

**AGREEMENT NO. 072613
BETWEEN
GILA COUNTY
AND
PINAL-GILA COUNCIL FOR SENIOR CITIZENS**

THIS AGREEMENT is made and entered into effective this 22ND day of AUGUST, 2013, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to PGCSC in order to provide continued support for the Home Delivered Meal, Congregate Meal and Transportation Senior Center programs for Gila County residents in the Copper Basin area (Hayden, Winkelman, and surrounding Gila County geographic areas) for fiscal year July 1, 2013 through June 31, 2014; and

WHEREAS, the Gila County Board of Supervisors finds that PGCSC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

WHEREAS, PGCSC is a non-profit organization which enjoys and maintains federal tax exempt status; and

WHEREAS, PGCSC has requested funding to continue support for meals and transportation provided to Gila County residents in the Copper Basin area; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance 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 \$15,000 in an Economic Development Grant to the PGCSC Board 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 \$15,000 in the form of an Economic Development Grant to PGCSC for the benefit of the public.

2. The Grant will be used by PGCSC for the continuance of providing the Home Delivered Meal, and Congregate Meal and Transportation Senior Center programs for Gila County residents in the Copper Basin area (Hayden, Winkelman, and surrounding Gila County geographic areas) for fiscal year July 1, 2013 through June 31, 2014.
3. PGCSC agrees to credit the County's Economic Development Grant funding in all literature advertising the PGCSC.
4. *Legal Arizona Workers Act Compliance:* The PGCSC 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 PGCSC shall further ensure that each subcontractor who performs any work for the PGCSC 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 PGCSC'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 PGCSC 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 PGCSC 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."
5. 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:

Pinal-Gila Council for Senior Citizens
 Attn: Olivia B. Guerrero
 8969 W. McCartney Road
 Casa Grande, Arizona 85194-7432

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

GENERAL TERMS

1. *Indemnification:* The PGCSC shall indemnify, defend and hold harmless, County, its 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, omission, fault of negligence by the Pinal-Gila Council for Senior Citizens, its agents, employees or anyone under its direction or control or on its behalf 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 the PGCSC 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


 Don E. McDaniel, Jr.
 County Manager

PINAL-GILA COUNCIL FOR SENIOR CITIZENS


 Olivia B. Guerrero
 President/CEO

APPROVED AS TO FORM


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