

**AGREEMENT NO. 081313
BETWEEN
GILA COUNTY
AND
RIM COUNTRY EDUCATIONAL FOUNDATION**

THIS AGREEMENT is made and entered into effective this 21st day of AUGUST, 2013, by and between Gila County, hereinafter referred to as "County" and the Rim Country Educational Foundation, hereinafter referred to as "RCEF".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to RCEF in order to further the funding for Pre-development expenses for a University Campus in Payson, Arizona; and

WHEREAS, the Gila County Board of Supervisors finds that RCEF is a funding arm of Mogollon Health Alliance, a 501(c)3 entity; and

WHEREAS, RCEF has requested funding and desires for pre-development expenses associated with bringing a University Campus to the Town of Payson, Az. A four (4) year university would significantly benefit Gila County and the Town of Payson by broadening the economic base, creating more stable and higher paying jobs, creating educational opportunities for local students and stabilizing the spiraling real estate market. The Board of Supervisors has demonstrated strong support for a four (4) year university in Payson and this may be another opportunity to assist the project; and

WHEREAS, the County has determined that the purpose of this funding request is to demonstrate its strong support for a University in Payson, while being mindful to utilize County tax revenues prudently.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$12,500 in an Economic Development Grant to the RCEF 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 \$12,500 in the form of an Economic Development Grant to RCEF for the benefit of the public.
2. The Grant will be used by RCEF for the pre-development expenses associated with bringing a University Campus to the Town of Payson.

3. RCEF agrees to credit the County's Economic Development Grant funding at the University Campus in Payson itself and in all literature advertising the University Campus in Payson.
4. RCEF agrees to provide to the County an annual update report of activities to secure a University in Payson.
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:

Rim Country Educational Foundation
308 East Aero Drive
Payson, Arizona 85541

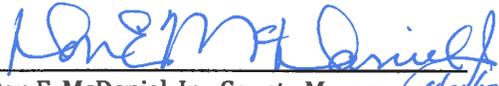
Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The RCEF 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 Fire Department, 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 RCEF 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 *8/21/15*
Gila County Board of Supervisors

RIM COUNTRY EDUCATIONAL FOUNDATION



Richard Johnson
RCEF Treasurer