

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
GILA COMMUNITY COLLEGE
WELLNESS CENTER**

THIS AGREEMENT is entered into by and between Gila County, State of Arizona (the "County"), and the Gila Community College - Wellness Center ("GCC").

RECITALS:

WHEREAS, the parties desire to enter into an agreement for a cash contribution from County to GCC, to assist in the cost to replace an elliptical trainer, that is in a state of disrepair and parts are no longer available for it because it is outdated;

WHEREAS, the County desires to provide funding in the form of an economic development grant in order to support the Wellness Center program, which promotes exercise and a healthy lifestyle to the citizens of Gila County.

WHEREAS, GCC has requested assistance in the purchase of a new elliptical trainer.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$2,698.50 in an Economic Development Grant to GCC, to further the economic development for the benefit 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 \$2,698.50 in the form of an Economic Development Grant to Gila Community College for the benefit of the public through the Wellness Program.
2. The Grant will be used by GCC to assist with the purchase of a new elliptical trainer to replace the broken and outdated one.
3. The total cost for the new elliptical trainer is \$4,998.50. Gila County will provide \$2,698.50 towards the purchase, GCC will pay the remaining \$2,300.00.

4. 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:

Gila Community College District
Governing Board
8274 South Six Shooter Canyon Rd.
Globe, Arizona 85502

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

GENERAL TERMS

1. **Indemnification:** The GCC 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 GCC, 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 GCC does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. **Legal Arizona Workers Act Compliance:** The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

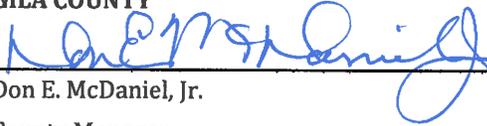
Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The County shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

8. Notice of Dual Representation: The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation of each party, is not prohibited by law, and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to 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



Don E. McDaniel, Jr.
County Manager

Date 8/8/13

GILA COMMUNITY COLLEGE



Stephen Cullen, Ph.D.
Senior Dean

Date 8-26-13

APPROVED AS TO FORM



Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as an attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 29TH day of AUGUST, 2013.


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

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DATED this 29TH day of AUGUST, 2013.


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney