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Intergovernmental Agency Agreement

DOCUMENT TITLE

The following document is being presented for recordation:

Intergovernmental Agency Agreement with
Town of Marana for the Safety Roadeo

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INTERGOVERNMENTAL AGENCY AGREEMENT (IGA)
FOR
PARTICIPATION IN PINAL COUNTY'S ANNUAL SAFETY ROADEO

This Intergovernmental Agreement (this "**Agreement**" or "**IGA**") is entered into by and between Pinal County, a political subdivision of the State of Arizona ("**PINAL**"), and the Town of Marana, an Arizona municipal corporation, (the "**PARTICIPATING AGENCY**"). PINAL and the PARTICIPATING AGENCY are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, PINAL conducts an annual "Safety Roadeo" event with the purpose of promoting the safe operation of heavy equipment and machinery by PINAL employees through various fun and challenging tests designed to evaluate an operator's skills and knowledge; and,

WHEREAS, PINAL may have the capacity to accommodate additional participants in the Safety Roadeo and may allow qualified employees from other agencies within the State of Arizona to participate in the Safety Roadeo; and,

WHEREAS, the PARTICIPATING AGENCY has a desire for its employee(s) to participate in the Safety Roadeo when availability permits; and,

WHEREAS, pursuant to A.R.S. § 11-951 et seq., the Parties are authorized to enter into agreements for purposes contemplated herein.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose of IGA**. Through this IGA, the Parties intend to create a mechanism for employees of the PARTICIAPTING AGENCY to participate in PINAL's annual Safety Roadeo and to establish the Parties' rights and responsibilities in relation thereto.

2. **Qualifications of Participating Employees**. The PARTICIPATING AGENCY shall permit only qualified employees to attend and participate in the Safety Roadeo. In order to qualify, the employee must:

    a. Have a valid Arizona Driver's License AND all permits, licenses and/or training necessary to operate the equipment or machinery the employee will operate during the Safety Roadeo. and,

    b. Complete and sign the annual registration form provided by PINAL including verification by the employee's supervisor that the employee has met and is current with all training and licensing requirements for operating the equipment or machinery the employee will operate at the Safety Roadeo.

3. **Denial or Disqualification of Participation**. PINAL may, in its sole discretion, deny participation or disqualify any PARTICIPATING AGENCY employee who PINAL determines is not in compliance with all applicable training and/or licensing requirements; who fails to maintain compliance with all state and federal laws governing the operation of such equipment or machinery;

or who fails to act in a safe and a professional manner as determined by PINAL in its sole discretion.

4. **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 individually referred to as a "Claim" or collectively as "Claims") arising out of or relating to actions taken in performance of this Agreement to the extent that such Claim or Claims is/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 paragraph, 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. In the event that a Claim, arising from or relating to the activities provided for in this IGA, is made against any Party for acts or omissions of any of its departments, agents, officers, officials, employees, or volunteers, it is the intent of the Parties to cooperate fully in the defense of said Claim and to cause their insurers to do likewise, to the extent practicable.

   c. The obligations under this paragraph 4 (Indemnification) shall survive termination or cancellation of this Agreement.

5. **The Manner of Financing the Joint or Cooperative Undertaking and of Establishing and Maintaining a Budget for the Undertaking**. The PARTICIPATING AGENCY shall pay PINAL for The PARTICIPATING AGENCY employees' participation in the Safety Roadeo each year. The cost for participating may vary and is set forth on the annual registration form. Registration forms must be submitted and payment must be made prior to the date of the event in order for the PARTICIPATING AGENCY's employees to participate. Each Party shall be responsible for maintaining its own budget for the activities contemplated by this Agreement.

6. **Insurance**. Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its officials' operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.

7. **Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice requirements 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.

8. **Duration and Termination**. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

9. **Property Disposition**. 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 IGA.

10. **Notices**. Unless otherwise specified herein, all notices required or permitted to be given under the terms of this Agreement 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. Notice shall be sent to the following:

If to Town of Marana:

Town of Marana Public Works
5100 West Ina Road
Marana, AZ 85743

If to Pinal County:

Pinal county Development Services/Public Works
P.O. Box 749
Florence, AZ 85132

11. **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. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

12. **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.

13. **Non-Discrimination and Compliance with Civil Rights.** In the performance of this Agreement, the Parties agree to comply with all existing federal, state, and local laws, rules, policies, and executive orders relating to equal opportunity and nondiscrimination and nondiscriminatory use of federal and state funds, including flow down of all provisions and requirements to any subcontractors, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin (including limited English proficiency), ancestry, age, disability, military service or veteran status, or marital status, specifically including, but not limited to, applicable provisions of: A.R.S. Title 41, Chapter 9 (Civil Rights); State Executive Orders: 75-5, 2003-22, 2009-09, and 2023-01; 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; the Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C.

6101 et seq., and implementing regulations at 31 CFR part 23; and 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.

14. **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 applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either party under the terms of this Agreement.

15. **No Joint Venture.** Except as may be required by law, 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. 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.

16. **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.

17. **Cancellation**. The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

18. **Counterparts and Electronic Signatures.** This Agreement 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 Agreement 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 Agreement 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 Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

19. **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 variant of the terms and conditions of this Agreement shall be valid unless made in writing and signed by both Parties.

20. **Parol Evidence.** This Agreement 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 Agreement.

21. **Fair Meaning.** This Agreement 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.

22. **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, any claim or action resulting from such dispute shall be brought in the Pinal County Superior Court in Florence, Arizona. Notwithstanding the foregoing, pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be decided by an arbitrator or arbitrators if the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted by the Pinal County Superior Court under A.R.S. § 12-133.

23. **Waiver of Jury Trial**. The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

24. **Relationship of the Parties.** Except as may otherwise be required by law, 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.

25. **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.

26. **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 maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

27. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

FOR PINAL COUNTY:

By:_____
Chairman
Pinal County Board of Supervisors

_____
Date

ATTEST:

By:_____
Clerk of the Board

FOR TOWN OF MARANA:

By:_____
Mayor
Town of Marana

9/17/2024
Date

ATTEST:

By:_____
Town Clerk

LEGAL REVIEW

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority of each Party.

PINAL COUNTY:

By:_____

Kevin G. Costello
Print Name
Deputy Pinal County Attorney

TOWN OF MARANA:

By:_____ for

Jane Fairall
Print Name
Town Attorney