

**INTERGOVERNMENTAL AGREEMENT**  
**by and between**  
**NAVIT**  
**and**  
**GILA COUNTY COMMUNITY COLLEGE**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_ day of \_\_\_\_\_, 2014, by and between the Northern Arizona Vocational Institute of Technology (NAVIT) (the “JTED”) and Gila County Community College District, also known as GCC (the “College”), hereinafter referred to individually as “Party” and collectively as the “Parties”, for the joint establishment of a Cosmetology Program;

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952, A.R.S. §15-342(13), A.R.S. §15-393(K) and A.R.S §15-1444(E);

**WHEREAS** JTED desires to provide funding to College to establish a Cosmetology Program as defined below in Section 4(A)(2)(m) of this Agreement; and

**WHEREAS** College desires to utilize funding from JTED to purchase a modular building to house the Cosmetology Program (as described in the attached Exhibit A and hereinafter referred to as the “Building”) and Cosmetology Program Equipment (as described in the attached Exhibit B and hereinafter referred to as the “Equipment”) in order to establish an support the Cosmetology Program; and

**NOW THEREFORE**, in consideration of the mutual agreements set forth, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide College with funding for College to utilize to establish a Cosmetology Program.

**2. Term**

This Agreement shall commence and be effective on July 1, 2014 (the “Commencement Date”), and shall terminate on June 30, 2024 (the “Date of Termination”), unless terminated by any Party as provided for in this Agreement. Payment, performance and obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

### **3. Termination**

- A. This Agreement may be terminated by either Party upon written notice to the other Party given no later than Thirty (30) days prior to the end of the then current College academic semester. Said termination shall not become effective until the end of the current semester in which notice is given.
- B. In the event that the College fails to comply with or observe any provision of this Agreement, in addition to any other remedy that may be available to the JTED by reason of such failure, whether at law or in equity, the JTED may immediately terminate this Agreement and all rights of College hereunder by providing written notice of termination to College.
- C. Upon termination of this Agreement, all property purchased by College utilizing funds provided by JTED pursuant to Section 4(A)(1) of this Agreement shall remain the property of College. All property purchased by a Party to this Agreement utilizing its own funds shall remain the property of the purchasing Party and shall be returned to that Party by the other Party when no longer in use or upon termination, whichever is sooner.
- D. In the event JTED terminates this Agreement prior to the Date of Termination as a result of a College failure to comply with or observe any provision of this Agreement, the Agreement is terminate pursuant to Section 5 of this Agreement, or College terminates this Agreement pursuant to Section 3(A) of this Agreement, the College shall repay JTED the full amount of funds, subtracting any payments made by College to JTED pursuant to Section 4(A)(2)(1), provided by JTED pursuant to Section 4(A)(1) of this Agreement within Sixty (60) calendar days of the effective date of termination.

### **4. Obligations of the Parties**

#### **A. Responsibilities.**

##### **(1) Responsibilities of JTED.**

- a. JTED shall provide College with One Hundred Sixty Two Thousand Eight Hundred Dollars (\$162,800.00) for use by College to purchase the Building and the Equipment.
- b. JTED shall review with the College the Equipment (as described in Exhibit B) proposed by College for purchase with JTED funds provided pursuant to Section 4(A)(1)(a) above. JTED review of said Equipment shall include, but not be limited to, fitness for use in the Cosmetology Program and prudent use of JTED funds by College as determined in the sole discretion of JTED. College

purchases of Equipment with JTED funds are contingent on College obtaining prior written approval from JTED.

- c. JTED shall review with the College the Building (as described in Exhibit A) proposed by College for purchase with JTED funds provided pursuant to Section 4(A)(1)(a) above. JTED review of said Building shall include, but not be limited to, fitness for use in the Cosmetology Program and prudent use of JTED funds by College as determined in the sole discretion of JTED. College purchases of Equipment with JTED funds are contingent on College obtaining prior written approval from JTED.
- d. JTED shall act as a consultant to College during the Building and Equipment installation and construction processes.
- e. JTED shall submit requests for information to College in writing to the address listed and to the College officer outlined in Section 12 below. JTED in its sole discretion may elect to submit its written request for information via email or fax to the appropriate College officer.

(2) Responsibilities of College.

- a. College shall utilize funds provided by JTED pursuant to Section 4(A)(1) for the purchase of the Building and Equipment only.
- b. College shall obtain written approval of JTED prior to finalizing purchases or committing any funds provided by JTED pursuant to Section 4(A)(1).
- c. College shall be solely responsible to perform, and solely liable for any liability arising from, any and all procurement processes required by applicable law for the purchase, installation, construction, and maintenance of the Equipment and the Building.
- d. College shall be solely liable for any and all liability arising from the purchase, installation, construction, and maintenance of the Equipment and the Building.
- e. College will provide all staff, contractors, facilities, equipment, supplies, utilities, maintenance, property and liability insurance, and oversight to facilitate the installation, construction, and maintenance of the Building and the Equipment.
- f. College warrants that College is in, and College's current and valid operating policies contain provisions to ensure, compliance with

the applicable portions of Arizona Revised Statutes Title 41, Chapter 25 *et. seq.*

- g. College will comply with all safety procedures in order to meet applicable State and Federal regulations.
- h. College shall consult with JTED during the Building and Equipment installation and construction processes.
- i. College shall respond to JTED requests for information in writing no less than Five (5) business days from the date of receipt of said request.
- j. College's overhead and administrative costs are the responsibility of the College.
- k. College shall abide by and comply with all applicable State, Federal, and Local laws.
- l. College shall repay JTED in the total amount of Fifty One Thousand Four Hundred Dollars (\$51,400.00). This repayment shall be made in equal annual monthly installments of \$458.00 due no later than July 1<sup>st</sup> of each year for which this Agreement is in effect. College may choose to repay the entire amount due pursuant to this sub-section in advance at any time during the term of this Agreement without any penalty.
- m. College shall create and maintain a Cosmetology Program designed to lead College and JTED students to a career in cosmetology. The Cosmetology Program shall consist of a minimum of Four (4) College semesters of College approved curriculum designed to lead College and JTED students to satisfying the Arizona State Board of Cosmetology requirement of 1600 clock hours. The Cosmetology Program shall prepare College and JTED students to successfully pass the Arizona State Board of Cosmetology licensing exam.
- n. College shall create and maintain an active advisory council to review the content and quality of the Cosmetology Program. The Cosmetology Program advisory council shall include at a minimum a representative chosen by JTED, a representative chosen by College and a local licensed cosmetologist agreed upon by the advisory council representatives of College and JTED. The Cosmetology Program advisory council shall meet no less than one time per year and no later than June 30<sup>th</sup> of each year this Agreement is in effect.

- o. College hereby acknowledges and agrees that any failure by College to perform its responsibilities pursuant to this Section to the satisfaction of JTED shall be considered a material breach of this Agreement.

**B. Cosmetology Program Courses.** Both Parties hereby agree that College shall for the duration of this Agreement conduct annual Cosmetology Program courses which shall be further detailed and agreed upon by College and JTED in a separate IGA. College shall ensure that JTED students will have access to no less than Twenty (20) enrollment spaces in the Cosmetology Program for each JTED academic year for which this Agreement is in effect.

**5. Cancellation for Conflict of Interest**

Pursuant to A.R.S. §38-511, either Party to this Agreement may, within three years after the execution of this Agreement, 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.

**6. Non-discrimination**

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.

**7. Insurance**

College and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

**8. Employees**

An employee of any Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

**9. Mutual Indemnification**

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Parties (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding any other provision of this Agreement to the contrary, any agreement by the Indemnitor to defend, hold harmless or indemnify the Indemnitee shall be limited to, and payable only from, the Indemnitor’s available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

**10. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. Unless otherwise stated in this Agreement, JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15-391 through 15-396), as amended.

**11. Mediation**

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

**12. Notice**

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

**JTED**

Matthew G. Weber, Superintendent  
NAVIT  
951 West Snowflake Boulevard  
Snowflake, AZ 85937  
Phone: 928-536-6100  
Fax: 928-536-7287

**COLLEGE**

Governing Board President  
Gila County Community College  
P.O. Box 2656  
Globe, AZ 85505  
Phone: 928-425-8481  
Fax: 928-425-8492

**13. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement is effective as of the date first written above.

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

**IN WITNESS HEREOF**, the parties sign this Agreement:

**NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

By: \_\_\_\_\_

Matthew G. Weber

Title: NAVIT 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 the JTED Governing Board.

By: \_\_\_\_\_

Legal Counsel for JTED

**GILA COMMUNITY COLLEGE DISTRICT**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014, upon resolution of the District Governing Board of the Gila County Community College District, approving this Agreement and authorizing its President to sign below:

By: \_\_\_\_\_

Title: GCC Governing Board President

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 the Governing Board of Gila County Community College District.

By: \_\_\_\_\_

Legal Counsel for the Gila County Community College District