

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY BY AND THROUGH THE PINAL COUNTY SHERIFF'S OFFICE
AND THE DEPARTMENT OF LIQUOR LICENSES & CONTROL (DLLC)
REGARDING USE OF SHOOTING RANGE**

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into this 11TH day of October 2023, ("Effective Date") by and between Pinal County ("County") by and through the Pinal County Sheriff's Office ("PCSO") and DLLC ("User Agency"). The County and User Agency are sometimes hereafter referred to individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Pinal County and DLLC are authorized to enter into this IGA pursuant to A.R.S. §§ 11-951 *et seq.*; and

WHEREAS, Pinal County owns the outdoor Shooting Range located at parcel # 200-32-0020, in Pinal County, Arizona ("Range") which is managed by PCSO.

WHEREAS, User Agency desires to use the Range and the County agrees to have the User Agency use the Range in accordance with the terms and conditions herein; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE AND INTENT

The purpose of this IGA is to set forth the responsibilities and obligations of the parties in relation to the County granting the User Agency limited use and access to the Range and to address related legal and administrative matters among the parties.

II. SCHEDULING

PCSO and User Agency shall maintain open communications between each Party's designated point of contact ["POC"] (listed in Section X.A below) to ensure the agreed upon scheduling and performances are provided and maintained throughout the term of this IGA.

III. TERM, AND TERMINATION

This Agreement shall become effective on the Effective Date and shall continue in full force and effect for three (3) years. Either Party may terminate the Agreement upon thirty (30) days written notice to the other Party.

IV. OBLIGATIONS OF THE PARTIES

A. User Agency Obligations.

1. User Agency shall not:

- a. Store any equipment or materials on the Range without the written authorization of PCSO.
 - b. Alter or modify the Range in any manner without the written authorization of PCSO.
2. User Agency shall notify the PCSO Training Office as soon as practicable of any damaged or malfunctioning equipment.
3. Each User Agency representative is personally responsible for securing the Range in a serviceable condition at the conclusion of each use (i.e. disposal of trash and collection of spent brass).
4. User Agency shall provide the PCSO Training Office with the number of User Agency shooters scheduled to use the Range and the types of weapons to be discharged no later than five (5) days before use of the Range. Failure of User Agency to submit this information will result in immediate suspension of User Agency's Range privileges until the information is received.
5. User Agency shall notify the PCSO Training Office of any cancellation prior to the reservation date.
6. User Agency shall not use the Range without receiving permission from PCSO.
7. While using the Range, User Agency must have an AZ POST certified firearms instructor present at all times.
8. User Agency must be familiar with PCSO's range standard operating procedures and be in compliance with those standard operating procedures at all times.

B. PCSO Obligations.

1. PCSO will coordinate with User Agency to schedule User Agency shooters to use the Range within PCSO's normal hours of operation. PCSO retains sole discretion to deny any and all requests to use the Range.

V. PAYMENT

For the use of the Range, User Agency will pay PCSO two hundred and fifty dollars (\$250.00) as part of a cost sharing agreement. User Agency shall pay PCSO on a yearly basis and payment is due on July 31st of each year. Failure to submit timely payments will result in immediate suspension of User Agency's Range privileges until the balance is paid in full.

VI. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA.

VI. INDEMNIFICATION

To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions,

negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall cooperate to the maximum extent possible.

VII. STANDARD TERMS

A. Notices. All notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

If to DLLC Chief
Department of Liquor License and Control
800W. Washington Street, 5th floor
Phoenix, Arizona 85007
(602) 542-5141

If to PCSO: Chief Deputy
Pinal County Sheriff's Office
971 Jason Lopez Cir., Bldg. C
Florence, Arizona 85132
(520) 866-5159

B. Modification. This IGA shall not be modified or extended, except by a mutually signed written agreement.

C. Relationship of the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.

D. Governing Law and Venue. To the maximum extent possible, terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this IGA shall be brought in an Arizona court in Pinal County.

E. Interparty Dispute Resolution. If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this IGA shall be brought in the Pinal County Superior Court in Florence, Arizona.

F. Non-assignment. This IGA has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this IGA, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

G. Entire IGA. This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral.

It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.

- H. Severability.** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.
- J. Other Duties Imposed by Law.** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. Compliance with Laws and Policies.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- L. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees
- M. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- N. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this IGA to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- O. No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- P. No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. Headings.** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- S. Uncontrollable Events.** No Party shall be considered to be in default of this IGA if failure of performance is due to an uncontrollable event. The term “uncontrollable event” means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- T. Counterparts.** This IGA may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has the proper authorization to enter into this Agreement and this Agreement has been executed on the dates and year herein below.

DATE: _____, 2023

DATE: October 11, 2023

**PINAL COUNTY
BOARD OF SUPERVISORS**

USER AGENCY

Chairman

Ben Henry Digitally signed by Ben Henry
Date: 2023.10.11 16:27:48
-07'00'

Executive Director

ATTEST:

ATTEST:

Clerk of the Board

APPROVED AS TO FORM AND AUTHORITY:

Deputy County Attorney