

INTERGOVERNMENTAL AGREEMENT NO. 090914
BETWEEN
GILA COUNTY
AND
TOWN OF MIAMI

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between Gila County, hereinafter referred to as "County" and the Town of Miami, hereinafter referred to as "the Town."

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to assist the Town in their project to improve their current Information Technology system in order to further the economic development potentials of the Town, improve the productivity and efficiency with the town, and assist in providing financial stability for the Town through software and hardware upgrades; and

WHEREAS, the Town has requested up to \$10,000 of funding from the County to aid in their completion of this project; 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 either an economic development grant up to \$10,000, or in-kind services from County IT staff, or a combination of both, between September 16, 2014 and September 15, 2014, 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 County may provide the Town up to \$10,000 in an economic development grant in direct financial assistance for the Town's IT expenditures and/or, when available, in-kind technical assistance by utilizing the County IT Department between September 16, 2014 and September 15, 2015. Technical assistance utilizing the County IT Department will be charged against the \$10,000 ceiling of this paragraph by assessing the hourly rate of each County IT Department staff member assisting the Town for each hour they assist the Town. The \$10,000 economic development grant can be met by any combination of direct financial assistance and in kind technical assistance is also subject to the availability of County IT Department staff.

2. 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 Miami
Attn: Rosemary Castaneda
500 W. Sullivan Street
Miami, Arizona 85539

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, its 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, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

ATTEST

Marian Sheppard,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Bryan B. Chambers,
Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

TOWN OF MIAMI

Rosemary Castaneda, Mayor
Town of Miami

ATTEST

Karen Norris,
Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab PLC
Attorneys for the Town