

**INTERGOVERNMENTAL AGREEMENT
SUPPORTING COCHISE COUNTY TOURISM & ECONOMIC COUNCIL, AN ECONOMIC
DEVELOPMENT INITIATIVE**

This Intergovernmental Agreement made and entered into by and between Cochise County, a body politic (hereinafter referred to as "the County") and the following municipal corporations: The City of Benson, the City of Bisbee, the City of Douglas, the City of Sierra Vista, and the City of Willcox (hereinafter referred to collectively as "the Cities").

RECITALS

WHEREAS, the County and the Cities have determined that it is mutually beneficial to jointly fund a coordinated effort to attract tourism and economic development to Cochise County; and

WHEREAS, tourism is the number one industry in the State of Arizona, and Cochise County and its cities and towns benefit economically by increased visitors and visitor spending in their respective jurisdictions; and

WHEREAS, each of the participating jurisdictions have limited resources to apply to visitor attraction and economic development and wish to maximize the value of their public funding by pooling resources in order to strengthen outreach efforts and programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to update and ensure continuation of the Cochise County Tourism Steering Committee, now known as Cochise County Tourism & Economic Council (CCTEC), to specify a funding structure to promote regional tourism; and to reaffirm the mission of CCTEC, which shall be to enhance economic prosperity of the participants and their citizens by promoting and developing tourism and economic

development in Cochise County through cooperative leadership and a regional approach, augmenting the efforts of the County and individual Cities.

II. RESPONSIBILITIES OF CCTEC

CCTEC is hereby delegated the responsibility of overseeing a regional tourism attraction program on behalf of the County and all participating Cities. The County or City/Town Manager/Administrator or equivalent staff member from each participating jurisdiction shall serve as the representative on CCTEC. CCTEC shall meet quarterly, with additional meetings determined by the body at its discretion.

CCTEC is responsible for the following:

- A. Approving marketing strategies and corresponding budget for regional tourism and supplemental economic development efforts that correlates with the funds contributed by its member jurisdictions as specified in Section IV of this agreement.
- B. Coordinating with the Designated Fiduciary Agent (more specifically identified in Section III) to ensure expenditures are being made in accordance with the approved budget, CCTEC direction, and generally accepted accounting principles.
- C. Evaluating the effectiveness of the regional tourism program and any additional economic development efforts.
- D. Ensuring the financial viability of the regional tourism program, which may include a periodic review of contributions made by member jurisdictions. In the event that one or more jurisdictions fails to budget for or to pay its allocated share of costs, CCTEC shall determine how to reallocate costs and shall approve a revised program of work and budget that does not exceed the remaining available budgeted funds.
- E. Determining and establishing, as necessary, other ad hoc committees, taskforces or advisory groups as it deems appropriate to provide necessary technical or administrative support in accomplishing the mission of CCTEC.

III. DESIGNATED FIDUCIARY AGENT

Collection of participating jurisdiction contributions and the expenditure of said funds in accordance with state and local laws and generally accepted accounting principles shall

be the responsibility of one of the jurisdictions, hereinafter referred to as the Designated Fiduciary Agent. Beginning July 1, 2017, the City of Sierra Vista shall serve as the Designated Fiduciary Agent until such time as this agreement is no longer in effect, or an alternate jurisdiction is approved by CCTEC.

The Designated Fiduciary Agent shall be responsible for:

- A. Ensuring compliance with federal, state and local laws in the operation of CCTEC its committees, awarded grants, and financial oversight.
- B. Acting as applicant and fiscal agent for grants authorized by CCTEC.
- C. Providing quarterly financial reports to CCTEC as requested.
- D. Overseeing staff, contractors and vendors utilized to implement the program of work and providing general liability and worker's compensation insurance as appropriate.
- E. Serving as the designated point of contact for CCTEC unless determined otherwise by the bodies.

IV. COUNTY AND CITIES CONTRIBUTIONS

- A. Each participating jurisdiction agrees to pay to the Designated Fiscal Agent its respective share of the associated costs, as recommended and approved by CCTEC and subsequently approved by each respective governing body, said sum payable in the first quarter of the fiscal year. Failure of a City to pay shall, at the discretion of CCTEC terminate any rights that City may have to participate in tourism planning and coordination, and the receipt of any services or other benefits under this Agreement. Until such contributions are modified and approved by CCTEC, they remain as follows:

Funding schedule 2019-2020

Cochise County	\$34,165
City of Benson	\$10,011
City of Bisbee	\$10,572
City of Douglas	\$13,917
City of Sierra Vista	\$20,000
City of Willcox	\$9,615

Funding schedule 2020-2021

Cochise County	\$34,000
City of Benson	\$15,000
City of Bisbee	\$15,000
City of Douglas	\$15,000
City of Sierra Vista	\$20,000
City of Willcox	\$15,000

- B. Changes to contributions specified in this section shall require the approval of the governing bodies of each jurisdiction. Nothing in this Agreement shall obligate the County or any City to participate financially at any level of support not specifically approved by the governing body of the jurisdiction, or to assume any financial burden of another party.

V. ELECTION OF CHAIR & VICE CHAIR

- A. The CCTEC will elect a chair and vice-chair, by majority vote, on an annual basis.

VI. AUTHORITY TO ENTER AGREEMENTS

The County and the Cities have authority to enter this Agreement pursuant to A.R.S. §11-951 et seq. The County has the authority pursuant to A.R.S. §11-254.04 to appropriate monies from the general fund for the purpose of economic development activities in the boundaries of the county and which the Board of Supervisors determines is for the economic benefit of the County residents. The Cities, pursuant to A.R.S. §9-500.11, may appropriate and spend public monies for and in connection with economic development activities. The County and the Cities expressly find that the tourism-related activities sponsored under this Agreement constitute "economic development activities" under the above-referenced statutes in that they will assist in the creation or retention of jobs and will otherwise improve or enhance the economic welfare of the inhabitants of the County and the Cities.

VII. INDEMNIFICATION AND INSURANCE

- A. County agrees to hold harmless the Cities, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from County's performance pursuant to this agreement. It is understood and agreed that the County may elect to self-insure against any or all of the risks enumerated in this section. The County shall provide the Cities with current insurance certificates or the evidence of coverage if requested.

- B. The Cities agrees to hold harmless the County and each participating City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from each City's performance pursuant to this agreement. It is understood and agreed that any City may elect to self-insure against any or all of the risks enumerated in this section. Each City shall provide the County or other participating Cities with current insurance certificates or evidence if requested.

VIII. TERM AND TERMINATION

- A. The term of this Agreement shall begin when approved and signed by all the parties hereto and continue through June 30, 2020. This Agreement shall thereafter automatically be renewed for three successive one-year periods; provided, however, that any party can opt out of renewing the Agreement, as to that party, by notifying the other parties in writing at least sixty (60) days prior to the July 1st renewal date.
- B. Any party may terminate its participation in this Agreement upon at least 60 days written notice to the Designated Fiduciary Agent; provided, however, that the terminating jurisdiction shall not be entitled to a refund of its annual contribution, nor a prorated share of such contribution. Unless participation in the Agreement is terminated by three or more of the Cities, it shall continue in force and effect with respect to the non-terminating parties.
- C. In addition to the other termination provisions herein, this Agreement may be terminated by mutual agreement of all participating jurisdictions. In the event of termination prior to the end of the contract period of any renewal period, County and Cities shall be required to pay only their proportionate shares of all services actually performed to date and any expenses required to conclude the termination of services.
- D. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.
- E. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by a participating jurisdiction pursuant to this agreement shall be and remain the property of said jurisdiction.

IX. MISCELLANEOUS

- A. **Waiver**. Waiver, or the failure of any party at any time to require performance by the other, of any provision herein, shall in no way affect that party's subsequent rights and obligations under that provision. Waiver by any party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.
- B. **Entire Agreement**. This written Agreement constitutes the entire agreement between the participating jurisdictions with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.
- C. **Rights of the Parties Only**. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- D. **Non-Discrimination and Equal Employment Opportunity**. Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
- E. **No Boycott of Israel**. In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- F. **Compliance with Immigration Laws**. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
- G. **Compliance with Immigration Laws**. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant

who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

- H. **Public Records Law.** Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

X. APPROVAL OF THE PARTIES

- A. Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors and the Council of each participating city. In the event that any party fails or refuses to approve this Agreement, the other parties hereto may choose to move forward with this Agreement without that party or renegotiate its terms.
- B. Pursuant to A.R.S. § 11-952(D), counsel for each party to this Agreement has determined that the foregoing Agreement is in proper format and is within the powers and authority granted to the respective public agency.
- C. This Agreement may be signed by the respective parties in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument, provided that all parties have approved and executed one or more such documents prior to recordation.

XI. ELECTRONIC SIGNATURES

Any and all parties to this Agreement may sign or attest to this Agreement using electronic signatures, which shall have the same force and effect as though signed with pen and ink.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the date and year written.

APPROVED:

APPROVED:

COUNTY OF COCHISE:

CITY OF BENSON:

By: _____
Thomas E. Borer, Chair Date
Board of Supervisors

By: _____
Toney D. King Date
Mayor, City of Benson

ATTEST:

By: _____
Arlethe R. Morrison, Clerk Date
Board of Supervisors

ATTEST:

By: _____
Vicki L. Vivian, City Clerk Date
City of Benson

By: _____
Britt W. Hanson Date
Chief Civil Deputy, Cochise County Attorney

By: _____
Paul A. Loucks Date
City Attorney, City of Benson

CITY OF BISBEE:

CITY OF DOUGLAS:

By: _____
David M. Smith Date
Mayor, City of Bisbee

By: _____
Robert Uribe Date
Mayor, City of Douglas

ATTEST:

ATTEST:

By: _____
Ashlee Coronado Date
City Clerk, City of Bisbee

By: _____
Brenda Aguilar Date
City Clerk, City of Douglas

By: _____
James Ledbetter Date
City Attorney, City of Bisbee

By: _____
Juan P. Flores Date
City Attorney, City of Douglas

CITY OF SIERRA VISTA:

CITY OF WILLCOX:

By: _____
Frederick W. Mueller Date
Mayor, City of Sierra Vista

By: _____
Mike Laws Date
Mayor, City of Willcox

ATTEST:

ATTEST:

By: _____
Jill Adams Date
City Clerk, City of Sierra Vista

By: _____
Crystal Hadfield Date
City Clerk, City of Willcox

By: _____
Nathan Williams Date
City Attorney, City of Sierra Vista