INTERGOVERNMENTAL AGREEMENT NO. 061014-1
BETWEEN
GILA COUNTY
AND
TOWN OF HAYDEN

THIS AGREEMENT is made and entered into effective this 21st day of October, 2014, by and between Gila County, hereinafter referred to as "County" and the Town of Hayden, hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to grant permission to the Town to use various types of equipment and/or services of Gila County in order to further the economic development potentials of the Town; and

WHEREAS, the Town has requested to use various types of equipment and/or services on occasion, for safety needs and/or efforts to increase revenue within the Town by sponsoring various activities and events; and

WHEREAS, the 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

It is the intent of the County pursuant to A.R.S. §11-254 to provide, when available, and upon request by the Town, various types of equipment and/or services to the Town, for various functions as they arise between July 1, 2014 and June 30, 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 may provide, when available, and upon request by the Town, various types of equipment and/or services to the Town, for various functions, as they arise between July 1, 2014 and June 30, 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:

Town of Hayden
Attn: Mayor/Vice Mayor
520 Velasco Avenue
Hayden, Arizona 85135

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. County Discretion: The County maintains discretion to accept or decline any request from the Town to use any equipment or service under this Agreement. Additionally, County may impose additional conditions upon the Town in order to use any equipment or service under this Agreement.

4. 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.

5. 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.

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

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No. 061014-1, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TOWN OF HAYDEN

Mayor/Vice Mayor
Town of Hayden

ATTEST

Marian Sheppard, Clerk of the Board of Supervisors

ATTEST

Laura E. Romero, Town Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

Stephen R. Cooper, Town Attorney