

INTERGOVERNMENTAL AGREEMENT NO. 022414

**BETWEEN
GILA COUNTY
AND
CITY OF GLOBE**

THIS AGREEMENT is made and entered into effective this 1ST day of April, 2014, by and between Gila County, hereinafter referred to as "County" and the City of Globe, hereinafter referred to as "City".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide granite to the City for use in City parks; and

WHEREAS, the City has a need for granite, from time to time, and desires to accept granite from Gila County when needed; and

WHEREAS, the City does not have access to granite and seeks to find the most cost effective means possible to continue to provide recreational facilities for use by Gila County citizens, for recreational purposes;

WHEREAS, the County has a granite pit that produces granite for surfacing walking, driving and parking areas.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide, when available and upon request by the City, granite for use in City parks, when the need arises, between March 18, 2014 and March 17, 2015, 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 will provide, when in the opinion of the County it has excess granite available, and upon request by the City, granite for use in City parks to continue to provide recreational facilities for use by Gila County citizens, for recreational purposes, during the term of March 18, 2014 to March 17, 2015.
2. The County will remove the granite from the County pit and screen the granite, if needed.

The County reserves the right to limit the amount of granite available under this IGA and to refuse any particular request for granite made by the City.

3. The City will provide the loading and transportation of the granite.

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:

City of Globe
Attn: Terence 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, 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 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.

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. The terms of this Agreement shall survive its termination.
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.

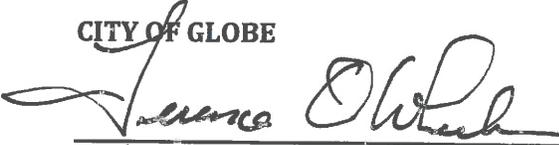
IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS



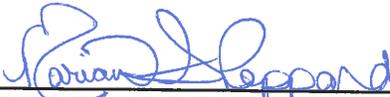
Michael A. Pastor
Chairman of the Board of Supervisors

CITY OF GLOBE



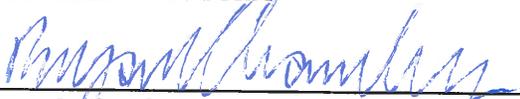
Terrence Wheeler
Mayor

ATTEST



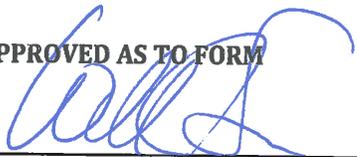
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



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

APPROVED AS TO FORM



William J. Sims
City Attorney