

**Intergovernmental Agreement
between
Cochise County and the City of Benson
for
Rural Street Naming and Addressing Services**

This Intergovernmental Agreement (“IGA”) is entered into by and between Cochise County, a body politic of the State of Arizona (“County”) and the City of Benson, an Arizona municipal corporation (“City”), pursuant to A.R.S. § 11-952.

Recitals

A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.

B. County and City desire to act jointly and provide County services to maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response.

C. County and City desire to establish the authority for the approval of street names and addresses to property and improvements within the jurisdictional boundaries of the City of Benson, pursuant to Cochise County’s Rural Addressing Ordinance and 911 network compatibility.

NOW, THEREFORE, County and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Street Names.** County shall review and approve all street names, both public and private, for new or renamed street segments as necessary to facilitate proper addressing and 911 network compatibility in subdivided and unsubdivided areas and process the names for official adoption. County will transmit written responses to City within fifteen (15) working days.
2. **City Processing of Street Name Changes.** City shall process street name changes as requested by County within thirty (30) working days; and notify County at least fifteen (15) days prior to effective date and shall be responsible for entries of new or changed street names and address ranges into the 9-1-1 Net in accordance with protocols of the network vendor.
3. **Addresses.** County shall assign addresses, in accordance with the *Cochise County Rural Addressing Ordinance* and the Master Street Address Guide Coordinator, to all new subdivisions, manufactured home parks and recreational vehicle parks within the City’s corporate limits upon submittal of proper documentation and materials. County will transmit written responses to City within fifteen (15)

working days of receiving proposed plats or development plans.

4. **Address Records.** County and City shall maintain all documentation of approved street names and assigned addresses.
5. **City Duty to Require Addressing.** City shall verify, and use assigned street names and addresses in approving City plats and development plans for manufactured home parks or recreational vehicle parks.
6. **City Duty to Require Signage and Address Display.**
 - a. *Street Signs.* City shall expeditiously install or require the installation of street signs for all new and renamed streets on the effective date in conformance with the Cochise County Rural Addressing Ordinance.
 - b. *Address Display.* City shall field verify that all assigned addresses are permanently displayed and all street signage (when appropriate) are installed with correct spelling prior to occupancy permit issuance.
7. **Meetings.** County may attend development review meetings as requested by the City.
8. **Appeal Procedure.** County shall have administrative jurisdiction to hear and decide appeals for addressing conflicts. County shall:
 - a. Designate an appeal hearing official or body;
 - b. Establish an appeal process; and
 - c. Notify City of appeals decisions.
9. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
10. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Cochise County.

11. **Non-Discrimination.** The parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this IGA by reference, as if set forth in full herein.
12. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
13. **Severability.** If any provisions of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application; and to this end the provisions of this IGA are declared to be severable.
14. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
15. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Cochise County Board of Supervisors or the City of Benson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such a termination, the parties shall have no further obligations other than for payment for services rendered prior to cancellation, and for the duty to indemnify described in section 9, above.
16. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
17. **Legal Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the legal jurisdictions of the City or County.
18. **Workers' Compensation and Legal Workers.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purpose of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees. As mandated by A.R.S. section 41-4401, the parties are prohibited from awarding a contract to

any contractor or subcontractor that fails to comply with A.R.S. section 23-214(A). The parties must also ensure that every contractor and subcontractor comply with federal immigration laws and regulations that relate to their employees and A.R.S. section 23-214(A).

19. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitations) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
20. **No Third-Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard or care with respect to the maintenance of public facilities different from the standard of care imposed by law.
21. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:
Director of Planning Division
1415 Melody Lane, Building E
Bisbee, Arizona 85603

City:
City Clerk
120 W. 6th Street.
Benson, Arizona 85602

With copies to County Officials:

County Administrator
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Clerk of the Board
1415 Melody Lane, Building G
Bisbee, Arizona 85603

22. **Effective Date; Term.** This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of five (5) years following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

23. Termination.

- a. *Termination for convenience.* Either party may, at any time and without cause, terminate the IGA by providing 30 days written notice to the other party of its intent to terminate.
- b. *Termination for cause.* If, in the judgement of either party to this IGA, the other Party does not perform in accordance with the conditions of this IGA, or is otherwise in default of any provisions of this IGA, the Party claiming non-performance or default shall give written notice to the other Party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting Party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the Party claiming non-performance or default may terminate this Agreement.
- c. *Obligations after Termination.* Except for indemnity obligations described in section 9, above, in the event of termination, the Parties shall have no further obligation other than for payment for services rendered.

24. Entire Agreement. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior to contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Cochise County Recorder, or Arizona Secretary of State, whichever is appropriate.

In Witness Whereof, the City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the City Council and attested to by the City Clerk and the County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested by the Clerk of the Board.

COCHISE COUNTY:

Chairman
Board of Supervisors

ATTEST:

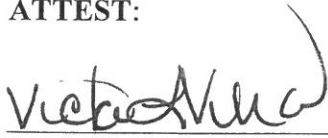
Clerk of the Board

CITY OF BENSON



Mayor

ATTEST:



City Clerk


Attorney certification:

The foregoing Intergovernmental Agreement between Cochise County and City of Benson has been reviewed by the undersigned, pursuant to A.R.S. 11-952(G), and is hereby approved as to form.

COCHISE COUNTY

CITY OF BENSON

Deputy County Attorney



City Attorney