RESOLUTION NO. 2970

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA ("TOWN"), AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ("IGA") WITH GILA COUNTY, ARIZONA ACCEPTING AND APPROVING AN ECONOMIC DEVELOPMENT GRANT FROM THE GILA COUNTY BOARD OF SUPERVISORS TO BE USED FOR PHASE I OF THE AMERICAN GULCH PROJECT.

WHEREAS, A.R.S. § 11-952 authorizes two or more public agencies to enter into intergovernmental agreements, if authorized by their legislative or governing bodies; and

WHEREAS, Gila County, Arizona, a body politic and incorporated and organized under A.R.S. §§ 11-201 and 11-202; and

WHEREAS, the Town of Payson, a municipal corporation and a political subdivision of the State of Arizona, is located entirely in Gila County and incorporated and organized under A.R.S. §§ 9-101 and 9-231; and

WHEREAS, pursuant to A.R.S. § 9-240 (B)(3), the Town Council shall also have power to exercise exclusive control over the streets, alley, easement, avenue, park, public place or sidewalk and to vacate, abandon, accept or abolish same within the town limits; and

WHEREAS, pursuant to A.R.S. § 9-240 (B)(5), the Town Council shall also have power to construct and maintain drains and to change the channels of natural watercourses; and

WHEREAS, pursuant to A.R.S. § 9-500.11, the governing body of a city or town may appropriate and spend public monies for and in connection with economic development activities; and

WHEREAS, Gila County, by and through the Board of Supervisors, desires to enter into an IGA awarding the TOWN the sum of $8,500.00 to be used for Phase I of the American Gulch Project; and

WHEREAS, the Mayor and Council desire to accept and approve said IGA and authorize TOWN officials to apply said funds to Phase I of the American Gulch Project.

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

Section 1: That the Intergovernmental Agreement with Gila County for the Economic Development Grant, attached as Exhibit A is hereby approved in substantially the form attached.

Prepared by Town of Payson Legal Department
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Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is hereby authorized to execute the Intergovernmental Agreement for the Economic Development Grant with Gila County in substantially the form as is attached.

Section 3: The Economic Development Grant funds shall be used for Phase I of the American Gulch Project.

Section 4: That the Town of Payson and its Town Officials are authorized to take other actions as may be necessary to carry out the intent of the IGA and this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND OUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 20th day of October, 2016, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
Kenny J. Evans, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Hector M. Figueroa, Town Attorney

Prepared by Town of Payson Legal Department
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EXHIBIT A
TO
RESOLUTION 2970

(GILA COUNTY ECONOMIC DEVELOPMENT GRANT IGA)

INTERGOVERNMENTAL AGREEMENT NO. 091216
BETWEEN
GILA COUNTY
AND
TOWN OF PAYSON

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "County" and the Town of Payson, hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to the Town in order to further the economic development potentials of the Town for various activities and events; and

WHEREAS, the Town has requested funding to aid in the Towns' efforts to increase revenue within the Town by sponsoring various activities and events; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will improve or enhance the economic welfare of the inhabitants 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 $8,500 in the form of an Economic Development Grant to the Town for the benefit of the public.

2. The Grant will be used by the Town to begin Phase I of the grading and landscaping for the American Gulch Project.

3. 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:

Town of Payson Attn: Mayors Office 303 N. Beeline Highway Payson, Arizona 85541	Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The Town 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 of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

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 Town does not appropriate sufficient monies for the purpose of maintaining this Agreement.

7. Legal Arizona Workers Act Compliance: 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.

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

_____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

ATTEST

_____

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM:

_____

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

TOWN OF PAYSON

_____

Town of Payson, Mayor

APPROVED AS TO FORM:

_____

Town Attorney