

INTERGOVERNMENTAL AGREEMENT NO. 091614-1
BETWEEN
THE TOWN OF STAR VALLEY
AND
GILA COUNTY
PHASE I OF PARK IMPROVEMENT PROJECTS

This Intergovernmental Agreement is made and entered into by and between the **TOWN OF STAR VALLEY** ("Town"), a municipal corporation, hereinafter referred to as "Town", and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. § 11-951, et seq. and A.R.S. § 11-254.04; and,

WHEREAS, the Town has recently established a town park known as the B. Diane McDaniel Community Park, located at 3615 E. Highway 260 in Star Valley, AZ.; and,

WHEREAS, the Town has requested financial assistance for repairs needed to the well located on the park property; and,

WHEREAS, Gila 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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Gila County will contribute the sum of \$26,329.00 in the form of an Economic Development Grant to the Town of Star Valley for the benefit of the public.
2. The Town of Star Valley will utilize the funds towards necessary repairs to the well, located at the B. Diane McDaniel Community Park, 3615 E. Highway 260 in Star Valley, AZ.

3. 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 Star Valley
Attn: Ronnie O. McDaniel
3675 E. Highway 260
Star Valley, 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, 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 is subject to the cancellation provisions of A.R.S. §38-511.
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. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

- 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 Town of Star Valley does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, three (3) identical counterparts of this agreement, 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

TOWN OF TOWN OF STAR VALLEY

 Michael A. Pastor, Chairman
 Gila County Board of Supervisors

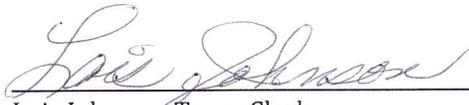


 Ronnie O. McDaniel
 Mayor

ATTEST

ATTEST

 Marian Sheppard, Clerk of the Board
 Gila County Board of Supervisors

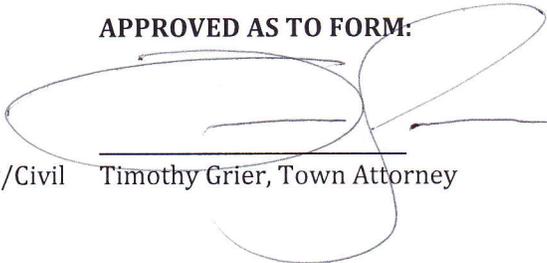


 Lois Johnson, Town Clerk
 Town of Town of Star Valley

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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



 Timothy Grier, Town Attorney