RESOLUTION NO. 2019-24

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH FLAGSTAFF UNIFIED SCHOOL DISTRICT #1 FOR FRIENDS OF CAMP COLTON WITH THE SUPERINTENDENT OF SCHOOLS OFFICE

WHEREAS, the Board of Supervisors has certain statutory authority pursuant to A.R. S. §11-952 to enter into intergovernmental agreements; and,

WHEREAS, the Coconino County Superintendent of Schools is authorized by statute to provide discretionary programs at the request of school districts in the County, pursuant to A.R.S. §15-302(B),

WHEREAS, the Coconino County Superintendent of Schools has established an Intergovernmental Agreement with Flagstaff Unified School District to provide funding for Friends of Camp Colton Environmental Education Project.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby approves the attached Intergovernmental Agreement as prepared and presented by the Superintendent of Schools, and authorizes the Superintendent of Schools to sign said Agreement on its behalf.

PASSED AND ADOPTED this 6th day of August, 2019, by the Coconino County Board of Supervisors.

AYES: 5
NOS: 0
ABSENT: 0

COCONINO COUNTY BOARD OF SUPERVISORS

(S Seal)

Luna Fowler, Chair

ATTEST:

Lindsay Daley, Clerk of the Board

APPROVED AS TO FORM:

Rose Winkeler

Resolution 2019-24 Page 1 of 1 Approved August 6, 2019
INTERGOVERNMENTAL AGREEMENT
By and between
COCONINO COUNTY SUPERINTENDENT OF SCHOOLS, FLAGSTAFF UNIFIED
SCHOOL DISTRICT #1

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into as of July 1, 2018, by and between Coconino County Superintendent of Schools (hereinafter “Superintendent”), on behalf of COCONINO COUNTY, and Flagstaff Unified School District #1 (hereinafter “FUSD”). FUSD and Superintendent shall hereinafter be referred to individually as “Party” and collectively as “Parties.”

Whereas, FUSD is duly established school district authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13);

Whereas, Camp Colton is the environmental education center of FUSD;

Whereas, Friends of Camp Colton is a 501(c)3 non-profit organization that supports the mission and financial sustainability of Camp Colton;

Whereas, the Coconino County Superintendent of Schools (hereinafter Superintendent) is authorized to provide discretionary programs at the request of school districts pursuant to A.R.S. § 15-302(B);

Whereas, all 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, the Parties agree as follows:

1. Purpose

   The purpose of this Agreement is to provide Flagstaff Unified School District Forest Fee Revenue funding to support Friends of Camp Colton. FUSD will utilize Friends of Camp Colton to administer field trips, curriculum and/or projects connected to its organizational vision as it relates to Camp Colton’s experiential outdoor education programs and initiatives.

2. Title

   The Title of this program is Friends of Camp Colton Environmental Education Project.

3. Term

   This Agreement shall be effective and the Parties are bound by the terms of this Agreement beginning on July 1, 2019, and this Agreement shall continue to be binding upon the Parties until June 30, 2020.
4. Termination

Any Party may withdraw from this Agreement by providing thirty (30) calendar days advanced written notice to the other Parties. Termination pursuant to this provision shall be effective upon the expiration of thirty calendar days from the date of the notice.

5. Special Provisions

A. Obligations of FUSD

1. FUSD agrees to coordinate with Friends of Camp Colton to ensure Friends of Camp Colton provides staff, materials, and resource personnel to administer the environmental education program described in the Purpose of this Agreement.

2. FUSD agrees to allocate the funds provided herein to Friends of Camp Colton by September 30, 2019.

3. FUSD agrees to only use the funds provided for the purposes described herein.

6. Financing

Upon approval by the Coconino County Board of Supervisors and execution of this Agreement, the Coconino County Superintendent of Schools agrees to fund Flagstaff Unified School District #1 $7,500.00 to be used as stated in this Agreement.

7. Cancellation for Conflict of Interest

Pursuant to A.R.S. 38-511, the State or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the 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.

8. Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party’s employees, officers, students or agents. Notwithstanding any other provision of this Agreement to the contrary, any agreement by one Party to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, the indemnifying Party’s available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

9. Mutual Agreements.
A. This Agreement terminates and supersedes all prior understandings and agreements, whether written or oral, between the Parties on the subject matter hereof.

B. If either Party fails to comply with the terms of this Agreement, such failure shall be deemed a default, and the non-defaulting Party shall have all rights and remedies available in law or in equity.

C. Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

D. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

E. This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those expressly contained herein, and any amendment or modification of this Agreement shall be made in a writing signed by both Parties to this Agreement.

F. If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

G. All student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable State laws and School Board policies controlling the disclosure of personally identifiable information from a student’s education records.

H. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection or audit by FUSD, Superintendent, or their agents during the term of this Agreement and for five (5) years after termination of this Agreement. Such records shall be produced at the offices of the Party requesting them or such other reasonable location as is designated by the requesting Party.

I. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

J. As required by A.R.S. § 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. Each Party acknowledges that a breach of this warranty by the Party or
by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the Party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-contractor as specified in this paragraph.

K. The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

L. This Agreement shall be governed and interpreted by the State of Arizona. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Coconino County, Arizona.

M. Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.

N. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

O. Except as provided in this Agreement, employees of one Party shall not be deemed employees of the other Party, and the employing Party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

P. The Parties do not anticipate the joint acquisition of property pursuant to the terms of this Agreement. Any property purchased by a Party in performance of that Party's obligations pursuant to the terms of this Agreement shall be returned to said purchasing Party within thirty (30) calendar days of the termination of this Agreement for any reason.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
Signature pages and Exhibits follow
COCONINO COUNTY

Approved by resolution of the Board of Supervisors on the __th day of __________, 2019, authorizing the County Superintendent of Schools to sign of its behalf.

Coconino County Superintendent of Schools

By: Dr. Risha VanderWey, Superintendent

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned 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 those parties of the Agreement represented by the undersigned attorney.

[Signature]
Attorney for FUSD

[Signature]
Deputy County Attorney

FLAGSTAFF UNIFIED SCHOOL DISTRICT #1

Approved by resolution of the governing board on the __th day of __________, 2019, authorizing the Superintendent to sign on its behalf.

Flagstaff Unified School District #1 Superintendent

By: Michael Penca, Superintendent