

RESOLUTION NO. 2574

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM 1 TO THE GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT.

WHEREAS, on or about August 5, 2010, the Mayor and Common Council of the Town of Payson approved the Gila County Library District Library Service Agreement for the fiscal year 2010-2011 (the "Agreement"); and

WHEREAS, Gila County desires to amend the Agreement in compliance with A.R.S. § 41-4401 (Authorized Presence Requirements); and

WHEREAS, for such purpose, Addendum 1 to the Gila County Library District Library Service Agreement has been prepared,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That Addendum 1 to the Gila County Library District Library Service Agreement for July 1, 2010 to June 30, 2011 be and is hereby approved in substantially the form attached hereto as Exhibit "A".

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, be and is hereby authorized to execute said Addendum 1 in substantially the form as attached.

Section 3. That the Town of Payson be and is hereby authorized to take such other and further actions as may be necessary or appropriate to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 16th day of September, 2010, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Timothy M. Wright, Town Attorney

EXHIBIT "A"

to Resolution No. 2574

ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT JULY 1, 2010 TO JUNE 30, 2011

Legal Arizona Workers Act Compliance

The Town hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Town's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Town shall further ensure that each subcontractor who performs any work for Town under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Town'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 Contract subjecting Town to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Town 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 Town shall advise each subcontractor of District'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 contract 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 District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

IN WITNESS THEREOF,

TOWN OF PAYSON

GILA COUNTY LIBRARY DISTRICT

Date _____
Mayor

Date _____
Chairman, Board of Directors

Town Attorney

Chief Deputy County Attorney