

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY AND THE TOWN OF SUPERIOR**

THIS AGREEMENT is entered into this 13 day of October 2016, by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and the Town of Superior, a municipal corporation, hereinafter referred to as "Town."

Witnesseth:

WHEREAS, the County has authority under A.R.S. § 11-251(9) to sell property belonging to the County which the Board of Supervisors has determined is unnecessary for use by the County; and,

WHEREAS, the County has authority under A.R.S. § 11-251(58) upon unanimous consent of the Board of Supervisors to sell personal property of the County to another governmental entity without auction and for less than fair market value; and,

WHEREAS, the Town is authorized by A.R.S. § 9-241 to purchase and hold property; and

WHEREAS, the County wishes to sell and the Town wishes to purchase a GMC 1500 Sierra half ton truck, VIN #1GTEC19V767239115; and

WHEREAS, the Board of Supervisors has determined that the GMC 1500 Sierra half ton truck VIN #1GTEC19V767239115 is no longer necessary for County use; and

WHEREAS, the Town and County are authorized to enter into intergovernmental agreements for purposes contemplated herein, pursuant to A.R.S. § 11-952 *et. seq.*

NOW, THEREFORE, the Town and the County agree as follows:

1. The County will sell to the Town, one GMC 1500 Sierra half ton truck, VIN #1GTEC19V767239115 hereinafter, "the Truck".
2. The Town will pay the County Two Thousand Five Hundred Dollars (\$2,500.00) in certified funds within 30 days of the approval of this Agreement by both Parties.
3. The County will deliver the Truck to the Town and complete all necessary paper work to have the title to the Truck transferred to the Town within 10 business days after receiving the payment referenced in Paragraph 2 above.
4. The sale is made "as is", with no warranty of any kind.
5. The Board of Supervisors grants authority to the Director of the Pinal County Animal Care and Control Department to execute all documents necessary for the transfer of the title to the Truck to the Town.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the last date set forth below, their representatives' respective signatures.

THE TOWN OF SUPERIOR,
an Arizona municipal corporation,

By: 
, Chairperson

ATTEST:


, Town Clerk

Pursuant to A.R.S. § 11-952 (D) the undersigned attorney has reviewed the Intergovernmental Agreement between **the Town of Superior, Arizona** and Pinal County and determined that it is in proper form and within the powers and authority granted to _____, under the laws of Arizona.

PINAL COUNTY,
a political subdivision of the State of Arizona,

By: _____
Todd House, Chairman
Board of Supervisors

Pursuant to A.R.S. §11-952 (D) the undersigned attorney has reviewed the Intergovernmental Agreement between **Pinal County** and the Town of Superior, Arizona and determined that it is in proper form and within the powers and authority granted to _____, under the laws of Arizona.