

# INTERGOVERNMENTAL AGREEMENT

BETWEEN

GILA COUNTY  
AND  
TOWN OF MIAMI

This agreement is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **GILA COUNTY**, hereinafter referred to as "County" and the **TOWN OF MIAMI**, hereinafter referred to as "Town."

## RECITALS

WHEREAS, as governmental entities, the Town and the County are involved with similar activities and, pursuant to the provisions of A.R.S. §11-251, et seq., and §11-951, et seq., may enter into intergovernmental agreements; and

WHEREAS, the County owns the property located at 506 West Sullivan Street, Miami, AZ., herein referred to as the "CVCT Building", and as described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Town and the County desire to enter into an agreement whereby the County shall sell to the Town and the Town shall purchase from the County, the CVCT Building; and

WHEREAS, the Town believes that the purchase of the CVCT Building will help the Town in providing a building to be used for governmental purposes and the public; and

WHEREAS, pursuant to A.R.S. §11-254, the County has awarded the Town a contribution for economic development in the amount of **\$74,700** for the purchase from the County of the CVCT Building which the County deems to be economic development activity which is operated and maintained within the boundaries of the county and is for the benefit of the public; and

WHEREAS, pursuant to A.R.S. §11-251(9), the County with the unanimous consent of the Gila County Board of Supervisors desires to sell to the Town the CVCT Building subject to the respective Declaration of Covenants, Conditions and Restrictions attached to the Deed transferring the CVCT Building to the Town; and

WHEREAS, pursuant to A.R.S. § 11-251(9), the County has obtained an appraisal of the property and has established a price of \$74,700 which is equal to ninety per cent of the appraised value of the CVCT Building; and

WHEREAS, the respective Declaration of Covenants, Conditions and Restrictions attached to the Deed transferring the CVCT Building to the Town impose certain duties and obligations upon the Town for a period of twenty (20) years; and

WHEREAS, the respective Declaration of Covenants, Conditions and Restrictions attached to the Deed transferring the CVCT Building to the Town is attached hereto as Exhibit "B" and incorporated by this reference into this Intergovernmental Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The County will deposit \$74,700 as a contribution for economic development to the Town into escrow with Pioneer Title Company, Escrow Agent, located at Globe, AZ, to be used solely for the purchase from the County of the CVCT Building.
2. The County will sell to the Town for \$74,700 the CVCT Building pursuant to the attached Purchase Contract and subject to the respective Declaration of Covenants, Conditions and Restrictions attached to the Deed transferring the CVCT Building to the Town copies of which are attached hereto as Exhibits B and C, respectively, and incorporated herein by this reference.
3. The Town agrees to abide by the respective Declaration of Covenants, Conditions and Restrictions attached to the Deed transferring the CVCT Building to the Town.
4. This intergovernmental agreement shall remain in effect until ownership of the CVCT Building is transferred to the Town by warranty deed. After ownership of the CVCT Building is transferred to the Town, the respective Declaration of Covenants, Conditions and Restrictions attached to the Deed shall remain in effect for twenty (20) years or unless terminated earlier upon mutual agreement by the Parties in writing and, while in effect, shall govern the respective rights of the County and the Town to the CVCT Building. In the event the ownership of the building is not transferred, this intergovernmental agreement shall terminate one year after the date of execution or upon mutual written agreement of the parties.
5. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

**IN WITNESS WHEREOF**, the parties herein have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GILA COUNTY**

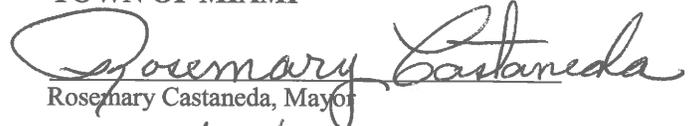
\_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**TOWN OF MIAMI**

  
Rosemary Castaneda, Mayor

Date: 5/29/12

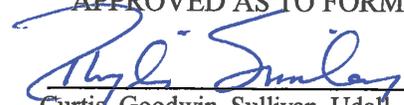
ATTEST:

  
Karen Norris, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall, & Schwab, PLC,  
Town Attorneys  
By: Phyllis L.N. Smiley