

When recorded,  
return to:  
Marian Sheppard, BOS  
(2/7/12 #3F)



**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)**  
**AND GILA COUNTY**  
**PERTAINING TO ECONOMIC DEVELOPMENT**  
**AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, 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., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, as owner of its real property and facilities, College now has the additional financial burden of utilities, maintenance, and repair of said properties which directly impact its ability to provide educational services;

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving College's buildings and facilities by providing regular and necessary maintenance at such buildings and

facilities including, but not limited to, oversight and management of all utilities and communications services; and,

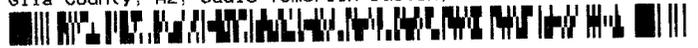
**WHEREAS**, the Gila County Board of Supervisors has determined that assisting the College with maintenance, utilities, and communication services will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county

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

- I. County agrees to financially assist College with maintenance, utilities, and communication services at facilities listed in Paragraph IV below, in an amount not to exceed One Hundred Thirty-Five Thousand (\$135,000) dollars.
- II. The term of this agreement shall be from November 16, 2011, to June 30, 2012.
- III. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.
- IV. College's facilities include:
  - Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501
  - Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539
  - Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541
- V. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.
- VI. General Provisions:
  - a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.





is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this 7<sup>th</sup> day of February, 2012.

GILA COMMUNITY COLLEGE

By: [Signature]  
Title: Robert Ashford, President  
Governing Board

Date: January 27, 2012

GILA COUNTY

By: [Signature]  
Title: Tommie Cline Martin, Chairman  
Board of Supervisors

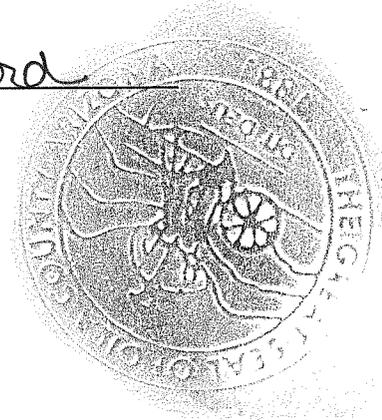
Date: 2/7/12

ATTEST:

[Signature]  
NAME: B. Stephen Cullen  
TITLE: SR. DEAN  
Gila Community College District

ATTEST:

[Signature]  
Marian Sheppard  
Chief Deputy Clerk





**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 7<sup>th</sup> day of February, 2012.

Daisy Flores, Gila County Attorney

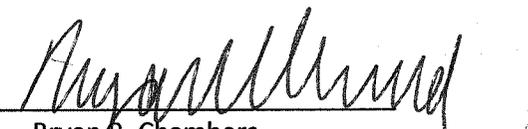
By:   
Bryan B. Chambers  
Chief Deputy County Attorney

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DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 7<sup>th</sup> day of February, 2012.

Daisy Flores, Gila County Attorney

By:   
Bryan B. Chambers  
Chief Deputy County Attorney