	Intergovernmental Agreement Pleasant Valley Veterans Retreat Agreement No. VS24-006	**STATE OF ARIZONA** ARIZONA DEPARTMENT OF VETERANS' SERVICES 3839 NORTH THIRD STREET, SUITE 209 PHOENIX, ARIZONA 85012 PHONE (602) 234-8407 FAX (602) 297-6682

This Intergovernmental Agreement for Gila County Veterans Retreat (the "**Agreement**") is made and entered into this 6 day of December, 2023 ("**Effective Date**"), by and between the Gila County, an Arizona municipal corporation (the **"County"**) and the State of Arizona acting by and through its Arizona Department of Veterans' Services ("**ADVS**"). The County and ADVS may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, ADVS was appropriated a one-time increase of $3,000,000.00 from the General Fund in FY 2024 for construction costs of the Pleasant Valley Veterans Retreat (the **"Project"**);

WHEREAS, pursuant to Arizona's FY 2024 budget as enacted in SB 1720, section 94, the Legislature expressly required that "Monies appropriated for the Gila county veterans retreat line item shall be distributed to Gila county for the Pleasant Valley veterans retreat," so that ADVS has been required by the Legislature to distribute to the County the entire $3,000,000.00 appropriation to construct the Pleasant Valley Veterans Retreat in Gila County, Arizona;

WHEREAS, the State is empowered by Arizona Revised Statutes § 41-603(B)(4) to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

TERMS

1. **Recitals**. The Recitals set forth above are incorporated herein as if set forth in full.

2. **Scope of Work**. The purpose of this Agreement is solely to transfer the $3,000,000.00 referenced above from ADVS to the County, so that the County can proceed with the construction of the Pleasant Valley Veterans Retreat in Gila County.

3. **ADVS Responsibilities**. ADVS will undertake the actions outlined below:

   a. ADVS will provide four quarterly payments in the amount of $750,000.00 to the County, with the first payment to be made on Dec. 8, 2023 and each subsequent payment to be made at three-month intervals until all funds provided by the Legislature have been transferred to the County. ADVS shall not be responsible for any payment in the event of the unavailability of Legislative funding, as provided in A.R.S. § 35-154.

b. This Agreement is established solely to pass through appropriated monies, as intended by the State Legislature, to the County for construction of the Pleasant Valley Veterans Retreat. ADVS will serve no additional roles in the design or construction of the project, or any other activities pertaining to the Pleasant Valley Veterans Retreat and shall have no oversight or supervision of, or responsibility for, the County's expenditure of these funds, or the design and/or construction of the Project.

4. **County Responsibilities.** The County will utilize the monies outlined in this IGA for the sole purpose of constructing the Pleasant Valley Veterans Retreat, located in Gila County, Arizona. After the Pleasant Valley Veteran's Retreat is deeded to the County, the County shall retain ownership of the Pleasant Valley Veterans Retreat. The County shall be solely responsible for the County's expenditure of the funds that are the subject of this Agreement, and for the design and construction of the Project.

5. **Term of Agreement.** This Agreement shall be deemed completed upon the transfer of the funds that are the subject of this Agreement by ADVS to the County.

6. **Indemnification**. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, pursuant to Arizona law, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the Party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder, but only to the extent that any loss, damage, expense, and liability is attributable to the negligent acts and/or misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive the revocation and/or termination of this Agreement.

7. **Assignment**. Neither Party may assign any of its duties, rights or responsibilities under this Agreement without the express written consent (which shall comply with the requirements of Section 8, below) of the other Party.

8. **Entire Agreement/Integration/Severability**. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions.

9. **Amendments**. No change or addition is to be made to this Agreement except by written amendment executed by authorized representatives of the Parties. All waivers of the provisions of this Agreement must be in writing and signed by authorized representatives of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the authorized representatives of the Parties.

10. **Third-Parties**. This Agreement shall not be construed as an Agreement for the benefit of any third-party or parties.

11. **Notice**. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery (which may include delivery by e-mail), or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

Gila County: Gila County
Attn: County Manager, James Menlove
1400 E Ash St
Globe, AZ 85501
E-mail: jmenlove@gilacountyaz.gov

ADVS: Arizona Department of Veterans' Services
Attn: Cabinet Executive Officer, Dana Allmond
3839 North 3rd Street, Suite 209
Phoenix, Arizona 85012
E-mail: dallmond@azdvs.gov

If either Party changes its address, that party must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing its address, or immediately if delivered by e-mail.

12. **Headings**. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

13. **Counterparts**. For the convenience of the parties, this Agreement may be executed in two (2) or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document. Neither party shall have any right, duty nor obligation under this Agreement unless and until this Agreement or counterparts hereof have been executed by authorized representatives of both parties.

14. **Jurisdiction/Venue/Applicable Law**. This Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts located within Maricopa County, but with the parties obligated to engage in arbitration to the extent required by A.R.S. § 12-1518.

15. **Conflict of Interest**. The Agreement is subject to the conflict of interest and cancellation provisions of the A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

16. **Attorneys' Fees and Costs**. If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

17. **Provisions Required by Law**. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

18. **Attorney Verification**. In accordance with Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein are the written determinations of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

19. **Further Acts/Additional Documents**. Each party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, certifications, acknowledgments and instruments as may be reasonably required to consummate, evidence, confirm or carry out the matters contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Gila County

Name Stephen Christensen
Gila County Administrator

ATTEST:

Name Samantha Trimble
Title Deputy Clerk of the Board for James Menlove, Clerk.

State of Arizona
Arizona Department of Veterans' Services

~~Elena Adame~~ Dana Allmond
~~Chief Procurement Officer~~
Cabinet Executive Officer
Executive Deputy Director

ATTORNEY APPROVAL FOR GILA COUNTY

I have reviewed the above referenced Agreement between the State of Arizona, acting by and through its ARIZONA DEPARTMENT OF VETERANS' SERVICES, and GILA COUNTY, and have determined this Agreement to be in proper form and within the powers and authority granted to the Gila County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 14th day of November, 2023.

Delegation for
Jason Daniels

Name, County Attorney

ATTORNEY APPROVAL FOR ADVS

I have reviewed the above referenced Agreement between the State of Arizona, acting by and through its ARIZONA DEPARTMENT OF VETERANS' SERVICES, and GILA COUNTY, and have determined this Agreement to be in proper form and within the powers and authority granted to ADVS under the laws of the State of Arizona.

No opinion is expressed as to the authority of the Gila County to enter into this Agreement.

DATED this 6th day of December, 2023.

Name, Attorney for ADVS