

**INTERGOVERNMENTAL AGREEMENT  
FOR LEGAL SERVICES**

This Intergovernmental Agreement for Legal Services ("Agreement") is entered into among the Cochise County Board of Supervisors ("Board"), the Cochise County Attorney ("County Attorney"), and the Whetstone Water Improvement District ("WWID").

**RECITALS:**

A. WWID requires legal representation, specifically an attorney letter to granting agency NADBANK assuring them that WWID has the requisite authority to enter into Water Supply and Distribution System Improvements CAP Grant Agreement No. AZ8450, and requests that the County Attorney provide that service; and

B. The County Attorney is authorized to provide that legal representation pursuant to A.R.S. § 11-532(E); and

C. The Board, County Attorney, and WWID are authorized to enter into this Intergovernmental Agreement for Legal Services pursuant to A.R.S. § 11-952 and are willing to do so pursuant to the terms set forth herein; provided, however, that such legal services are limited to issuing the opinion letter to NADBANK.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

**1. Purpose:** The purpose of this Agreement is for the County Attorney to provide prompt, efficient, and professional legal services to WWID.

**2. Term:** The term of this Agreement shall be from the date that this IGA is approved by all parties hereto, until the County Attorney issues and delivers the opinion letter to NADBANK, with a copy to WWID.

**3. Duties of County Attorney:** County Attorney shall:

a. Provide prompt, efficient, and professional legal representation in issuing the opinion letter.

b. The County Attorney will maintain a confidential, attorney/client relationship with WWID with regard to legal representation and advice.

**6. Termination:**

a. Conflict of Interest Cancellation. This Agreement can be canceled without penalty or further obligation pursuant to A.R.S. § 38-511.

b. By Agreement. This Agreement may be terminated at any time by agreement of the parties upon thirty {30} days' written notice.

**7. Contract Applicability to Third Parties:**

a. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any third party of any kind whatsoever.

**8. Indemnification:**

a. WWID's Indemnification Obligations: WWID agrees that it shall, to the fullest extent under the law, defend, protect, indemnify, and hold the County and County Attorney harmless from every kind or character of damages, losses, liabilities, expenses, demands, or claims (collectively "Losses") arising out of, connected with, incident to, resulting from, or relating to the performance of the duties outlined in this contract to the extent such Losses are caused by the negligence or fault of any member of WWID, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of the County Attorney.

b. County's Indemnification Obligations: The County agrees to defend, protect, indemnify, and hold harmless WWID for losses to the extent that such losses are directly related and caused by the negligence or fault of any employee of the County Attorney.

c. Limitations: Neither WWID nor the County Attorney shall indemnify the other Party for any losses resulting from the willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability, or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental, or consequential damages, and the indemnification

obligations shall not be reduced by any insurance coverage or insurance proceeds a Party may have with respect to a claim.

**9. Workers' Compensation:** An employee of any party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be deemed to be Cochise County, which shall be solely liable for any workers' compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

*All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.*

**10. Non-Discrimination:** The parties agree to comply with all applicable federal and state laws prohibiting discrimination on the basis of race, sex, national origin, disability, religion, color, or age. Such laws include, but are not limited to, Executive Order 99-4, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments Act of 1972.

**11. 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.

**12. 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.

**13. Inspection and Audit:** Each party agrees to keep all books, accounts, reports, files, and other records relating to this Contract for five (5) years after

completion of the contract. In addition, each party agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

**14. Public Records Law:** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. Seq.

**15. Jurisdiction and Applicable Law:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

**16. Attorney Review of this IGA:** Pursuant to A.R.S. § 11-952(D), this Agreement must be reviewed by an attorney for WWID and the Board. It is understood and agreed that each party has authorized the County Attorney to review and approve this Agreement on its behalf and waives any conflict arising from such review and approval, provided, however, that WWID may, at its option, retain another attorney to review and approve this Agreement.

**17. Execution in Counterpart:** This Agreement may be executed by its contracting parties in duplicate counterparts, each one of which shall constitute a binding contract document when signed.

**18. Severability:** In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

**19. Electronic Signatures.** Either party may sign this Agreement with electronic signatures, with the same force and effect as if signed in pen and ink.

**IN WITNESS WHEREOF,** the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

**COCHISE COUNTY ATTORNEY**

By: \_\_\_\_\_  
Britt Hanson, Chief Civil Deputy  
Cochise County Attorney

\_\_\_\_\_  
Date

**COCHISE COUNTY BOARD of SUPERVISORS**

By: \_\_\_\_\_  
Thomas E. Borer

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Arlathe R. Morrison  
Clerk of the Board

\_\_\_\_\_  
Date

Whetstone Water District  
By: Steve Phelps  
Steve Phelps, Chair

JAN 15, 2020  
Date

The above Agreement, which is an agreement between public agencies, and has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

**APPROVED:**

By: Britt Hanson  
Britt Hanson, Chief Civil Deputy  
Cochise County Attorney

01 16 20  
Date