AGREEMENT NO. 090313
BETWEEN
GILA COUNTY
AND
PAYSON RODEO COMMITTEE, INC.

This is an agreement between Gila County, hereinafter referred to as the ***County*** and the Payson Rodeo Committee, Inc., hereinafter referred to as the ***Organization***:

1. **Purpose and Scope**

   The Payson Rodeo Committee, Inc. is a charitable, non-profit Organization for the benefit of residents of the Payson area and surrounding communities. They are a 501(c)(3) Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports activities in the Payson area and sponsors Scholarships for senior high school students, as well as provides contributions to the breast cancer support groups and veteran support groups in the area.

   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 promoting "The World's Oldest Continuous" Rodeo. The Rodeo serves to increase the Town of Payson revenue by an estimated $1,000,000 each year. During the rodeo, Payson hotel occupancy rates are at 98% to full capacity. This means all of the travelers will be spending money on food and drink, as well as fuel.

   The rodeo turns around and pours all proceeds back into the community through scholarships and contributions.

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 in the promotion of "The World's Oldest Continuous" Rodeo.

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:

<u>Payson Rodeo Committee, Inc.</u>
Bill Armstrong, Rodeo Boss
P.O. Box 937
Payson, Arizona 85547
Tax ID No.: 86-0665621

<u>Gila County</u>
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: 9/6/13

PAYSON RODEO COMMITTEE, INC.

PRESIDENT

Bill Armstrong, Rodeo Boss

Date: 9/5/13