

**INTERGOVERNMENTAL AGREEMENT NO. 123015
BETWEEN
GILA COUNTY
AND
TONTO NATURAL RESOURCE CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "TONTO NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the TONTO NRCD in order to further the economic development potentials of Gila County, by providing funds to assist in the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program; and

WHEREAS, the TONTO NRCD is a Natural Resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the TONTO NRCD will continue to accept contributions and use or expend them in carrying on its operations to continue to provide the University of Arizona Cooperative Extension "Reading the Range" monitoring program for the residents of Gila County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide a \$30,000 contribution to the TONTO NRCD, to further the economic development of the County.

Since its foundation in 2000, The Reading the Range program has offered range monitoring workshops by the University of Arizona. Through the Reading the Range program, ranchers in the Gila County area have increased the number of perennial grasses by five times. The goal is to identify any resource concerns that may exist and take steps to achieve a solution to the concerns. The Reading the Range program teaches how to increase ground cover, create better watershed conditions and create more diversity of vegetation.

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 \$30,000 in the form of a contribution to the TONTO NRCD for the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program, for the benefit of the public. The contribution will be in effect from January 01, 2016 to December 31, 2016.
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:

Tonto NRCD
Attn: Troy Neal
P.O. Box 3073
Payson, AZ 85547-3073

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
2. Termination: Prior to the distribution of the funds described herein from the County to Tonto NRCD, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be comingled that will need to be disposed of after termination of the agreement.
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 applicable laws, rules, regulations, standards, and executive orders, whether federal, state or local. . 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.

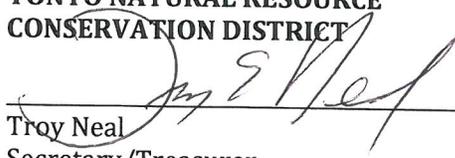
6. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the TONTO NRCD does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. **Immigration Law Compliance Warranty:** As required 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, Tonto NRCD shall provide proof to the County that it 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 approved annually by the County and Tonto NRCD through their respective boards; financing may include commitment of general funds, grant funds, or other available financing.

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

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**



Troy Neal
Secretary/Treasurer

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