

**AGREEMENT NO. 111913
BETWEEN
GILA COUNTY
AND
RIM COUNTRY ROTARY CLUB FOUNDATION**

THIS AGREEMENT is made and entered into effective this 3 day of DECEMBER, 2013, by and between Gila County, hereinafter referred to as "County" and the Rim Country Rotary Club Foundation, hereinafter referred to as "RCRCF".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to RCRCF in order to provide support for the Payson Area Food Bank Drive to benefit the Payson annual food drive and monetary donations to assist the needy residents of Northern Gila County; and

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

WHEREAS, The Rim Country Rotary Club Foundation is a non-profit, 501(c)3 Organization, and maintains a Federal Tax Exempt status; and

WHEREAS, RCRCF has requested funding to enable the food drive to purchase food items in bulk, thus enhancing their ability to assist friends and neighbors in need; 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 \$10,000 in an Economic Development Grant to the RCRCF 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 \$10,000 in the form of an Economic Development Grant to RCRCF for the benefit of the public.
2. The Grant will be used by RCRCF for the purchase of food items in bulk, to enhance their ability to assist friends and neighbors in need.
3. RCRCF agrees to credit the County's Economic Development Grant funding in all literature advertising the RCRCF.

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:

Rim Country Rotary Club Foundation
Attn: Scott Crabdree, President
P.O. Box 703
Payson, Arizona 85547

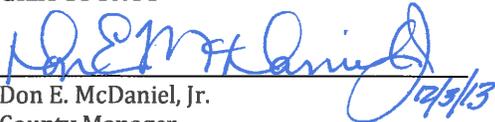
Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The RCRCF 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 RCRCF, 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 RCRCF does not appropriate sufficient monies for the purpose of maintaining this Agreement.

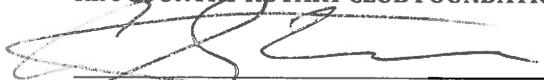
IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY



Don E. McDaniel, Jr.
County Manager

RIM COUNTRY ROTARY CLUB FOUNDATION



Scott Crabdree
President

APPROVED AS TO FORM



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