

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

**INTERGOVERNMENTAL AGREEMENT FOR
TRANSFER OF VEHICLE
BETWEEN PINAL COUNTY AND THE CITY OF NOGALES**

This Intergovernmental Agreement ("**Agreement**") between Pinal County, a political subdivision of the State of Arizona, ("**County**") and the City of Nogales, a municipality in the State of Arizona, ("**Nogales**"), is for the purpose of transferring ownership of a 2011 Chevrolet Silverado 1500 Vin # 3GCPCPE03BG262701 ("**Vehicle**") from the County to Nogales. Hereinafter the County and Nogales may be referred to individually as "Party" and collectively as "the Parties."

RECITALS

WHEREAS, pursuant to A.R.S. § 11-951, *et seq.* Pinal County is authorized to enter into this intergovernmental agreement on behalf of the Pinal County Sheriff's Office and to sell any County property to another unit of government pursuant to A.R.S. § 11-251(56) and (58); and

WHEREAS, the Parties are authorized by A.R.S. § 11-952 to enter into this Agreement, and each party is authorized by state law to own, acquire and transfer personal property; and

WHEREAS, it is economically advantageous to the Parties to transfer ownership of the Vehicle from the County to Nogales, in order to assist local law enforcement agencies lacking resources; and

WHEREAS, the Parties desire to execute this transfer of ownership and the Parties have determined that there is a valid public purpose served by the transfer of the vehicle described herein for use by Nogales for public service purposes within that municipality; 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 Nogales City Council.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1. TRANSACTION.** Upon execution of this Agreement by the governing board or council of each of the Parties to this agreement and when each Party has in its possession a duplicate original of the executed agreement, the Pinal County Sheriff's Office shall transfer possession of the Vehicle to Nogales.
- 2. PURPOSE AND INTENT.** The purpose of this Intergovernmental Agreement is to transfer ownership of the Vehicle from the County to Nogales.
- 3. TERM AND TERMINATION.** This Agreement shall commence upon execution of the Parties and, except as otherwise provided herein, shall automatically terminate immediately upon transfer of ownership and possession of the Vehicle.

4. **VEHICLE CONDITION.** Nogales 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 ownership of the Vehicle, Nogales, as owner, accepts complete and full responsibility and liability for the Vehicle and agrees to indemnify, defend and hold Pinal County 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 Nogales's use, possession and/or ownership 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 the COUNTY agrees to the following:

- i. Release any and all ownership and possessory interests it has in the Vehicle upon execution of this Agreement.
- ii. Cooperate in the transfer ownership and possession of the Vehicle, in its entirety, to Nogales within a reasonable time after execution of this Agreement.

B. Under this Agreement NOGALES agrees to the following:

- i. Pay the sum of \$1.00.
- ii. Accept and agree to the acknowledgments, obligations and responsibilities pursuant to Section 4 above.
- iii. Timely complete each and every performance necessary to secure its legal title and physical possession of the Vehicle.
- iv. Pay any and all costs associated with securing its legal title and physical possession of the Vehicle.

6. **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.

7. **INDEMNITY.** 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.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

8. **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 Nogales: Edward Dickie
City Manager
City of Nogales

777 North Grand Avenue
Nogales, Arizona 85621

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

9. MISCELLANEOUS.

- A. 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.
- B. 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.
- C. 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.
- D. COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- E. 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.
- F. 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.
- G. 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.

- H. NONASSIGNMENT.** Neither Party shall assign its interest in this Agreement, either in whole or in part.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

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

(Signatures on following page)

City of Nogales

Pinal County

By: 
Sign

By: _____
Sign

Edward O. Dickie III _____
Print Name
City Manager

Print Name
Member, Board of Supervisors

Date: 10-14-22


Date: _____

Attest: 
CITY CLERK

Attest: _____
CLERK OF THE BOARD

Approved as to form:

Approved as to form:


Sign
Jose L. Machado _____
Print Name
City Attorney

Sign

Print Name
Deputy County Attorney