



INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF EDUCATION
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

IGA No: 24-11-ED-1

PROJECT TITLE:

Effective Date: Date of Signature
Termination Date: June 30, 2028

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* this Intergovernmental Agreement is entered into by the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("ADE"), an agency of the State of Arizona, and Cochise County ("CONTRACTOR"). The BOARD is authorized to enter into this agreement by A.R.S. § 15-203(B)(1) and the CONTRACTOR is authorized to enter into this agreement by virtue of . Pursuant to A.R.S. § 11-951 *et seq.* both parties are authorized to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the CONTRACTOR agree to abide by all the terms and conditions set forth in this agreement.

For and on behalf of the CONTRACTOR:
1415 Melody Lane, Building C

For and on behalf of the Arizona Department of Education
1535 W Jefferson Street, Bin # 37
Phoenix, Arizona 85007

Address

Bisbee AZ 85603
City State Zip Code

Signature of Person Authorized to Sign Date
Peggy Judd

Signature of Person Authorized to Sign Date

Printed Name
Chairperson

Printed Name
Chief Procurement Officer

Title

Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signature

Signature

Typed Name and Title

Typed Name and Title

Date

Date



1. Purpose of Agreement

The purpose of this IGA is to provide an ADE employee who will be located within the operations of the County Educational Services agency to plan, design and implement professional development trainings in order to increase student achievement in language arts and mathematics throughout Arizona.

2. Term of Agreement

This agreement is effective from date of signature through June 30, 2024 and can be renewed in accordance with Section 3, or be terminated in accordance with Sections 9 and 11.

3. Renewal of Agreement

This agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

4. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

5. Payment

RESERVED

6. Changes

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this agreement conflicts with any term of this agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the agreement to remove each conflict.

7. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

8. Breach

This agreement may be terminated by either party if the other party fails to fulfill its obligations.



9. Termination

Except as otherwise provided, this agreement may be terminated without cause upon thirty (30) days written notice by either party.

10. Governing Law

This agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

11. Non-Availability of Funds

Every payment obligation of the Arizona Department of Education (ADE) under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (agreement) or any extension of the contract (agreement) is in effect, an employee or agent of any other party to the contract (agreement) in any capacity or a consultant to any other party of the contract (agreement) with respect to the subject matter of the contract (agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

13. Non-Discrimination

The Parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, creed, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

14. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this agreement for a period of five years after completion of the agreement. All



Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

15. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

16. Confidentiality

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this agreement which involves identifiable individual student data.

17. Property Disposition

Disposition of property acquired for the purpose of this agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the agreement. Upon termination or completion of this agreement, the CONTRACTOR shall provide ADE with a listing of all such property, and shall make arrangement to return or dispose of this



property as directed by ADE. The CONTRACTOR shall provide ADE with an inventory for this property within 90 days of this agreement becoming effective, and annually thereafter.

18. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this agreement shall vest in the State of Arizona.

19. Public Record

Both parties recognize that work product developed under this agreement become public information, except as limited by section 17, "Confidentiality."

20. Indemnification and Insurance

The indemnification and insurance requirements for this contract, as applicable, are set out in Attachment B, Indemnification and Insurance, which is incorporated herein.

21. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:
Dr. Jacqui Clay
4001 E. Foothills Dr.
Sierra Vista, AZ 85635
Telephone: (520) 803-3380
Email: jclay@cochise.az.gov

To ADE:
Steven Paulson
Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Telephone: (602) 542-8029
Email: Steven.Paulson@azed.gov

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT A – SCOPE OF WORK	IGA Number
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1.0 ADE MISSION STATEMENT AND PURPOSE

The Arizona Department of Education (ADE) is a service organization committed to raising academic outcomes and empowering parents.

2.0 BACKGROUND AND PURPOSE

ADE and a consortium of County Education Service Agencies have identified the desire for a more efficient and responsive delivery of ADE services on the County level. To that end, ADE and Contractor have agreed to have an ADE employed Program Specialist (Program Specialist) work in the Contractor’s main office to better provide the needed services to the Contractor, and the Local Education Agencies (LEA) and teachers within the County served by the Contractor. That employee will be a regular full-time employee of ADE, but it is expected that the ADE employee, the ADE and the Contractor will cooperate in order to best provide the contemplated services, which include but are not limited to coaching for teachers, professional development training, curriculum, instruction and assessment support, and technical assistance with grants, reporting and other issues.

The purpose of this IGA is to provide an ADE employee who will be located within the operations of the County Education Services agency to plan, design and implement professional development trainings in order to increase student achievement in language arts and mathematics throughout Arizona. The ADE employee will be a Program Specialist and perform the job duties set forth in Exhibit A, Position Description.

3.0 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 3.1 Provide the Program Specialist with safe, adequate and sufficient office or workspace within Contractor’s primary office.
 - 3.1.1 Provide all office furniture, including but not limited to desk, chairs, lighting and filing space, reasonably necessary for the Procurement Specialist to perform the work set forth in Exhibit A, Job Description.
 - 3.1.2 Provide all utilities, including reliable and consistent internet access reasonably necessary for the Procurement Specialist to perform the work set forth in Exhibit A, Job Description.
 - 3.1.3 At its option, Contractor may provide additional services, including any land line telephone access and equipment it determines reasonably necessary for the Procurement Specialist to perform the work set forth in Exhibit A, Job Description.
- 3.2 Interview candidates for the Program Specialist position that are referred to Contractor by ADE.
 - 3.2.1 Contractor may disseminate the Position Description and position announcement, provided, however, all potential applicants are instructed that all applications must be received by ADE through the designated job portal, azstatejobs.gov.
 - 3.2.2 Contractor may determine not to interview a referred candidate.
 - 3.2.3 Contractor shall abide by all laws, rules, regulations processes and procedures for the interviewing and hiring of candidates for state employment in conducting the interviews.
 - 3.2.4 Contractor shall identify the preferred candidate from the candidates referred to it by ADE and recommend that candidate to ADE for employment. Contractor at its option may provide ADE with a ranked list of acceptable candidates, should ADE not hire the preferred candidate for any reason.
 - 3.2.5 Contractor recognized that the decision to hire the Program Specialist, who will be an employee of ADE, remains at all time in the discretion of ADE.
- 3.3 Cooperate with ADE employee and ADE to provide the services identified in Exhibit A, Position Description and plan, design and implement professional development trainings in order to increase student achievement in language arts and mathematics in the County.
 - 3.3.1 Contractor acknowledges that it does not have the right to supervise or discipline the Program Specialist. Any issues with the performance or conduct with the Program Specialist should be raised by Contractor to ADE.



- 3.5 Not grant the Program Specialist access to the local computer system, nor gain access to ADE computer systems without previously receiving approval from ADE and entering into a data sharing agreement.

4.0 ADE RESPONSIBILITIES

ADE will:

- 4.1 Create and disseminate an advertisement for the position of Program Specialist.
 - 4.1.1 The advertisement will be posted on the State job board, azstatejobs.gov. All applications for the Program Specialist position must be received by ADE through that portal.
 - 4.1.2 ADE will initially review all applicants and identify appropriate candidates for the position and refer those candidates to Contractor for further action.
 - 4.1.3 ADE will have the final right to determine the appropriate person to hire for the Program Specialist position.
- 4.2 Employ the Program Specialist.
 - 4.2.1 Determine the qualifications and experience necessary for the position.
 - 4.2.2 Provide all compensation and benefits for the Program Specialist, which will comprise all compensation and benefits as a regular full-time ADE employee, including but not limited to pay, health care, retirement and travel. The Program Specialist shall not receive any compensation from Contractor.
 - 4.2.3 Directly supervise the Program Specialist. The Program Specialist will be subject to all Rules, Regulations, policies, processes and procedures appertaining to employees of ADE.
- 4.3 Cooperate with Contractor to provide the services identified in Exhibit A, Position Description and plan, design and implement professional development trainings in order to increase student achievement in language arts and mathematics in the County.
- 4.4 Provide the Program Specialist with all IT and other equipment and supplies to adequately perform the position, except as identified in Section 3, above.
 - 4.4.1 Be responsible for the repair, maintenance and resolution of all issues regarding ADE equipment and services, including IT equipment and access to ADE systems.

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT B – INDEMNIFICATION AND INSURANCE	IGA Number
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1.1 Indemnification:

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, Department of Education, is self-insured per A.R.S. 41-621.

In addition, should (*Governmental Agency*) utilize a contractor(s) and subcontractor(s) the indemnification clause between (*Governmental Agency*) and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, (*contractor or subcontractor*) shall defend, indemnify, and hold harmless the (*Governmental Agency*) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its 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 contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 contractor 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

1.2 Insurance Requirements for Governmental Parties to an IGA

- None

1.3 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1.4 Minimum Scope And Limits Of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.4.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.



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- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

1.5 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

1.5.1 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.6 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.6.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 1.6.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.7 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.8 Acceptability of Insurers



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Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.9 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 1.9.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 1.9.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.9.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.10 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

1.11 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.

1.12 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.