

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN PINAL COUNTY AND CASA GRANDE  
TO TEAM UP AND PARTNER TO POOL AWARDED ENERGY EFFICIENCY AND  
CONSERVATION BLOCK GRANT (EECBG) PROGRAM FUNDS**

This Intergovernmental Agreement to Team Up and Partner to Pool Awarded Energy Efficiency and Conservation Block Grant (EECBG) Program Funds (hereinafter referred to as this "IGA") is hereby entered into by and between Pinal County, a political subdivision of the State of Arizona (hereinafter referred to as "PINAL COUNTY") and the City of Casa Grande, an Arizona municipal corporation (hereinafter referred to as "CASA GRANDE"). PINAL COUNTY and CASA GRANDE may each be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, PINAL COUNTY and CASA GRANDE wish to form a team to apply for EECBG Program funds from the U.S. Department of Energy (DOE) with PINAL COUNTY as the Prime Applicant and primary point of contact for the team; and,

**WHEREAS**, PINAL COUNTY and CASA GRANDE wish to pool all awarded funds to share the costs of analyses or programs in an efficient and mutually beneficial way to identify suitable areas in Pinal County, including areas in the City of Casa Grande, to install Electronic Vehicle Charging Stations (EVCS); and,

**WHEREAS**, the purpose of the EECBG Program is to assist eligible states, units of local government, and Indian tribes in implementing strategies to: (1) reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; (2) reduce the total energy use of the eligible entities; (3) improve energy efficiency in the transportation sector, the building sector, other appropriate sectors; and (4) build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activates, consistent with the Justice40 Initiative; and,

**WHEREAS**, the Parties believe they can better accomplish the purposes of the EECBG Program and foster reduced administrative burden, more effective use of limited grant dollars, and more impactful outcomes by teaming up and partnering to pool their awarded funds; and,

**WHEREAS**, PINAL COUNTY and CASA GRANDE are public agencies of the State of Arizona as defined in A.R.S. § 11-951; and,

**WHEREAS**, the Parties are authorized and wish to enter into this IGA for joint or cooperative action pursuant to A.R.S. § 11-952.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises

and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PINAL COUNTY and CASA GRANDE, intending to become legally bound, agree as follows:

**1. Term of IGA.** The term of this IGA shall commence when the last party signs this IGA, and this IGA shall terminate on September 30, 2030, unless sooner terminated or further extended pursuant to the provisions of this IGA.

**2. Termination.**

**a. Termination for Convenience/Without Cause.** The Parties may terminate or cancel this IGA at any time for any reason, with or without just cause, with thirty (30) days written notice to the other Party specifying the termination date. Any termination of this IGA shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.

**b. Conflict of Interest.** This IGA is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

**c.** In the event of termination, PINAL COUNTY will provide CASA GRANDE with any unallocated unspent awarded funds that CASA GRANDE provided to PINAL COUNTY for pooling. CASA GRANDE shall bear the sole responsibility of managing and spending its unallocated EECBG Program funds in accordance with EECBG Program terms, as well as local, state, and federal law.

**3. PINAL COUNTY Obligations.**

**a.** PINAL COUNTY will form a team with CASA GRANDE whereby PINAL COUNTY will be the Prime Applicant and PINAL COUNTY and Heather Patel, Pinal County Finance Department Grants Manager, will be the primary points of contact. PINAL COUNTY will submit a single joint application to the DOE for EECBG Program funds. The joint application or Team application will describe the plan for the use of PINAL COUNTY's and CASA GRANDE's EECBG Program funds.

**b.** PINAL COUNTY shall apply for EECBG Program funds totaling Two Hundred Seventy-Three Thousand Seven Hundred Eighty and No/100 Dollars (\$273,780.00) to install EVCS in suitable areas of Pinal County. PINAL COUNTY shall submit and receive approval of its own Energy Efficiency and Conservation Strategy (EECS), as part of the Team application.

**c.** PINAL COUNTY shall apply for EECBG Program funds on behalf of CASA GRANDE totaling One Hundred Seventeen Thousand Four Hundred Seventy and No/100 Dollars (\$117,470.00) to install EVCS in suitable areas in the City of Casa Grande.

**d.** PINAL COUNTY will pool all awarded EECBG Program funds to install EVCS in

suitable areas of Pinal County, including areas in the City of Casa Grande.

- e. PINAL COUNTY shall adhere to and follow all of the requirements and guidelines of the EECBG Program. PINAL COUNTY warrants and agrees it is ultimately responsible for accounting and tracking the use of its own funds and for reporting outcomes of its own efforts.
- f. PINAL COUNTY shall allow CASA GRANDE to conduct financial monitoring and audits of CASA GRANDE's EECBG funds, and PINAL COUNTY agrees to cooperate fully with any financial monitoring or audits the DOE, or any department overseeing the EECBG Program conducts or requires during the term of this IGA and after expiration or termination of this IGA.
- g. PINAL COUNTY shall cooperate with CASA GRANDE for CASA GRANDE's reporting to the DOE for accounting and tracking the use of CASA GRANDE's own funds during the term of this IGA and after expiration or termination of this IGA.
- h. PINAL COUNTY shall bear the sole responsibility of managing and spending any unallocated EECBG Program funds awarded to PINAL COUNTY in accordance with the grant terms, as well as local, state and federal law.
- i. PINAL COUNTY shall be solely responsible to pay back any funds that were awarded to PINAL COUNTY if the DOE or any department overseeing grants or the EECBG Program requires it.
- j. PINAL COUNTY may apply for additional funding that may be available for award to PINAL COUNTY. If additional funds are awarded, the additional funds will be received and managed by PINAL COUNTY. PINAL COUNTY, in PINAL COUNTY's sole and absolute discretion, may pool future funds awarded to PINAL COUNTY to install EVCS in suitable areas in Pinal County.
- k. PINAL COUNTY shall manage all pooled funds and enter into contracts to make payments to vendors and contractors.
- l. PINAL COUNTY shall own and maintain all installed EVCS that are not located in the City of Casa Grande.
- m. PINAL COUNTY shall at all times, both during and after expiration or termination of this IGA, maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.
- n. PINAL COUNTY shall maintain appropriate insurance. Certificates of Insurance shall be provided to CASA GRANDE upon request.

#### **4. CASA GRANDE Obligations.**

- a. CASA GRANDE will form a team with PINAL COUNTY and hereby authorizes PINAL COUNTY to be the Prime Applicant and submit a single joint application or Team application on CASA GRANDE's behalf for EECBG Program funds totaling One Hundred Seventeen Thousand Four Hundred Seventy and No/100 Dollars (\$117,470.00) to install EVCS in suitable areas in the City of Casa Grande. CASA GRANDE shall submit and receive approval of its own EECS, as part of the Team application.
- b. CASA GRANDE hereby authorizes PINAL COUNTY and Heather Patel, Pinal County Finance Department Grants Manager, to be the primary points of contact for the team.
- c. CASA GRANDE shall provide all awarded EECBG Program funds to PINAL COUNTY for PINAL COUNTY to pool them with all awarded EECBG funds to install EVCS in suitable areas of Pinal County, including areas in the City of Casa Grande.
- d. CASA GRANDE hereby supports PINAL COUNTY with any future applications for additional funding to install EVCS in suitable areas in Pinal County, including areas in the City of Casa Grande.
- e. CASA GRANDE agrees that it is in PINAL COUNTY's sole and absolute discretion whether additional awarded funds are used for EVCS in the City of Casa Grande.
- f. CASA GRANDE shall work in good faith with PINAL COUNTY to identify suitable locations for EVCS in the City of Casa Grande. CASA GRANDE shall work in good faith with PINAL COUNTY and any vendors and contractors to allow for the installation of EVCS in the City of Casa Grande.
- g. CASA GRANDE shall be solely responsible for all costs and expenses that exceed its awarded EECBG funds or for such expenditures that are otherwise not allowable under the EECBG Program for installing EVCS in the City of Casa Grande.
- h. PINAL COUNTY may require CASA GRANDE to provide records and documentation to PINAL COUNTY during the term of this IGA and after expiration or termination of this IGA. CASA GRANDE shall comply with requests from PINAL COUNTY for records and documentation within ten (10) business days. All records and documentation submitted by CASA GRANDE to PINAL COUNTY must be accurate, thorough, and acceptable to PINAL COUNTY, in PINAL COUNTY's sole and absolute discretion.
- i. CASA GRANDE shall adhere to and follow all of the requirements and guidelines of the EECBG Program. CASA GRANDE warrants and agrees it is ultimately responsible for accounting and tracking the use of its own funds and for reporting outcomes of its own efforts.
- j. CASA GRANDE shall allow PINAL COUNTY to conduct financial monitoring and

audits of CASA GRANDE's EECBG funds, and CASA GRANDE agrees to cooperate fully with any financial monitoring or audits PINAL COUNTY, the DOE, or any department overseeing the EECBG Program conducts or requires during the term of this IGA and after expiration or termination of this IGA.

- k. CASA GRANDE shall cooperate with PINAL COUNTY for reporting to the DOE on PINAL COUNTY's use of payments from the EECBG Program during the term of this IGA and after expiration or termination of this IGA.
  - l. CASA GRANDE shall bear the sole responsibility of managing and spending any unallocated EECBG Program funds awarded to CASA GRANDE in accordance with the grant terms, as well as local, state and federal law.
  - m. CASA GRANDE shall hold PINAL COUNTY harmless if for any reason the DOE determines any or all of the grant funds awarded to CASA GRANDE are ineligible and/or have to be paid back.
  - n. CASA GRANDE shall be solely responsible to pay back any funds that were awarded to CASA GRANDE if the DOE or any department overseeing the EECBG Program requires it.
  - o. CASA GRANDE shall own and maintain EVCS installed in the City of Casa Grande.
  - p. CASA GRANDE shall at all times, both during and after expiration or termination of this IGA, maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.
  - q. CASA GRANDE shall maintain appropriate insurance in a form acceptable to PINAL COUNTY. Certificates of Insurance shall be provided to PINAL COUNTY upon request.
5. **Mutual 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 become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 5 shall survive termination of this IGA.
6. **Property Disposition Clause.** The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this IGA. Any property acquired during the term of this IGA shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of termination of this IGA.

7. **Non-appropriation of Funds.** The Parties recognize and acknowledge that each Party is a governmental entity and this IGA's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of PINAL COUNTY's obligations under this IGA, then PINAL COUNTY shall notify CASA GRANDE in writing of any such non-allocation of funds at the earliest possible date, and this IGA shall automatically expire without penalty to PINAL COUNTY. In the event public funds are not appropriated for the performance of CASA GRANDE's obligations under this IGA, then CASA GRANDE shall notify PINAL COUNTY in writing of any such non-allocation of funds at the earliest possible date, and this IGA shall automatically expire without penalty to CASA GRANDE. If PINAL COUNTY's or CASA GRANDE's allocation of funds is reduced, then the scope of this IGA may be reduced, if appropriate, or this IGA may be cancelled without further duty or obligation.
8. **Force Majeure.** Except for the duty to pay earned wages or contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this IGA arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this IGA.
9. **Notices.** All notices required or permitted to be given under the terms of this IGA shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

**PINAL COUNTY:**  
Pinal County Finance Department  
Attn: Heather Patel, Grants Manager

Physical address:  
31 North Pinal Street, Building A  
Florence, AZ 85132

Mailing address:  
P.O. Box 1348  
Florence, AZ 85132

**CASA GRANDE:**  
City of Casa Grande  
Attn: Steven Weaver, Deputy  
City Manager  
510 E. Florence Blvd.  
Casa Grande, AZ 85122

The Parties shall each have the right from time to time to change the place notice is to be given

under this paragraph by written notice thereof to the other Party.

- 10. Relationship of Parties.** Nothing contained in this IGA shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this IGA, be entitled or eligible, by reason of this IGA, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 11. Third Parties.** Nothing in this IGA shall be deemed to create any right in any person not a Party hereto. Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against PINAL COUNTY or CASA GRANDE. This IGA is not intended to benefit any third party. Nothing in this IGA is intended to create or affect the legal liability of either Party to this IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 12. Implied Contract Terms.** Each provision of law and any terms required by law to be in this IGA are a part of this IGA as if fully stated herein.
- 13. Assignment.** No Party to this IGA may assign any of its rights or responsibilities under this IGA, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this IGA, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 14. Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this IGA is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this IGA. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this IGA shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 15. Headings and Construction of IGA.** In construing this IGA, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this IGA or considered a part of this IGA. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
- 16. Fair Meaning.** This IGA is intended to express the mutual intent of the Parties and shall not

be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

- 17. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including environmental laws. The Parties agree to adhere to all requirements of the EECBG Program, including but not limited to 2 C.F.R. Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act.
- 18. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 19. Non-Discrimination and Civil Rights Compliance.** The Parties agree to comply with all applicable state executive orders, including State Executive Order 2009-09, and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of federal and state funds, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties agree not to deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and implementing regulations at 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and implementing regulations at 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and implementing regulations at 31 CFR part 23. The Parties agree to take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 20. Americans with Disabilities Act.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 21. Governing Law.** This IGA shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona.
- 22. Material Change in Law or Regulation.** Any changes in the governing laws, rules, or

regulations that do not materially affect the Parties' obligations under this IGA will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this IGA or the relationship among the Parties hereto, either Party may propose amendments to this IGA to bring this IGA into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this IGA within thirty (30) days of the initiation of negotiations, then either party may terminate this IGA upon written notice to the other Party.

- 23. Severability/Unenforceable Provisions.** In the event that any of the provisions of this IGA are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this IGA are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 24. Alternative Dispute Resolution.** In the event of any dispute, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this IGA shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 25. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this IGA.
- 26. Parol Evidence.** This IGA is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this IGA.
- 27. Entire Agreement.** This IGA contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This IGA supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this IGA must be in writing and signed by all Parties.
- 28. Counterparts and Electronic Signatures.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this IGA through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this IGA on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an

electronic signature. Each Party may sign any number of copies of this IGA, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**29. Legal Agreement.** This IGA is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this IGA, each person signing this IGA represents and warrants that he or she is duly authorized and has the legal capacity to execute this IGA and understands the meaning of all terms contained herein and agrees to their application and enforceability.

### APPROVALS

**IN WITNESS WHEREOF**, the Parties have caused this IGA to be executed by their duly authorized officials and have affixed their signatures to this IGA on the date written below.

**PINAL COUNTY:** Pinal County, a political subdivision of the State of Arizona

\_\_\_\_\_  
Jeff Serdy, Chairman  
Pinal County Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Natasha Kennedy, Clerk of the Board  
Pinal County Board of Supervisors

### DETERMINATION OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for Pinal County, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Pinal County.

\_\_\_\_\_  
Joy Biedermann, Deputy Pinal County Attorney

Date: \_\_\_\_\_

**CASA GRANDE:** City of Casa Grande, an Arizona municipal corporation

  
\_\_\_\_\_  
Craig McFarland, Mayor

Date: 11-14-23

DETERMINATION OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for the City of Casa Grande, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Casa Grande.

Bret D Wallace  
Signature

Date: 11/14/23

BRET D WALLACE  
Printed Name