 Ariz. 552 (1983); City of Mesa v. Killingsworth, 96 Ariz. 290 (1964). Thus it appears that the legislature intended to deny school districts the general authority to enter into long-term contracts contained in A.R.S. 41-2546.A.

Finally, the Attorney General has previously stated that budgetary law restrictions generally limit a school district from entering into a contract for more than one year. A.R.S. §§15-905 and 15-906 limit a governing board's power to contract and make expenditures for goods and services to the current fiscal year. Op. Atty. Gen. No. 181-119. In my opinion, the amendments to A.R.S. §15-213.A. do not affect the Attorney General's Opinion.

In summary, the District may not enter into contracts for material and services for terms longer than one year, with the exceptions expressly contained in A.R.S. §15-213.A. and §15-503.A., which concerns the employment of superintendents and principals. In accordance with A.R.S. §15-253, a copy of this opinion is being sent to the Attorney General. Unless the

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Attorney General takes action to the contrary within 60 days of its receipt, this opinion shall be deemed affirmed.

Sincerely,



Elizabeth B. Harmon
Legal Advisor

cc: Ron Curry, Acting Director, Bus. Svcs.
Attorney General
Dr. Paul Houston