

INTERGOVERNMENTAL AGREEMENT 080416
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 V below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) 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, 2016	\$62,500.00
Payment 2	January 1, 2017	\$62,500.00
Payment 3	April 1, 2017	\$62,500.00
Payment 4	June 30, 2017	\$62,500.00

III. The term of this agreement shall be from July 1, 2016, to June 30, 2017.

IV. College agrees to use the funds to improve its vocational training curriculum in order to prepare young people to enter the current job market; to address reemployment of Gila County residents affected by corporate layoffs and small business closures; and for the preservation of the College's educational facilities by using the funds for utilities, communication services, and maintenance of the facilities and real property of the College.

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 (a.) of this Section shall be submitted to arbitration as set forth in A.R.S. §12-1518.
- c. In the event of a breach of any term or condition of this Agreement by either party, the Party claiming breach shall provide written notice to the other Party; said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice. The Party claiming breach may terminate this Agreement without further notice. Upon termination of this agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.
- d. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. section §38-511, the provisions of which are incorporated herein by this reference.
- e. 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	Gila County Procurement Group 1400 East Ash Street Globe, Arizona 85501
<u>or</u>	
P.O. Box 2656 Globe, Arizona 85502	
- f. Legal Arizona Workers Act Compliance: The College hereby warrants that it will at all times during the life of this Agreement comply with all state and federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A). The College shall further ensure that each subcontractor who performs any work for the College under this Agreement likewise complies with the State and Federal Immigration Laws.

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

Any breach of the College'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 Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the College 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 College shall advise each subcontractor of the County's and College'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 agreement 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 and the College 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 agreement subjecting Subcontractor to penalties up to, and including suspension or termination of this agreement.

- g. As required by A.R.S. §23-214(B), before receiving the Economic Development Grant, the College shall provide proof to the County that the College is registered with and is participating in the e-verify program.

VIII. 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 _____ day of _____, 2016.

GILA COMMUNITY COLLEGE

By: Jay Spehar

Title: Jay Spehar,
President, Governing Board

Date: 9-1-2016

GILA COUNTY

By: _____

Title: Michael A. Pastor,
Chairman, Board of Supervisors

Date: _____

ATTEST

By: B. Stephen Cullen

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

ATTEST

By: _____

Title: Marian Sheppard,
Clerk of the Board of Supervisors

**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 _____ day of _____, 2016.

Bradley D. Beauchamp, Gila County Attorney

By: _____
Title: Jefferson R. Dalton,
Deputy Gila County Attorney,
Civil Bureau Chief