

**GILA COUNTY  
PAYMENT REQUEST**

Vendor Name (Payee)		Northern Gila County Fair			
Invoice Number:		Invoice Date:	12/16/2013	Payment Request Date:	12/16/2013
<b>G/L Number</b>		<b>Project Number</b>		<b>Amount</b>	
1005.201.610_4310.40				\$ 10,000.00	
		<b>TOTAL</b>		<b>\$ 10,000.00</b>	
<b>Explanation of Request:</b>					
2013 County Fairs Contribution					
<i>Cheryl Dunstan</i>			<i>12/16/13</i>		
Prepared by			Date		
I do solemnly declare under penalties of perjury that the above and foregoing is a just and true account against Gila County; the goods or services therein state and itemized have been furnished or performed; that the items thereunto annexed are true and correct, and that no part thereof has been paid.					
<i>Thomas C. Martin</i>			<i>12/16/13</i>		
Department Head / Elected Official Approval			Date		

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*✓*

**Northern Gila County Fair  
P.O. Box 752  
Payson, Arizona  
85547**

November 27, 2013

Tommie Martin  
Gila County Board of Supervisors  
601 E. Highway 260  
Payson, Arizona  
85541

Dear Supervisor Martin,

Once again this year our Northern Gila County Fair was a great success! It was a pleasure to be involved with every aspect from the photography, botanicals, baked goods, arts & crafts and the animal auction. As always, the demolition derby was a huge hit!

As we do every year, we invited the local schools to bring the children for a day at the fair on Friday. They got to see all the exhibits and animals plus play in the bouncy tent and receive a snack. What a great learning day for them! The bouncy tent, popcorn and soda were provided with fair funds.

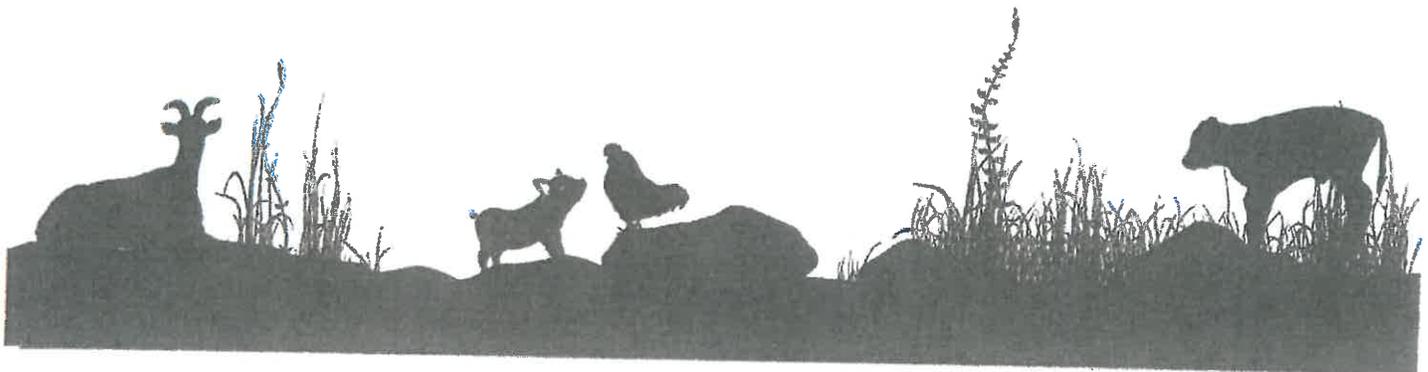
This was my first year as the treasurer of the organization, and I am happy to report all our bills are paid in full. I have recently learned the County Supervisors help support our tradition with a donation which helps us get going for next year's fair. I have also learned this was not requested last year.

Funds provide exhibit tents, announcers, judges, awards, ribbons, buckles, night security, and of course port-a-potty facilities and trash removal. It would be very much appreciated if you could help us out with whatever possible.

If you have any questions or concerns please feel free to contact me.

Thanking you in advance,

  
Rick Korth, Fair Treasurer  
Cell: 928-978-1331



**AGREEMENT NO. 120413-1**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**AGRICULTURE EDUCATION FOUNDATION**  
**d/b/a**  
**NORTHERN GILA COUNTY FAIR**

**THIS AGREEMENT** is made and entered into effective this 18<sup>TH</sup> day of DECEMBER, 2014, by and between Gila County, hereinafter referred to as "County" and the Agriculture Education Foundation d/b/a Northern Gila County Fair, hereinafter referred to as "NGCF".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desire to provide funding to NGCF in order to provide support for the annual Northern Gila County Fair, which benefits the Payson area economy and the residents of Northern Gila County; and

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

**WHEREAS**, The Northern Gila County Fair is a non-profit, 501(c)3 Organization, and maintains a Federal Tax Exempt status; and

**WHEREAS**, NGCF has requested funding to assist in the 2014 fair. The funds will be used to provide exhibit tents, announcers, judges, awards, ribbons, buckles, night security and port-a-potty facilities and trash removal; 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 NGCF 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 NGCF for the benefit of the public.
2. The Grant will be used by NGCF to assist with the operating cost for their 2014 fair, including, but not limited to, such items as exhibit tents, announcers, judges, awards, ribbons, buckles, night security, port-a-potty facilities and trash removal.

3. NGCF agrees to credit the Gila County funding in all literature advertising the NGCF.
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:

Northern Gila County Fair  
Attn: Albert Hunt, Chairman  
P.O. Box 752  
Payson, Arizona 85547

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

#### **GENERAL TERMS**

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

***IN WITNESS WHEREOF***, two (2) identical counterparts of this Agreement No. 120413-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
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Don E. McDaniel, Jr., County Manager *6/18/13*

**NORTHERN GILA COUNTY FAIR**

  
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Albert Hunt  
Chairman