

AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 022414

**BETWEEN
GILA COUNTY
AND
CITY OF GLOBE**

WHEREAS, the parties have entered into Intergovernmental Agreement (IGA) No. 022414 dated April 1, 2014, which provides for the Gila County Board of Supervisors to provide granite to the City for use in City parks; and

WHEREAS, the City has a need for granite, from time to time, and desires to accept granite from Gila County when needed; and

WHEREAS, the City does not have access to granite and seeks to find the most cost effective means possible to continue to provide recreational facilities for use by Gila County citizens, for recreational purposes;

WHEREAS, the County has a granite pit that produces granite for surfacing walking, driving and parking areas.

WHEREAS, Amendment No. 1 was executed on May 05, 2015 to extend the term of the IGA from March 18, 2015 to March 17, 2016, pursuant to General Terms, Item 2-Duration/Termination of IGA No. 022414; and

WHEREAS, Intergovernmental Agreement No. 022414 expired on March 17, 2016, the parties choose to exercise the option to renew for one additional year period, pursuant to General Terms, Item 2 – Duration/Termination and subject to the SCOPE and GENERAL TERMS as amended below.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254.04 to provide, when available and upon request by the City, granite for use in City parks, when the need arises, between June 21, 2016 and June 20, 2017 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 will provide, when in the opinion of the County it has excess granite available, and upon request by the City, granite for use in City parks to continue to provide recreational facilities for use by Gila County citizens, for recreational purposes, during the term of June 21, 2016 to June 20, 2017.

2. The County will remove the granite from the County pit and screen the granite, if needed.

The County reserves the right to limit the amount of granite available under this IGA and to refuse any particular request for granite made by the City.

3. The City will provide the loading and transportation of the granite.

4. 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:

City of Globe
Attn: Terence Wheeler
150 N. Pine Street
Globe, AZ 85501

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

GENERAL TERMS

1. **Indemnification:** To the extent permitted by law, the City shall indemnify, defend and hold harmless, County, it's 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, or negligence by the City, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. To the extent permitted by law, the County shall indemnify, defend and hold harmless, City, its officers, employees and 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, or negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.
2. **Duration/Termination:** This Agreement will remain in effect for one calendar year after its execution, and may be extended by mutual Agreement of the parties for up to two additional one year terms. Either party may, at any time and without cause, cancel this Agreement by providing 30 days 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.

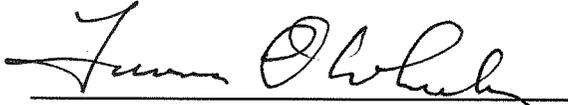
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
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 CITY 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, 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 approved annually by the County and the City through its respective board or council; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS WHEREOF, three (3) identical copies of this Intergovernmental Agreement No. 022414, 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 this 21st day of June, 2016.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor
Chairman of the Board of Supervisors

CITY OF GLOBE



Terence Wheeler
Mayor

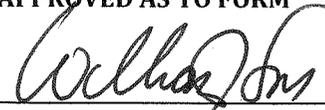
ATTEST

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

APPROVED AS TO FORM



William J. Sims
City Attorney