

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF EL MIRAGE AND THE TOWN OF YOUNGTOWN
REGARDING SHARED TRANSIT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is dated this 30th day of August 2021, between the City of El Mirage, (“El Mirage”) an Arizona municipality, whose address is 10000 North El Mirage Road, El Mirage, Arizona 85335, and the Town of Youngtown, (“Youngtown”) an Arizona municipality, whose address is 12030 North Clubhouse Square, Youngtown, Arizona 85363; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be August 30, 2021 (the “Effective Date”).

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared transit services as specified in this Agreement whereby El Mirage agencies shall support Youngtown in exchange for payment.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

PART I: Specific terms.

- a) An El Mirage van will be used to transport El Mirage and Youngtown Seniors to the El Mirage Senior Center, located at 14010 North El Mirage Road, El Mirage, Arizona 85335.
- b) Pickup and Drop off: Start time for service will be at 8:00 a.m. and end time will be at 1:00 p.m. The El Mirage City Manager or Designee will approve riders. Drop off at the El Mirage Senior Center will be at approximately 8:30 a.m. and take home will be at 1 p.m. Monday through Friday. When the Center is closed, ride service would not be available.
- c) Cost to rider: The fare cost will be \$2 each way. El Mirage will keep all fare charges. Fare charges are separate and in addition to Youngtown’s payment pursuant to Part III and Schedule A of this Agreement.
- d) Marketing the Senior Center: Marketing the El Mirage Senior Center and transit to Youngtown residents will include the El Mirage newsletter, social media, and posters (poster stands in Walmart, etc.), flyers at Youngtown and El Mirage libraries, and NVC publications.

Part II: Term.

The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through June 30, 2022. Thereafter, this Agreement shall automatically renew each year on July 1, for an additional one (1) year term, unless otherwise terminated in accordance with the provisions of Part VIII of this Agreement.

PART III: Payment.

Youngtown shall provide payment as set forth in Schedule A. Youngtown shall pay El Mirage the Total Annual Cost as shown in Schedule A in quarterly payments. In the event the costs exceed those shown, El Mirage and Youngtown will reevaluate the program for future years.

PART IV: Communications.

The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key Youngtown staff involved in providing the shared services described in this Agreement shall report as needed to the El Mirage City Manager or designated representative.

PART V: Amendments.

The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

PART VI: Merger.

This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiation and agreements between the Parties on the matters are contained in this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied on any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

PART VII: Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

PART VIII: Termination.

This agreement can be canceled at any time upon 60 days' written notice by either party.

PART IX: Escalator.

In future years, all costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increase or decrease in costs incurred by El Mirage. Written documentation of said increases shall be provided by El Mirage to Youngtown as these increases occur and a new fee schedule shall be attached as a revised Schedule A.

PART X: Inspection.

El Mirage will retain all books, accounts, and records relating to this agreement pursuant to State retention requirements, and shall allow for inspection and audit of expenses by Youngtown.

PART XI: Indemnification.

To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys' fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor's performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

PART XII: Relationship of Parties.

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

PART XIII: Attorney's Fees.

In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

PART XVIII: E-Verify, Records and Audits.

To the extent applicable under Ariz. Rev. Stat. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

"El Mirage"

CITY OF EL MIRAGE, an Arizona
municipal corporation

Alexis Hermosillo, Mayor

ATTEST:

Sharon Antes, City Clerk

"Youngtown"

TOWN OF YOUNGTOWN, an Arizona
municipal corporation



Michael LeVault, Mayor

ATTEST:



Nicole Smart, Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Justin Pierce
El Mirage City Attorney



Trish Stuhan
Youngtown Town Attorney

SCHEDULE A

Payment Schedule and Schedule of Costs

El Mirage shall provide an invoice to and receive payment from Youngtown on a quarterly basis for services performed. The total estimated annual cost of the Agreement includes costs from Tables 1 of Schedule A.

The quarterly cost billed to Youngtown will be \$1,252.05. With the anticipated contract beginning September 1, 2021.

Table 1

Expense	Annual	Monthly
Northwest Valley Connect	\$18,538	\$1,545
Maintenance/Fuel	\$1,495	\$125.58
Total	\$20,033	\$1,670.58
Cost to City		
El Mirage	\$15,024.75	\$1,252.06
Youngtown	\$5,008.25	\$417.35