

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COCHISE COUNTY AND
THE CITY OF SIERRA VISTA AUTHORIZING BOTH ENTITIES
TO ADMINISTER PROGRAMS AND TO RECEIVE AND DISBURSE FUNDS
FOR THE UPPER SAN PEDRO PARTNERSHIP**

THIS AGREEMENT by and between Cochise County (hereinafter "the COUNTY") and the City of Sierra Vista (hereinafter "the CITY"), political subdivisions within the State of Arizona, is made and entered into pursuant to A.R.S. § 11-952, for the purpose of providing administrative and program support of the Upper San Pedro Partnership (hereinafter "the USPP").

RECITALS

1. The COUNTY and CITY share mutual concerns about the reliability of the long-term water supply for the area.
2. The COUNTY and CITY are both major participants in the Upper San Pedro Partnership (USPP), an intergovernmental and cooperative group formed for the purpose: "To coordinate and cooperate in the identification, prioritization and implementation of comprehensive policies and projects to assist in meeting water needs in the Sierra Vista sub-watershed of the Upper San Pedro river basin".
3. The COUNTY and the CITY, as members of the USPP, through this AGREEMENT, are committed to providing funding and "in-kind" support to assist the efforts of the USPP in resolving the water issues of the sub-watershed, including major funding for Program Administration to the extent allowable by law and authorized by the respective governing bodies of the COUNTY and CITY.
4. The CITY is the designated fiscal agent for USPP. The COUNTY may in certain instances serve as a pass-through agency for funds for certain USPP-supported projects such as WaterWise.
5. This IGA shall serve as an "Umbrella Agreement" between the COUNTY and the CITY covering the Water-Wise Program, administration, all non-flood control funding and programs designated by the COUNTY and the CITY in support of the USPP. Specific funding amounts for programs or projects will be specified by amendment to the AGREEMENT to the extent needed; provided however, that it is the general intent of this

AGREEMENT that both the COUNTY and the CITY may act in a fiscal capacity under this Umbrella Agreement subject to prior appropriation of funding by each party;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The CITY or COUNTY are each authorized to receive and disburse non-flood control funding or resources for USPP-approved and -designated programs, projects or activities such as WaterWise and USPP administration, which have been or will be identified in support of resolving the water issues of the sub-watershed.
2. The COUNTY and the CITY agree to provide funding and resources for the support of the USPP and its designated programs, projects or activities in the amount and type as specifically authorized by each respective entity.
3. The CITY or the COUNTY may contract for such USPP-sponsored or –endorsed projects within the scope of its authority.
4. The Parties agree that neither the CITY nor COUNTY will be solely responsible for any costs that may be incurred by either entity acting in its capacity as the contracting agency, arising from an early termination of a contractor, or from any other claims by a contractor, as the result of actions taken upon the recommendations of USPP and/or its committees.
5. Any disputes regarding contractual issues involving the CITY in its role as fiscal agent for USPP or the COUNTY in its capacity as a contracting agent regarding a program, project or activity for USPP will be submitted to the City Manager and County Administrator for resolution. CITY and COUNTY shall, to the extent possible, require that other parties to a contract on behalf of USPP agree to submit any unresolved disputes to non-binding arbitration and agree to pay one half of the cost of arbitration and its own legal costs should the resolution of a contract dispute be referred to the courts.
6. The COUNTY shall defend, hold harmless, and indemnify CITY, its officers, agents, and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the COUNTY, its agents, officers, and employees, in the performance of this AGREEMENT, but only to the extent that such claims arise from such negligence or intentional torts. The CITY shall hold harmless, defend and indemnify the COUNTY, its officers, agents, and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the CITY, its agents, officers, and employees, in the performance of this AGREEMENT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the Parties, their agents, officers, and employees, in comparison with others (including, but not limited to, the other Party) who may have contributed to or in part caused any such claim to arise.

- 7. Any reports or data generated by USPP Projects are agreed to be public information that may be distributed or otherwise used by the COUNTY and CITY for whatever purpose they deem appropriate without permission of the other Party, except for commercial purposes or profit. Each Party shall receive one (1) copy of all data collections, reports and other documents prepared in connection with this AGREEMENT. Equipment purchased for projects, with the Parties contributed funds, will be accounted for and equitably divided between the funding parties upon termination of this AGREEMENT in proportion to the funds contributed toward the purchase by each Party.
- 8. This AGREEMENT shall be effective upon the date that it is approved by both Parties and recorded with the Cochise County Recorder and shall remain in effect for a period of three (3) years, unless extended by the Parties. Either Party, upon written notification sent to the other Party, may terminate this AGREEMENT at an earlier date. The terminating Party will be responsible for any additional costs that may be incurred as a result of this early termination.

WITNESS, this AGREEMENT be, and hereby is, executed this 23rd day of February, 2010 by, and on behalf of, the COUNTY and the CITY, after having been duly authorized by the respective governing bodies thereof.



 ANN ENGLISH, Chairman
 Cochise County Board of Supervisors



 ROBERT B. STRAIN, Mayor
 City of Sierra Vista

ATTEST:



 KATIE A. HOWARD
 County Clerk

ATTEST:



 JILL ADAMS
 City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN COCHISE COUNTY AND THE CITY OF SIERRA VISTA FOR A NON-FLOOD CONTROL USPP ADMINISTRATION AND PROGRAMS.

The attached AGREEMENT, which is an AGREEMENT between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy COUNTY Attorney 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 Cochise County.

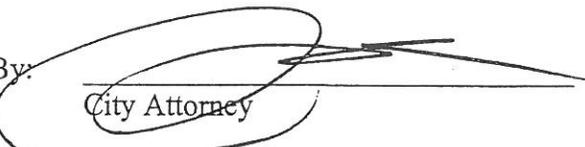
Approved as to form this 23rd day of Feb, 2010.

ED RHEINHEIMER
Cochise County Attorney

By: 
Deputy County Attorney

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 public body or bodies identified below.

This 1st day of March, 2010.

By: 
City Attorney

CITY OF SIERRA VISTA
Name of Public Bod(ies)