

INTERGOVERNMENTAL AGREEMENT NO. 110415
BETWEEN
GILA COUNTY
AND
CITY OF GLOBE
GLOBE ACTIVE ADULT CENTER

THIS AGREEMENT is made and entered into effective this _____ day of _____ 2015, by and between Gila County, hereinafter referred to as "County" and the City of Globe through the Globe Active Adult Center, hereinafter referred to as "City".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to the City in order to further the economic development potentials of the Globe Active Adult Center to aid in the continuance of providing meals for both attendees at the center and those who receive delivered meals; and

WHEREAS, the City has requested funding to aid in the City's efforts to continue to provide meals to the community, based upon the needs of the community and, in particular, the population that receives services through the Active Adult Center in Globe, AZ.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$20,000 in an Economic Development Grant to the City, 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 Gila County Board of Supervisors will contribute the sum of \$20,000 in the form of an Economic Development Grant to the City for the Globe Active Adult Center Nutrition Program, the benefit of the public.
2. The Grant will be used by the City for the sole purpose of providing nutrition services, open to people age 60 or more, married to someone 60 or more, and the disabled, as authorized by the Older Americans Act and administered by Pinal-Gila Council for Senior Citizens.
3. The City agrees to maintain records for the grant period of July 1, 2015 through June 30, 2016. The report will be due on July 1, 2016, and indicate the number of meals provided for Meals on Wheels and On Site diners, the total number of meals served, and the percentage of the meals provided for residents of Gila County, outside the City limits. All information provided shall be of public record. Failure to furnish the report will result in future funding being withheld by the County.

7. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
8. As required by A.R.S. § 23-214(B), before receiving the economic development incentive, the City shall provide proof to the County that the City is registered with and is participating in the e-verify program.
9. **Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be presented for review and action annually to the governing body for the County and for the City; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS WHEREOF, three (3) identical counterparts of this Intergovernmental Agreement No. 110415, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

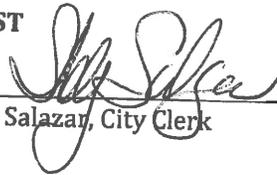
Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

CITY OF GLOBE



Terence O. Wheeler
Mayor

ATTEST



Shelly Salazar, City Clerk

APPROVED AS TO FORM



William J. Sims, City Attorney