

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT AND THE
THUNDERBIRD FIRE DISTRICT FOR PLACEMENT AND OPERATION
OF A MOBILE COOLING CENTER**

This Intergovernmental Agreement ("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 its Public Health Services District (hereinafter "COUNTY") and THUNDERBIRD FIRE DISTRICT (hereinafter "THUNDERBIRD"), a political subdivision of the State of Arizona, for the placement and operation of a mobile cooling center (hereinafter "COOLtainer"). COUNTY and THUNDERBIRD are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

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

WHEREAS, the parties may enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 et seq.; and

WHEREAS, in 2023, Arizona experienced its hottest summer on record and its emergency rooms saw thousands of people experiencing heat-related issues; and

WHEREAS, COOLtainers were purchased by the State with Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established under the American Rescue Plan Act; and

WHEREAS, COOLtainers are solar-powered mobile cooling centers made from shipping containers that can provide temporary relief to persons suffering from Arizona's extreme heat; and

WHEREAS, COUNTY, through the Director of its Public Health Services District, requested and was awarded ownership of a COOLtainer; and

WHEREAS, THUNDERBIRD leases property from Pinal County and has agreed to allow the COOLtainer to be placed and installed on that property and to provide personnel to operate it during daytime hours; and

WHEREAS, both Parties desire to more efficiently utilize available resources in providing a mobile cooling center to provide temporary relief from the extreme Arizona heat; and

NOW THEREFORE, COUNTY and THUNDERBIRD, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. PURPOSE AND INTENT

The purpose of this Agreement is to set forth the responsibilities of the parties for the operation of a COOLtainer, and to address legal and administrative matters among the parties.

2. TERM, TERMINATION, AND RENEWAL.

- A.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective when the last party signs this IGA and shall remain in effect until September 30, 2025.
- B.** Either Party may terminate this Agreement at any time for any reason by providing sixty (60) days advance written notice of termination to the other Party.
- C.** Either Party to this Agreement may request a renewal of this Agreement, for subsequent term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, this Agreement may be automatically renewed for up to two (2) subsequent one-year terms, by the parties' express or implied mutual recognition.

3. OBLIGATIONS OF THE PARTIES.

A. COUNTY agrees to:

- 1.** Cooperate with THUNDERBIRD in all practical matters necessary to effectuate the purpose and intent of this Agreement.
- 2.** Arrange for the delivery and installation of the COOLtainer, including obtaining the necessary installation permit.
- 3.** Maintain the COOLtainer in working order and address any extraordinary cleaning needs as reported by users or THUNDERBIRD.
- 4.** Provide proper furnishings and supplies for proper utilization of the COOLtainer.
- 5.** Post rules for use and conduct to be followed by users of the COOLtainer, as well as any appropriate warnings, as necessary.

6. Upon termination of this IGA, remove the COOLtainer from the THUNDERBIRD location.

B. THUNDERBIRD agrees to:

1. Allow proper placement, installation and operation of the COOLtainer on the property of the Thunderbird Fire Station in the town of Maricopa.
2. Unlock the COOLtainer for use by the public at 12:00 noon, and lock the COOLtainer at 5:30 p.m. each day. Hours of operation may be changed upon mutual agreement of the Parties and twenty-four (24) notice to the public.
3. Lock and secure the COOLtainer when not in operation.
4. Timely report any maintenance and/or safety issues to COUNTY.
5. Timely report to law enforcement and COUNTY any issues involving criminal conduct that THUNDERBIRD becomes aware of related to use of the COOLtainer and the immediately surrounding area.
6. Clean the COOLtainer, as needed, such that it remains sanitary for users and advise COUNTY of any extraordinary cleaning needs.
7. Cooperate with Pinal County in all practical matters necessary to effectuate the purpose and intent of this Agreement.

4. GENERAL PROVISIONS

- A. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, client or any other individual in any way based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
- B. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- C. **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.

D. 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.

E. INDEMNIFICATION, DAMAGES, AND INSURANCE: 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 parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and proportionate payment of possible litigation fees, expenses and damages. The obligations under this section shall survive termination of this IGA.

i. **RESPONSIBILITY FOR DAMAGES:** Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such Party’s employees while performing professional duties, and otherwise, as provided by law.

ii. **INSURANCE:** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its performance of duties and activities, and that it will maintain such coverage for the duration of this IGA/Agreement. Upon request, proof of liability insurance coverage must be provided on a standard ACORD form, to the requesting party.

E. PUBLIC RECORDS LAWS: Disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.

F. JURISDICTION AND LAW: This IGA shall be governed by Arizona law and jurisdiction shall be in Arizona courts.

G. 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 the Agreement enforceable in its entirety.

- H. MODIFICATION:** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- I. 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 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

O. 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.

5. NOTICE

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

If to Pinal County:

Merissa Mendoza

Director

Pinal County Public Health Services District

971 N. Jason Lopez Circle, Bldg. D

P.O. Box 2945

Florence, AZ 85132

If to Thunderbird Fire District:

Carol Shrock

CGRINCHEN@msn.com

Thunderbird Fire District

P.O. Box 238

Maricopa, AZ 85139

(Remainder of page intentionally left blank. Signatures on next page.)

PINAL COUNTY

THUNDERBIRD FIRE DISTRICT

Mike Goodman, Chairman

Skylar Shelquist, Chairman

Date

Date

ATTEST:

ATTEST:

Natasha Kennedy, Clerk of the Board

Dave Brady, Clerk

The foregoing Intergovernmental Agreement between the Pinal County Public Health Services District and the Thunderbird Fire District has been reviewed by the undersigned, each of whom 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 party he or she represents.

PINAL COUNTY:

THUNDERBIRD FIRE DISTRICT

Anne Froedge, Deputy County Attorney

Attorney