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Marian Sheppard, BOS
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2012-010826 IGA Page: 1 of 5
08/30/2012 11:56:22 AM Receipt #: 12-6781
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Gila County, Az, Sadie Tomerlin Dalton, Recorder

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, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

WHEREAS, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

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

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Seventy-Five Thousand ($275,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2012	$68,750.00
Payment 2	January 1, 2013	$68,750.00
Payment 3	April 1, 2013	$68,750.00
Payment 4	June 30, 2013	$68,750.00

III. The term of this agreement shall be from July 1, 2012, to June 30, 2013.

IV. 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.

V. 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

VI. 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.

VII. 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.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College
8274 Six Shooter Canyon Road
Globe, Arizona 85501
or
P.O. Box 2656
Globe, Arizona 85502

Gila County
Procurement Group
1400 East Ash Street
Globe, Arizona 85501

e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

f. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

g. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The County shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor 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 20th day of August, 2012.

GILA COMMUNITY COLLEGE

By: _____
Title: Larry Stephenson,
President, Governing Board

Date: 8/1/12

GILA COUNTY

By: _____
Title: Tommie Cline Martin,
Chairman, Board of Supervisors

Date: 8/20/12

ATTEST

By: _____
Title: B. Stephen Cullen,
Sr. Dean, Gila Community College District

ATTEST

By: _____
Title: Marian Sheppard,
Chief Deputy Clerk of the Board

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 20th day of August, 2012.

Daisy Flores, Gila County Attorney

By: _____
Title: Bryan B. Chambers,
Chief Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT
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 20th day of August, 2012.

Daisy Flores, Gila County Attorney

By: _____
Title: Bryan B. Chambers,
Chief Deputy County Attorney