

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
by and between
City of Flagstaff and Coconino County
regarding the**

INTERPRETER AND INTERPRETER COORDINATION

AMENDMENT NUMBER TWO

This Second Amendment to the Intergovernmental Agreement (hereinafter this “Second Amendment/Addendum”) is made this _____ day of _____, 2023,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, an Arizona municipal corporation, with offices at 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the "City"),

RECITALS:

WHEREAS, the County and the City entered into the Intergovernmental Agreement regarding the Interpreter and Interpreter Coordination commencing on the 20th day of March, 2001 (hereinafter “Intergovernmental Agreement”); and

WHEREAS, the Intergovernmental Agreement provides coordination of all in-court interpreting services in Spanish and other languages as needed; and

WHEREAS, the First Amendment/Addendum to the Intergovernmental Agreement provided for a modification in funding, creating an equal split; and

WHEREAS, this Second Amendment/Addendum to the Intergovernmental Agreement is for the purpose of adding Coconino County Superior Court as a party to this Intergovernmental Agreement and amending the funding to provide for an amended funding structure, and

- A. The parties wish to amend the First Amendment/Addendum, a copy of which is attached hereto as Exhibit “1” and which is and has been amended by the parties, in order to provide for a reallocation of percentages for funding as more fully set forth below; and
- B. The parties seek to implement this Second Amendment/Addendum in accordance with the procedures in Paragraphs 6 & 7 of the original Intergovernmental Agreement.

AGREEMENT:

THEREFORE, in mutual consideration of the benefits attending to all Parties:

1. The Intergovernmental Agreement is amended as follows:
 - A. The parties hereby incorporate by reference the above stated Recitals.
 - B. The following party is added to this Intergovernmental Agreement: SUPERIOR COURT OF COCONINO COUNTY, Judicial branch of the State of Arizona, with office at 200 North San Francisco Street, Flagstaff, Arizona 86001, (hereinafter the "Court").

Paragraph 3.B. shall state:

The CITY is to provide partial funding in the amount of 25% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same should the CITY modify its salary structure; provide for salary increases or decreases for any reason; or provide merit, overtime, incentive, or any other type of compensation or benefit. Should COUNTY funding not be available for any reason, the CITY will not be responsible to continue the position or fund the position.

C. Paragraph 3.C. shall state:

The COUNTY is to provide partial funding in the amount of 75% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same even though the CITY may modify its salary structure; provide for salary increases or decreases for any reason; or provide merit, overtime, incentive, or any other type of compensation or benefit. Should CITY funding not be available or should the CITY eliminate the position for any reason, the COUNTY will not be responsible to continue funding the position.

D. Paragraph 10 is added to the Agreement as follows:

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available, or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by any of the Parties or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to any of the Parties or any other agency of the State of Arizona in the event this provision is exercised, and neither any of the Parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

E. Paragraph 11 is added to the Agreement as follows:

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all 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 each of the Parties at reasonable times. Upon request, any Party shall produce the original of any or all such records at the offices of the requesting the Party.

F. Paragraph 12 is added to the Agreement as follows:

Each Party shall comply with Executive Orders No. 2023-01, and 2009-9, which mandate that all persons, regardless of race, color, religion, sex, age, or national origin 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. Each Party shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

G. Paragraph 13 is added to the Agreement as follows:

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

Each Party 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 in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”) 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 Agreement. Each Party retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the other Parties or subcontractor is complying with the warranty hereunder.

H. Paragraph 14 is added to the Agreement as follows:

This Agreement shall be construed in accordance the laws of the State of Arizona.

I. Paragraph 15 is added to the Agreement as follows:

To the extent applicable, each Party warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01, et. seq., and will refrain from any such boycott for the duration of the Agreement.

J. Paragraph 1(A) of the Agreement is amended as follows:

The term of the Agreement shall be valid through June 30, 2033, if not terminated earlier by any of the Parties pursuant to the provisions hereof.

K. Paragraph 16 is added to the Agreement as follows:

The Parties further certify that they shall comply with A.R.S. § 35-394, regarding the use of the forced labor of ethnic Uyghurs, as applicable.

2. All other terms and conditions of the original Intergovernmental Agreement not specifically amended herein shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment/Addendum to be executed by their duly authorized officers the day and date first above written.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Beck Daggett, Mayor

By _____
Patrice Horstman
Chairman, Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Deputy Clerk

Approved as to form and within
the powers and authority of the
City:

Approved as to form and within
the powers and authority of the
County:

City Attorney

Deputy County Attorney

COCONINO COUNTY SUPERIOR COURT

APPROVED AS TO FORM AND SUBSTANCE:

Dan Slayton, Presiding Judge
Coconino County Superior Court