

**INTERGOVERNMENTAL AGREEMENT
NO. IGA-SABG-MS-100118-02**

Between the

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY**

And the

COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Cochise County School Superintendent's Office, located at 100 Clawson Avenue, P.O. Drawer 208, Bisbee, Arizona 85603 (collectively the "parties").

WHEREAS, the United States Department of Health and Human Services provided funding to the Arizona Department of Health Services under the Substance Abuse Block Grant ("SABG"). The SABG is administered through the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services. The C.F.D.A. number is 93.959.

WHEREAS, the Arizona Department of Health Services provided Substance Abuse Block Grant Funding to the Governor's Office of Youth, Faith and Family under Interagency Service Agreement No. HS632006.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §15-301 authorizes the Cochise County School Superintendent's Office to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this Agreement as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a SABG cost-reimbursement grant award to the Cochise County School Superintendent's Office as pass-through funding to support events at middle schools selected by the Cochise County School Superintendent's Office for implementation of the Healthy Families-Healthy Youth Pilot Program.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The term of the Agreement shall commence October 1, 2018, and shall remain in effect until June 30, 2019, contingent upon GOYFF's receipt of final federal SABG funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Cochise County School Superintendent's Office, the Cochise County School Superintendent's Office may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. DESCRIPTION OF SERVICES

The Cochise County School Superintendent's Office shall:

1. Provide oversight on the Healthy Families-Healthy Youth Pilot Program ("Program") in accordance with Attachment A (entitled *Scope of Work*, incorporated into this Agreement in its entirety and Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Use the SABG grant award as pass-through funds for the events at the middle schools chosen by the Cochise County School Superintendent to support the Program.
3. Manage and use the grant funds in accordance with the scope of work and budget activities for the Joyce Clark; St. David; and Willcox Middle Schools in Attachment A.
4. Assist the middle schools and the GOYFF with the submission of programmatic reports and program invoices.

The GOYFF shall:

1. Provide program oversight and engagement.
2. Offer technical assistance and communication.

IV. REPORTING REQUIREMENTS

The Cochise County School Superintendent's Office shall submit detailed invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis. The reporting deadlines for the web portal are:

- February 28, 2019
- March 31, 2019
- April 30, 2019
- May 31, 2019

Any due dates that occur on a weekend or holiday shall be due on the following business day.

V. MANNER OF FINANCING

The GOYFF shall:

1. Provide no more than \$53,754 to the Cochise County School Superintendent's Office, for costs associated with the activities listed in (i) this Agreement; (ii) Attachment A (entitled *Scope of Work*, incorporated into this Agreement in its entirety); and (iii) Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Provide payment upon receipt and GOYFF's approval of the detailed invoices for services performed or goods received.

The Cochise County School Superintendent's Office shall:

1. Use the SABG funds received from GOYFF exclusively to support the activities outlined in (i) this Agreement; (ii) Attachment A (entitled *Scope of Work*, incorporated into this Agreement in its entirety); and (iii) Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Obtain prior written approval from GOYFF for a funding variance is required.
3. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>. There shall be no reimbursement of out-of-state travel expenses.
4. All questions regarding the appropriate use of the SABG funds shall be resolved by mutual written agreement between the Cochise County School Superintendent's Office and the GOYFF.

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Cochise County School Superintendent's Office warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the GOYFF at the end of the period for which funds are available. No liability shall accrue to GOYFF/Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Cochise County School Superintendent's Office shall defend, indemnify, and hold harmless the State of Arizona, GOYFF, the Governor's Office, and all of their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs

of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cochise County School Superintendent’s Office or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such the Cochise County School Superintendent’s Office to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Cochise County School Superintendent’s Office from and against any and all claims. It is agreed that the Cochise County School Superintendent’s Office will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Cochise County School Superintendent’s Office agrees to waive all rights of subrogation against the State of Arizona, GOYFF, the Governor’s Office, and all of their officers, officials, agents, and employees for losses arising from the work performed by the Cochise County School Superintendent’s Office for the State of Arizona.

IX. INSURANCE

The Cochise County School Superintendent’s Office is a public entity and shall provide a certificate of self-insurance.

X. OTHER

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Substance Abuse Block Grant initiative and this Agreement.

XI. NOTICES

The Cochise County School Superintendent’s Office shall address all notices relative to this Agreement to:

Alfreda Moore
Program Administrator
Governor’s Office of Youth, Faith and Family
1700 West Washington, Suite 230
Phoenix, Arizona 85007

The GOYFF shall address all notices relative to this Agreement to:

Jacqui Clay
Cochise County School Superintendent
100 Clawson Avenue
P.O. Drawer 208
Bisbee, Arizona 85603

