

When recorded return to:
Clerk of the Pinal County Board of Supervisors
P.O. Box 827
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR
LEASE OF U.S. DEPARTMENT OF DEFENSE VEHICLE
BETWEEN PINAL COUNTY AND NAVAJO COUNTY**

This Intergovernmental Agreement (“**Agreement**”) between Pinal County, a political subdivision of the State of Arizona, (“**Pinal**”) and the Navajo County, a political subdivision of the State of Arizona, (“**Navajo**”), is for the purpose of subleasing a United States Department of Defense-owned Bell Model OH-58C Helicopter, S/N 71-20593, NSN 1520-01-020-4216, Property # 20311AZ00004, Reg # N925AZ (“**Vehicle**”) to Navajo. Hereinafter the Pinal and Navajo may be referred to individually as “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, pursuant to A.R.S. §§ 11-951, *et seq.* Pinal is authorized to enter into this Agreement on behalf of the Pinal County Sheriff’s Office and to lease property to another unit of government pursuant to A.R.S. § 11-251(9) & (58); and

WHEREAS, pursuant to A.R.S. §§ 11-951, *et seq.* Navajo is authorized to enter into this Agreement on behalf of the Navajo County Sheriff’s Office; and

WHEREAS, the Arizona Law Enforcement Support Office (“**LESO**”), on behalf of the United States Department of Defense (“**DOD**”), has authorized Pinal to sublease the Vehicle to Navajo for Navajo to perform critical law enforcement operations; and

WHEREAS, it is economically advantageous to the Parties to sublease this Vehicle to Navajo, in order to perform critical local law enforcement operations; and

WHEREAS, the Parties desire to execute this lease and the Parties have determined that there is a valid public purpose served by the vehicle sublease described herein for use by Navajo to perform critical law enforcement operations; and

WHEREAS, the Parties have agreed upon the terms and details contained in this Agreement and both recommend approval of this Agreement to the Pinal County Board of Supervisors and the Navajo County Board of Supervisors.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1. PURPOSE AND INTENT.** The purpose of this Intergovernmental Agreement is to sublease DOD-owned Bell Model OH-58C Helicopter, S/N 71-20593, NSN 1520-01-020-4216, Property # 20311AZ00004, Reg # N925AZ (“**Vehicle**”) to Navajo for critical law enforcement operations.
- 2. TRANSACTION, TERM AND RENEWAL.** Commencing on the date of execution provided on the signature page of this Agreement by the respective governing bodies of

each Party, Pinal shall sublease the Vehicle to Navajo for an initial term of one (1) year. The lease may be renewed for up to four (4) additional one-year terms by mutual written agreement of the parties. The Parties must confirm and execute mutual renewal of this Agreement in writing no later than sixty (60) days before termination of the then-current term.

3. **TERMINATION.** Except as otherwise provided herein, this Agreement shall automatically terminate immediately one year from the date of execution unless timely renewed under the terms provided herein. Either Party may terminate this Agreement at any time by providing not less than sixty (60) days' written notice of its intent to terminate to the other Party. In the event of termination Navajo waives and relinquishes any claim it may have to recoupment or reimbursement for monies spent facilitating its lease, use and possession of the Vehicle up to the date of termination. In the event Navajo is awarded ownership of the aircraft by the DOD, this agreement will immediately terminate.
4. **VEHICLE CONDITION.** Navajo hereby acknowledges and agrees that it takes the Vehicle, and any accessory, part, and addition therein and thereon and modification thereto, in 'as is' condition. By accepting possession and use of the Vehicle, Navajo, as lessee, accepts complete and full responsibility and liability for the Vehicle and agrees to indemnify, defend and hold Pinal harmless, to the maximum extent possible, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) arising out of bodily injury or death of any person or any property damage caused by or arising out of this Agreement or from Navajo's use, possession and/or lease of the Vehicle and any accessory, part, and addition therein and thereon and modification thereto. The provisions of this paragraph shall survive the termination of this Agreement.

5. MUTUAL OBLIGATIONS.

A. Under this Agreement Pinal agrees to the following:

- i. Promptly provide use and possession of the Vehicle to Navajo upon execution of this Agreement.
- ii. Cooperate in the sublease and transfer of possession of the Vehicle to Navajo within a reasonable time after execution of this Agreement.
- iii. Maintain an Equipment Custody Receipt showing that physical custody/possession of the Vehicle is with the Navajo County Sheriff's Office.

B. Under this Agreement Navajo agrees to the following:

- i. Navajo shall bear, at its own expense, the personnel, operating, repair, and maintenance costs arising out of its sublease and use of the Vehicle.
- ii. Navajo shall bear, at its own expense, any and all costs arising out of transporting the Vehicle to Navajo at the beginning of the sublease, any and all costs arising out of transporting the Vehicle throughout the duration of Navajo's sublease of the Vehicle, and any and all costs arising out of transporting the Vehicle to its destination at the termination of the sublease.
- iii. Navajo shall pay for and maintain all appropriate insurance and liability coverage for its lease, use and possession of the Vehicle, including, but not limited to at least \$5,000,000.00 Aircraft Liability coverage with the following

- endorsements: Pinal as Additional Insured; Notice of Cancellation; Breach of Warranty; Primary/Non-Contributory Coverage; and Waiver of Subrogation.
- iv. Navajo shall timely complete each and every performance necessary to secure and record its sublease and physical possession of the Vehicle.
 - v. Navajo shall pay any and all costs associated with securing its lease and physical possession of the Vehicle.
 - vi. Upon request, Navajo shall provide Pinal with any necessary, required or otherwise appropriate records, documentation, and information.
 - vii. Subject to the terms of this Agreement, Navajo shall supervise and manage all uses of the Vehicle.
 - viii. Navajo agrees that the Vehicle shall only be used for critical law enforcement operation uses and purposes and shall not be used contrary to applicable laws, regulations, and LESO Program terms under any circumstances.
 - ix. Navajo shall fulfill and comply with all applicable DOD and LESO requirements.
 - x. Navajo acknowledges the existence and application of the LESO program Memorandum of Agreement and the LESO program State Plan of Operation, and any amendments or addendums thereto, which are hereby incorporated into this Agreement, and Navajo agrees to comply with these governing documents as applicable.
 - xi. Pursuant to Sections 5—9 of the State Plan of Operation, and to the extent required and applicable, Navajo agrees, warrants, and represents that it: 1) has adopted requisite protocols or will adopt these protocols *before* its personnel use the Vehicle; 2) has provided requisite training or will provide this training *before* its personnel use the Vehicle; 3) will adhere to the information collection and retention requirements; and 4) will comply with all applicable annual certification requirements.

C. No exchange of funds is expected between the Parties under this Agreement.

6. **DISPOSITION OF PROPERTY.** The Vehicle shall remain the property of the DOD and shall not be used for any purpose(s) prohibited by this Agreement, applicable laws, regulations, and the State Plan of Operation. Upon the termination of this Agreement, the Vehicle shall be returned to the DOD or the DOD's designee in the same condition in which it was first received by Navajo, with the exception of normal use and wear. For any damage or necessary repairs beyond that caused by normal use and wear, Pinal shall have the right to demand any and all such costs be paid or reimbursed by Navajo and this right shall survive the termination of this Agreement for a reasonable duration thereafter.
7. **MODIFICATIONS.** This Agreement shall not be modified, except via written addendum, mutually agreed upon and signed by both parties and shall be attached to this Agreement at such time.
8. **INDEMNITY.** Navajo (as "**Indemnitor**") agrees to indemnify, defend and hold harmless Pinal and the Pinal County Sheriff's Office and their 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. The obligations under this Section shall survive the termination and/or expiration of this Agreement.

9. **NOTICES.** All notices to the other Party required under this Agreement shall be in writing and sent via U.S. Mail to the following:

If to Navajo:

Name / Title

Agency

Mailing Address

City, State ZIP

If to Pinal:

Matt Thomas
Chief Deputy
Pinal County Sheriff's Office
971 Jason Lopez Circ., Bldg. C
Florence, Arizona 85132

If to DOD:

Name / Title

Agency

Mailing Address

City, State ZIP

If to LESO:

Sgt. Matt Van Camp
AZ LESO State Coordinator
Tonto Apache Police
30 Tonto Apache Reservation
Payson, Arizona 85541
E: azleso1122@gmail.com
P: (928) 595-4020

10. MISCELLANEOUS.

- A. RECORDKEEPING. Each Party is independently responsible to make, keep, maintain and transmit any records and/or reports necessitated by this Agreement. At the request of either Party, the other Party shall, within a reasonable time, provide copies of or access to the other Party's records and reports arising out of this Agreement.
- B. 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.
- C. WAIVER OF TERMS AND CONDITIONS. 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.
- D. 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 Agreement.
- E. ISRAEL BOYCOTT PROHIBITED. To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. §§ 35-393 *et seq.*, each party is not currently engaged in, and for the duration of this agreement will not engage in, a boycott of Israel.
- F. COMPLIANCE WITH CIVIL RIGHTS. The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), [Arizona Executive Order 2009-09](#), [Arizona Executive Order 2023-01](#) and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- G. 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 Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- H. 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 others. 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.
- I. 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. 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.

- J. 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 the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- K. NONASSIGNMENT.** Neither Party shall assign its interest in this Agreement, either in whole or in part.
- L. PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 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. 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.
- O. ARBITRATION.** To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each party agrees to bear its own costs of arbitration fee.
- P. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.** The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona. If any applicable arbitration fails, all claims or actions arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- Q. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

Navajo County

Pinal County

By: _____
Sign

By: _____
Sign

_____,
Print Name
Member, Board of Supervisors

_____,
Print Name
Member, Board of Supervisors

Date: _____

Date: _____

Attest: _____
CLERK OF THE BOARD

Attest: _____
CLERK OF THE BOARD

Approved pursuant to A.R.S. § 11-952(D):

Approved pursuant to A.R.S. § 11-952(D):

Sign
_____,
Print Name
Deputy Navajo County Attorney

Sign
_____,
Print Name
Deputy Pinal County Attorney