

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE AND
THE BENSON UNIFIED SCHOOL DISTRICT**

1. This Agreement is entered into, pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* between the Cochise County School Superintendent's Office (CCSSO), through the Cochise County Board of Supervisors, and the Benson Unified School District (BUSD or District).

2. The CCSSO and the BUSD agree to the following terms:

- a. The CCSSO is authorized to enter into this Agreement under A.R.S. § 15-203(B) (1) and the BUSD is authorized to enter into this Agreement by virtue of A.R.S. § 15-342.13.
- b. This Agreement shall remain in effect through June 30th, 2015 unless terminated, canceled or extended as otherwise provided herein.
- c. This Agreement shall not bind nor purport to bind the CCSSO and the BUSD for any contractual commitment in excess of the original Agreement term. The Parties may mutually agree to renew the Agreement in one-year increments.

3. **Purpose of Agreement.** The purpose of this Agreement is to make available the services of Mike Wilson and/or the BUSD IT staff, to the CCSSO for one year, as Technology Coordinator for the Cochise County Education and Technology Consortium.

4. **Definitions.** Technology Coordinator refers to Mike Wilson and/or the BUSD IT staff who, while under a contract of employment with the CCSSO, fulfills contractual duties as the Technology Coordinator as specified for school year 2014 – 2015, and any subsequent, applicable school year in the event this Agreement is renewed or extended, as provided herein.

5. **CCSSO and BUSD Responsibilities.**

- a. The CCSSO agrees to pay \$2,000 for each school district that has equipment purchased and installed by the Technology Coordinator during the period January 1st, 2015 through June 30th, 2015. Completion shall be determined by a written notice from the school district that verifies that the equipment is operable and they can access content. Payment shall be made by the CCSSO to the BUSD within 15 days after the school district's notification to CCSSO.
- b. The Technology Coordinator shall be paid by the BUSD. The BUSD shall provide Mike Wilson and/or the BUSD IT staff with all monetary and negotiated fringe benefits normally provided. The CCSSO shall not directly pay employee-related benefits, including such coverage as worker's compensation; instead, the BUSD shall be considered the employer of record for such purposes.

- c. The BUSD shall provide the Technology Coordinator with office space, equipment, supplies, and transportation at the BUSD site.
 - d. The Parties agree that Mike Wilson and/or the BUSD IT staff members who are providing services on any school district campus shall have valid fingerprint clearance for the full time that such services are being provided.
6. **CCSSO Responsibilities.** The CCSSO will reimburse the BUSD for requisite contract duties provided over the term of this Agreement and as specified in Section 5.a.
7. **BUSD Responsibilities:** The Technology Coordinator will oversee the purchasing and installing of ITv equipment for the schools participating in the Cochise County RUS Grant. The BUSD will submit a \$2,000 invoice to the CCSSO for each district completed.
8. **Agreement Modification.** This Agreement may only be modified in writing and must be signed by both Parties and/or their duly authorized agents.
9. **Arbitration.** The Parties to this Agreement 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.
10. **Assignment and Delegation.** No right or interest in this Agreement shall be assigned without the written permission of the other Party (and no delegation of any obligation owed, or of the performance of any obligation) without written agreement between the CCSSO and the BUSD.
11. **Breach.** Failure by the CCSSO and/or the BUSD to provide the services/material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach by the CCSSO and/or the BUSD of this Agreement. Upon breach, either Party may, at its option, cancel this Agreement after written notice to the other Party. A determination to cancel this Agreement does not waive any other remedy, which either Party may have pursuant to state or federal law.
12. **Confidentiality.** The CCSSO and the BUSD are required to comply with the federal Family Educational and Privacy Rights Act of 1974 as well as A.R.S. § 15-141(A).
13. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.
14. **Savings Clause.** The Parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.
- 15.

16. **Non-Discrimination.** The Parties to this agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex (including sexual preference/identification), color, religion, national origin, ethnicity, age, handicap (including genetic information) or veteran status.

17. **Notices.** All written communications shall be addressed and mailed or personally served upon the Parties, as follows:

To
Benson Unified School District
360 South Patagonia Street
Benson, AZ 85602
(520)720-6700

To
Cochise County School Superintendent's
Office
P.O. Drawer 208
Bisbee, AZ 85603
(520) 432-8950

Technical Contact:
Dr. Micah Mortensen, Superintendent

Technical Contact:
Trudy Berry, County School Superintendent

18. **Reporting and Records.** The Parties shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of three (3) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times.

19. **Employee Worker Eligibility.** By entering into the Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations.

20. **Cancellation for Conflict of Interest.** This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

21. **Authority to Contract.** The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered as original, and all of which taken together shall be considered one and the same instrument.

23. **Disposition of Property.** Property acquired under this Agreement shall remain the property of CCSSO, however, it shall remain at the school district in which it is installed so long as it is being used by that school district for the purpose for which it was purchased and installed

pursuant to this Agreement. Should that school district determine the property to be excess, outdated or surplus, CCSSO shall have the right to reclaim the property from the school district.

24. **Termination.** Except as otherwise provided, this Agreement may be terminated by either Party, by providing thirty (30) days written notice.

APPROVED:

APPROVED:

COCHISE COUNTY

BENSON UNIFIED SCHOOL DISTRICT

By: _____
Patrick Call, Chairperson

By: _____
Dr. Micah Mortensen, Superintendent

Date: _____

Date: _____

ATTEST:

By: _____
Arlethe Rios, Clerk
Cochise County Board of Supervisors

Date: _____

COCHISE COUNTY SCHOOL SUPERINTENDENT

By: _____
Trudy Berry, Superintendent

Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: IGA between the Cochise County School Superintendent and the Benson Unified School District for Reimbursement for the RUS Grant Technology Coordinator

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney for Benson Unified School District who has determined that it is in appropriate form and is within the powers and authority granted to the District.

APPROVED AS TO FORM this ____ day of _____, 2015.

By: _____
Candyce B. Pardee, Esq.
Benson Unified School District 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 Cochise County and the County School Superintendent.

APPROVED AS TO FORM this ____ day of _____, 2015.

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