

**INTERGOVERNMENTAL AGREEMENT  
FOR ONLINE ECONOMIC/WORKFORCE MODELING TOOL SUBSCRIPTION SERVICES  
between  
PINAL COUNTY  
and  
NAVAJO COUNTY AS CHIEF ELECTED OFFICIAL FOR  
THE NORTHEASTERN ARIZONA LOCAL WORKFORCE DEVELOPMENT BOARD**

This Intergovernmental Agreement for Online Economic/Workforce Modeling Tool Subscription Services (“**Agreement**”) is entered into pursuant to A.R.S. §§ 11-951 et seq. by and between **PINAL COUNTY**, a political subdivision of the State of Arizona, by and through the Pinal County Economic and Workforce Development Department (“**Pinal County**”) and **NAVAJO COUNTY**, a political subdivision of the State of Arizona, as the Chief Elected Official for the Northeastern Arizona Local Workforce Development Board (“**Navajo County**”) for the provision and acquisition of online economic and workforce development modeling tool subscription services. **Pinal County** and **Navajo County** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Pinal County and Navajo County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*; and,

**WHEREAS**, pursuant to by A.R.S. §§ 11-591 et seq. Pinal County has established the Pinal County Economic and Workforce Development Department, which includes personnel qualified and appointed to perform the duties of the Department; and,

**WHEREAS**, both Parties desire to efficiently share available resources in providing necessary tools to assist in the analyzing of each county’s economic and workforce landscape; and,

**WHEREAS**, both Parties agree to the value of timely and nationally recognized data sets bring to the economic and workforce efforts of each; and,

**WHEREAS**, the Parties to this Agreement have determined it is cost effective to equally share subscription services and associated costs for online economic and workforce development subscription services; and,

**WHEREAS**, Pinal County and Navajo County desire to enter into this Agreement for joint and cooperative action whereby the cost and available licenses for access will be equally shared by both Parties.

**AGREEMENT**

**NOW THEREFORE**, Pinal County and Navajo County, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

- 1. PURPOSE AND INTENT.** The purpose of this Agreement is to set forth the financial and access parameters of shared subscription services for equal access to the use of an agreed upon online economic and workforce development modeling tool between Pinal County and Navajo County, and to address legal and administrative matters among the Parties.
- 2. TERM, TERMINATION, AND EXTENSION.**
  - A. Term.** Unless terminated as otherwise provided in this Agreement, this Agreement shall become effective on the 1st day of May, 2024 and shall remain in effect for one (1) year thereafter unless otherwise terminated or extended as provided herein. Thereafter this Agreement will automatically renew annually for up to five (5) supplemental one-year terms with the final term ending April 30, 2030.

**B. Termination.** Either Party may terminate this Agreement, with or without cause, by providing sixty (60) days advance written notice of termination to the other Party.

**C. Extension.** The Parties, by mutual written agreement, may extend this Agreement at any time.

### **3. MUTUAL OBLIGATIONS.**

**A. Under this Agreement, Pinal County agrees to:**

1. An equal share of an agreed upon subscription to an agreed upon online economic and workforce development modeling tool;
2. Reimburse Navajo County based on an agreed upon payment schedule for exactly one-half of the subscription cost for equal access to establish online accounts with the agreed upon tool; and
3. Provide a billing/invoice contact to Navajo County for any necessary correspondence pursuant to this Agreement.

**B. Under this Agreement, Navajo County agrees to:**

1. Serve as the fiscal agent and administrator of the subscription;
2. Recognize Pinal County as an equal “owner” of such subscription;
3. Invoice Pinal County based on an agreed upon payment schedule for exactly one-half of the subscription cost for equal access to establish online accounts with the agreed upon tool; and
4. Provide a billing/invoice contact to Pinal County for any necessary correspondence pursuant to this Agreement.

**4. BILLING AND PAYMENT.** Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **Exhibit “A.”**

**5. SUPERVISION, EQUIPMENT AND MATERIALS.** No employee, agent, or servant of a Party shall be deemed to be an employee, agent, or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Pinal County shall have sole supervisory authority over Pinal County personnel, operations, services, property, facilities and materials; and Navajo County shall have sole supervisory authority over Navajo County personnel, operations and property.

**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 Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of partial or complete termination of this Agreement.

**7. OPEN COMMUNICATIONS.** Pinal County and Navajo County shall maintain open communications between each Party’s designated point of contact [“POC”] (listed in **Paragraph 10.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this Agreement. Parties shall maintain open communication regarding needs arising out of this Agreement.

**8. 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 Agreement.

### **9. INDEMNIFICATION.**

**A.** 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 Agreement 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 Parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

**B.** The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense (“MOU”) between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

**C.** The obligations under this Section shall survive the termination of this Agreement.

## **10. MISCELLANEOUS.**

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

**If to Navajo County/Northeastern Arizona LWDB:**

**Jeremy Flowers**

Name

**WIOA Executive Director**

Title

**Northeastern Arizona LWDB**

Department

**180 N. 9<sup>th</sup> Street**

Address

**Show Low, AZ 85901**

City, State, ZIP

**If to Pinal County:**

**Joel Millman, Director**

Name

**ARIZONA@WORK Pinal County**

Department

**135 N. Pinal Street**

Address

**Florence, AZ 85132**

City, State, ZIP

**B.** Authority to Execute. The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such Parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make this Agreement enforceable in its entirety.

**C. Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.

**D. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, 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

Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement 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 Agreement confers any right to any person or entity not a Party to this Agreement.

- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- F. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either Party's applicable immunity(ies).
- G. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, 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 Agreement shall be brought in the Navajo County Superior Court in Holbrook, Arizona.
- H. Non-assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, 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.
- I. Entire Agreement.** This Agreement 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 Agreement shall be valid unless made in writing and signed by the Parties.
- J. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- K. Conflicts of Interest.** The pertinent provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- L. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- M. Compliance with Laws and Policies.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- N. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement 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.
- O. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to this Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

- P. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- Q. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either Party does not appropriate sufficient monies for the purpose of this Agreement.
- R. Maintaining this Agreement.** In the event of cancellation of this Agreement, 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 in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) 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 Agreement 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.

#### APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

**PINAL COUNTY:**

By: \_\_\_\_\_  
Mike Goodman, Chairman  
Pinal County Board of Supervisors

\_\_\_\_\_  
Date

**NAVAJO COUNTY:**

By: \_\_\_\_\_  
Jason Whiting, Chair  
Navajo County Board of Supervisors

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
David Miller, Chair  
Northeastern Arizona Local Workforce

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Natasha Kennedy, Clerk of the Board

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

## Legal Review

The foregoing Intergovernmental Agreement has been reviewed by the undersigned attorneys who have determined that this Agreement is in proper form and is within the powers and authority of granted under the laws of the State of Arizona to each party.

### PINAL COUNTY:

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

\_\_\_\_\_  
Print Name

Deputy Pinal County Attorney

### NAVAJO COUNTY:

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

Jason Moore

\_\_\_\_\_  
Print Name

Deputy Navajo County Attorney

**Exhibit A**  
**Payment Schedule**

Navajo County will invoice Pinal County for its proportionate share of subscription costs as follows:

Invoice will be submitted to Pinal County within 30 days of Navajo County remitting a payment to Lightcast, or other agreed upon provider, and shall be paid by Pinal County within 30 days of receipt of invoice from Navajo County.