INTERGOVERNMENTAL AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND THE TOWN OF CHINO VALLEY

Pursuant to A.R.S. § 11-951, *et seq.*, this Intergovernmental Agreement ("Agreement") is made this ____ day of _____, 2010, between the State of Arizona, by and through the Arizona Game and Fish Commission ("Commission") and Town of Chino Valley (the Town) (collectively "Parties" and singularly "Party").

WHEREAS the Commission has statewide responsibility for using designated funds on shooting ranges open to the public and operated by government or non-profit entities for the purposes of range enhancement or projects that are necessary to operate and maintain the shooting range under good management practices;

WHEREAS, the Town currently owns the property being utilized by the Chino Valley Police Department as a shooting range;

WHEREAS, the Town requires technical, administrative and financial support to further develop the range and to ensure the safe operation of the facility;

WHERAS, the parties recognize and encourage a continued commitment to provide for public access to recreational shooting;

WHEREAS, the Commission has the authority pursuant to A.R.S. §§ 17-231(B)(7) to enter into agreements with political subdivisions of the state for the development, operation and maintenance of public shooting ranges;

WHEREAS, the Town is authorized to enter into this agreement pursuant to ARS 11-933 and 11-953; and

WHEREAS, this Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law;

NOW, THEREFORE, the Parties agree to work cooperatively toward the development of the Chino Valley Shooting Range as follows:

1. Obligations of the Commission. Pursuant to its authority under A.R.S. § 17-201(A), the Commission shall direct the Arizona Game and Fish Department ("Department") to:

   A. Provide the Town "sample" documents and manuals pertaining to range operation, range safety, and business plans, which the Town may modify as appropriate for use at the range facility.

   B. Based on availability of Department personnel, authorize on-site visits to the range facility to observe and critique on-going operations.

   C. Provide assistance in the design, development, operation, construction, and maintenance of the range facility.

   D. On a temporary basis, as available, provide equipment to be utilized in the construction and operation of the range facility.

2. Obligations of the Town. The Town shall:

   A Open the range facility to the public.

   B Maintain and be responsible for, or enter into a concessionaire or related agreement, for all related costs associated with the operation and maintenance of the range facility.

3. Termination. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease.

4. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

   A. For the Commission or the Department:
   Larry D. Voyles, Director
   5000 W Carefree Highway
   Phoenix, Arizona 85086

   B. For the Town of Chino Valley:
   Attn: Chief of Police
   1020 Palomino Road
   Chino Valley, AZ 86305

5. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

6. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

7. Effective Date and Duration. This Agreement shall not become effective until signed by all Parties hereto and filed with the Arizona Secretary of State. This Agreement shall terminate ten (10) years from the effective date.

8. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

9. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

10. Termination for Non-Availability of Funds. Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

11. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

12. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

13. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. . The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the parties and filed with the Arizona Secretary of State.

14. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

15. Illegal Immigration. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement.

    1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

    2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

    3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

    4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

TOWN OF CHINO VALLEY

_____
[Name]
[Title]

_____
[Date]

ARIZONA GAME AND FISH COMMISSION

_____
Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

_____
[Date]