

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
TOWN OF PAYSON-PARKS AND RECREATION**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2013, by and between Gila County, hereinafter referred to as "County" and the Town of Payson-Parks and Recreation, hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to the Town in order to further the economic development potentials of the Parks and Recreation Department for various activities and events; and

WHEREAS, the Town has requested funding to aid in the Towns' efforts to increase revenue within the Town by sponsoring various activities and events; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide an amount not to exceed up to \$10,000 in an Economic Development Grant to the Town, for various functions as they arise between January 1, 2013 and June 30, 2013, to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of up to \$10,000 in the form of an Economic Development Grant to the Town for the benefit of the public.
2. The Grant will be used by the Town to help pay for operating costs for various functions and events sponsored by the Town of Payson.

3. The Town agrees to credit the County's Economic Development Grant funding as follows:
 - Billing as Corporate Sponsor for the overall Mountain High Games Events and Activities
 - Logo on all promotional material, including poster and print advertising
 - Logo placed in Official Event Program
 - Primary position on the Town of Payson event Specific Website page
 - 10 x 10 Exhibition booth at the venue (Space only)
 - Sponsor mentions in radio ads
 - Eight (8) 3 x 10 Banners to be hung at event
 - Five (5) Daily Sponsor mentions from announcer
 - Logo on official Event T-Shirts
 - ½ Page ad in the Event Guide printed by the Roundup Newspaper
 - Mentions on Facebook as corporate sponsor
 - Top billing in Town emails as the event is promoted.

4. In order for the Town to receive money under this agreement, the Town will submit a request with a description of each event, to the County. The County's total contribution under this IGA will not exceed Ten Thousand Dollars (\$10,000.00). The County reserves the right to determine whether individual events qualify as economic development.

5. Notices
 - All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Payson
 Attn: Kenny Evans
 303 N. Beeline Highway
 Payson, Arizona 85541

Gila County Board of Supervisors
 Attn: Don McDaniel, Jr.
 1400 E. Ash Street
 Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The Town shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

4. Compliance with All Laws: 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. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

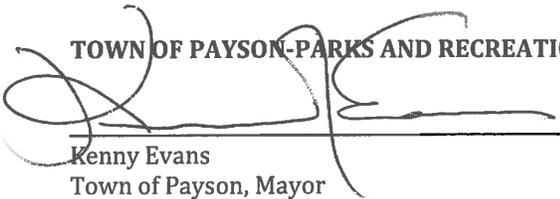
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Town does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TOWN OF PAYSON-PARKS AND RECREATION



Kenny Evans
Town of Payson, Mayor

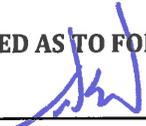
ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

APPROVED AS TO FORM



Tim Wright, Town Attorney