

**INTERGOVERNMENTAL AGREEMENT NO. 111414**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**CITY OF GLOBE**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the City of Globe, an Arizona municipal corporation, hereinafter referred to as "City".

**RECITALS**

**WHEREAS**, both local governments are involved in planning, design, construction, and maintenance of public infrastructure and other facilities to meet the various needs of the people in the community; and

**WHEREAS**, the City primarily provides these services within the City limits and the County is primarily responsible for the provision of the same service in unincorporated areas outside and immediately adjoining to our City limits; and

**WHEREAS**, the County, from time to time, may have the need to have a service provided by the City, or to purchase goods directly from the City; and

**WHEREAS**, both the City and the County coordinate efforts and jointly plan, design, and construct projects and improvements to the various elements of public infrastructure, such as, but not limited to, streets, drainage ways, parks, recreational facilities, and buildings, which benefit both government jurisdictions;

**SCOPE**

It is the intent of the County to purchase, as the need arises, services or goods from the City involving planning, design, construction, and maintenance of public infrastructure and other facilities, in an amount not to exceed, without prior written approval, \$50,000, between December 2, 2014 and December 1, 2015, and may be extended by mutual agreement of the parties for up to two additional one year terms.

**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 will purchase from the City services and/or goods involved in planning, design, construction, and maintenance of public infrastructure and other facilities, when the need arises, and upon request by the County, in an amount not to exceed, without prior written approval, \$50,000, during the term of December 2, 2014 to December 1, 2015.

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:

City of Globe  
Attn: Terence O. Wheeler  
150 N. Pine Street  
Globe, AZ 85501

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

**GENERAL TERMS**

1. Indemnification: To the extent permitted by law, the City 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 City, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

To the extent permitted by law, the County shall indemnify, defend and hold harmless, City, its officers, employees and 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 County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this indemnity provision shall survive termination of this Agreement.

2. Duration/Termination: This Agreement will remain in effect for one calendar year after its execution, and may be extended by mutual Agreement of the parties for up to two additional one year terms. 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 CITY does not appropriate sufficient monies for the purpose of maintaining this Agreement.
  
7. **Workers Compensation:** During work on this Intergovernmental Agreement, employees of both the City and the County staff shall maintain their status respectively as City or County employees, but shall perform under the direction and authority of the either the County or City as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

8. The County and the City shall each maintain a budget to fulfill their obligations under this Intergovernmental Agreement. At the conclusion of the Intergovernmental Agreement, the County and City shall each retain any property used during the execution of the Intergovernmental Agreement except that any property purchased by the County from the City shall remain property of the County.

**IN WITNESS THEREOF**, Three (3) identical counterparts of this Intergovernmental 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 indicated above.

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Michael A. Pastor  
Chairman of the Board of Supervisors

**CITY OF GLOBE**

  
\_\_\_\_\_  
Terence O. Wheeler  
Mayor

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
William J. Sims  
City Attorney