INTERGOVERNMENTAL AGREEMENT NO. 021814
BETWEEN
GILA COUNTY
AND
TONTO NATURAL RESOURCE CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "TONTO NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the TONTO NRCD in order to further the economic development potentials of the Payson area residents to aid in the continuance of providing administrative services to the burn pit locations for the residents of Northern Gila County; and

WHEREAS, the TONTO NRCD is a Natural Resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the TONTO NRCD will continue to provide administrative services to the burn pits owned by the United States Forest Service, for the residents of Northern Gila County; and

WHEREAS, the United States Forest Service owns two burn pits utilized by the residents of Northern Gila County. One location is outside of Payson, AZ. and the other one is outside of Pine, AZ. 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 $30,000 in an Economic Development Grant to the TONTO NRCD, 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 $30,000 in the form of an Economic Development Grant to the TONTO NRCD for the benefit of the public. The Economic Development Grant will be in effect from March 18, 2014 to March 17, 2015.

2. The Grant will be used by the TONTO NRCD for the continuance of operating two burn pits in the Northern Gila County area.

3. Tonto NRCD agrees to provide to the County a quarterly deliverables report with an accounting of how the Economic Development Grant has been spent. The report will include invoices and receipts that were paid during that quarter.

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:

Tonto TONTO NRCD
Attn: Troy Neal
P.O. Box 3073
Payson, AZ 85547-3073

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

GENERAL TERMS

1. Indemnification: The TONTO NRCD 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. The TONTO NRCD shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of the work described in this Intergovernmental Agreement No. 021814. The TONTO NRCD shall provide a Certificate of Insurance to Gila County naming Gila County as additional insured to the full limits of liability purchased by the TONTO NRCD. The TONTO NRCD insurance shall be primary insurance and non-contributory with respect to all other available sources.

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

4. 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.

5. 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.

6. 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.

7. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the TONTO NRCD 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 BOARD OF SUPERVISORS

_____

Michael A. Pastor
Chairman of the Board of Supervisors

TONTO NATURAL RESOURCE CONSERVATION DISTRICT

_____

Troy Neal
Secretary/Treasurer

ATTEST

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____

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