

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
COCONINO COUNTY  
AND  
COCHISE COUNTY SCHOOL SUPERINTENDENT  
FOR  
EDUCATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "IGA" or "Agreement") is made and entered into by and between COCONINO COUNTY (by and through the Coconino County Education Services Agency) hereinafter referred to as "Coconino County ESA," and COCHISE COUNTY (by and through the Cochise County Education Service Agency) hereinafter referred to as "Cochise County ESA," collectively "the Parties," for the provision of contracted services pursuant to A.R.S. § 11-952 et seq.

Whereas Coconino County ESA is a duly established education service agency operated by the Coconino County Superintendent of Schools under authority of A.R.S. § 15-301 for the purpose of providing programs and services to school districts and charter schools in Coconino County;

Whereas Cochise County ESA is a duly established education service agency operated by the Cochise County Superintendent of Schools under authority of A.R.S. § 15-301 for the purpose of providing programs and services to school districts and charter schools in Cochise County;

Whereas the Coconino County ESA and Cochise County ESA have voluntarily formed to provide cost effective education services to the Local Education Agency within its combined jurisdictions;

Whereas both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-952.

**NOW, THEREFORE,** in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to provide the terms and conditions under which Cochise County ESA will provide services for the Coconino County ESA to fulfill the obligations of the 2022-2024 Literacy Capacity Grant awarded by the Arizona Department of Education (ADE) to the Coconino County Superintendent of Schools.

**2. Term**

This Agreement shall commence on January 01, 2023, and shall be effective through September 30, 2024.

**3. Termination**

The Parties may terminate this Agreement with thirty (30) days written notice. This Agreement is also subject to the cancellation provisions of A.R.S. § 38-511. Any termination of this Agreement shall not relieve the Parties of responsibility for its costs incurred prior to the effective date of the termination and

any materials obtained for the purposes of this Agreement shall remain the property of the purchasing party and shall be returned to such party in the event of termination of this Agreement.

#### **4. Obligations of the Parties**

##### **Obligations of Coconino County ESA**

- A. Coconino County ESA shall act as the fiscal agent for the Literacy Capacity Grant. Coconino County ESA shall pay invoices within thirty (30) days of receipt of the invoices. Coconino County ESA shall pay to Cochise County ESA the cost reimbursable amounts expended for professional services and other purchased services provided by Cochise County ESA, subject to the amounts budgeted in Exhibit B for each category of expenditure.

##### **Obligations of Cochise County ESA**

- A. The obligations of Cochise County ESA are identified in Cochise County ESA Statement of Work entitled Cochise County ESA Scope of Work for Literacy Capacity Building Grant, attached hereto as **Exhibit A**.

#### **5. Financing**

- A. Funding to Cochise County ESA in the amount of \$260,056.30 in accordance with the attached budget **Exhibit B** is available for this project.

#### **6. Breach of Agreement**

Either party may provide the other with written notice of any breach of this Agreement and may terminate the Agreement if such breach is not remedied by the responsible party within ten (10) days of receipt of such notice. If the breach is of a nature that cannot be remedied within ten (10) days, the Agreement shall not be terminated if the responsible party has diligently pursued a remedy within the ten-day period.

#### **7. No Authority to Bind the Parties**

The Parties have no authority to enter into contracts or agreements on behalf of each other. This Agreement does not create a partnership between the Parties.

#### **8. Compliance with Immigration Laws**

As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) each party warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other party.

## **9. Non-Discrimination**

Both parties shall comply with all state and federal discrimination requirements, including Arizona Executive Order 2009-09.

## **10. Mutual Indemnification**

To the extent permitted by Arizona law, 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 fees), hereinafter collectively referred to as "claims," arising out of bodily injury to 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 occurring during the performance of the Agreement.

## **11. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

## **12. Dispute Resolution**

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. 12-1518, litigation or some other dispute resolution procedure. Unless the Parties agree otherwise, the mediator(s) will be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the Parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

## **13. Cancellation for Non-appropriation of funds**

The Parties recognize that performance of this Agreement depends upon the availability of public funding. If the event public funds are not appropriated, or if the Parties' appropriation is reduced during the fiscal year, the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.

## **14. Entire Agreement**

This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

## **15. Insurance**

The Parties maintain general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Arizona Risk Management Plan.

**16. Independent Contractor**

Each Party is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.

**17. Equal Opportunity Clause**

The provisions of Section 202 Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 shall be incorporated herein by reference and shall be applicable to this IGA unless this IGA is exempted under the rules, regulations or orders of the Secretary of Labor.

**18. Inspection and Audit**

All books, accounts, reports, files, and other records relating to this IGA shall be subject at all reasonable times to inspection and audit by the Parties, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this IGA. Such records shall be produced at Cochise County ESA, or such other location as designated by Cochise County ESA, upon reasonable notice to the Party.

**19. Notice**

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or certified mail-return receipt to:

For Cochise County ESA:

Cochise County School Superintendent	Attn: Jacqui Clay
Cochise County Education Service Agency	E-Mail: jclay@cochise.az.gov
4001 E Foothills Drive, Suite A	Phone: 520-803-3380
Sierra Vista, AZ 85635	Fax: 520-458-5686

For Coconino County ESA:

Coconino County Superintendent	Attn: Cheryl Mango-Paget
Coconino County Education Service Agency	E-Mail: c-mango-paget@coconino.az.gov
2384 N Steves Boulevard	Phone: 928-679-8057
Flagstaff, AZ 86004	Fax: 928-679-8078

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the dates indicated.

**COCONINO COUNTY**

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Patrice Horstman, Chairwoman

**ATTEST**

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Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY**

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Deputy County Attorney

**COCHISE COUNTY**

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Ann English, Chairwoman

**ATTEST**

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Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY**

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Deputy County Attorney