AGREEMENT NO. 082914-1
BETWEEN
GILA COUNTY
AND
AGRICULTURE EDUCATION FOUNDATION
d/b/a
NORTHERN GILA COUNTY FAIR

THIS AGREEMENT is made and entered into effective this _____ day of _____, 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 Agriculture Education Foundation 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 2015 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 2015 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. 082914-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties herinabove named, on the date and year first above written.

GILA COUNTY

_____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

NORTHERN GILA COUNTY FAIR

Albert Hunt
Chairman

ATTEST

_____

Marian Sheppard
Clerk of the Board of Supervisors

APPROVED AS TO FORM

_____

Bryan B. Chambers
Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney