AGREEMENT
BETWEEN
GILA COUNTY
AND
RIM COUNTRY ARIZONANS FOR CHILDREN, INC.

This is an agreement between Gila County, hereinafter referred to as the ***County*** and the Rim Country Arizonans for Children, Inc, hereinafter referred to as the ***Organization***:

1. **Purpose and Scope**

   The Rim Country Arizonans for Children, Inc. is a charitable, non-profit Organization for the benefit of children and families in the Payson area. They are a 501(c)3 Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports children and families that participate in the Payson Assisting Displaced Students (P.A.D.S.) program. P.A.D.S. is an affiliate of the Organization.

   The County will provide to the Organization an economic development grant of $10,000. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11_254 and A.R.S. § 11_254.04.

   The Organization fully understands that the contributions provided by the County shall be used for economic development in providing financial assistance for P.A.D.S. The P.A.D.S. program exists to help find safe and stable homes for homeless students who are living in the Northern Gila County area. The P.A.D.S. program has recently expanded to include assisting disadvantaged families.

2. **Term**

   This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to assist the P.A.D.S. program.

3. **General Terms and Conditions**

   Legal Arizona Workers Act Compliance: The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the Organization's or

any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The Organization shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Notices & Demands: All notices or demands upon the Parties shall be in writing and sent to:

Rim Country Arizonans for Children, Inc.
Marguerite Turlukis, President
1105 N. Easy Street
Payson, Arizona 85541
Tax ID No.: 46-0507445

Gila County
Tommie C. Martin, Supervisor, District I
610 E. Highway 260
Payson, Arizona 85541

4. Indemnification

The Organization shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Organization or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Organization from and against any and all claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Organization agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Organization for the County.

5. Cancellation

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

6. **Entire Agreement**

Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 8/15/13

RIM COUNTRY ARIZONANS FOR CHILDREN, INC.

Marguerite Turlukis, President

Date: 8/13/13

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney