

**AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
TIME OUT, INC.**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Gila County, hereinafter referred to as "County" and Time Development, Inc., hereinafter referred to as "Time Out".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desire to provide funding to Time Out in order to further the economic development potentials of an Emergency and Transitional Domestic Violence Shelter within the County; and

**WHEREAS**, the Gila County Board of Supervisors finds that Time Out provides comprehensive domestic violence services, which include, but are not limited to, Crisis Intervention, Residential Programs, Individual and Family Strengthening, Economic Independence Support, Support for Healing, Services for Children, Lay Legal Advocacy and Strengthening Community Response; and

**WHEREAS**, Time Out has requested funding to assist with their programs and services for the welfare of the inhabitants of the County; and

**WHEREAS**, the County has determined that the purpose of this funding request is vital to assist in the enhancement of the economic welfare of the inhabitants of the County.

**SCOPE**

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$10,000 in an Economic Development Grant to the Time Out to further the economic development 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 \$10,000 in the form of an Economic Development Grant to Time Out for the benefit of the public and inhabitants of Gila County and other communities throughout Arizona.
2. The Grant will be used by Time Out for the continuance and upgrade of existing programs and services.

3. Time Out agrees to include a statement crediting and acknowledging the County's Economic Development Grant in all literature advertising their services.

4. 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:

Time Out, Inc.  
Attn: Camille Levee  
P.O. Box 306  
Payson, Arizona 85547

Gila County Board of Supervisors  
Attn: Don McDaniel, Jr.  
1400 E. Ash Street  
Globe, Arizona 85501

**GENERAL TERMS**

1. Indemnification: Time Out 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 or omission with performance of this Agreement, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding 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 Time Out does not appropriate sufficient monies for the purpose of maintaining this Agreement.

***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**

**TIME OUT, INC.**

\_\_\_\_\_  
Tommie C. Martin, Chairman  
Gila County Board of Supervisors

\_\_\_\_\_  
Camille Levee  
Executive Director

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney