

**AGREEMENT NO. 102914-1**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**PINAL-GILA COUNCIL FOR SENIOR CITIZENS**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desire to provide funding to PGCSC in order to provide continued support for administration and program services for seniors and persons with disabilities in Gila County; and

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

**WHEREAS**, PGCSC has requested funding to continue aging services in Gila County and quality services to seniors and persons with disabilities; 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 \$21,500 in an Economic Development Grant to the PGCSC 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 \$21,500 in the form of an Economic Development Grant to PGCSC for the benefit of the public.
2. The Grant will be used by PGCSC for the continuance of providing quality services to senior citizens and persons with disabilities. Program services include home delivered meals and case management services.
3. PGCSC agrees to credit the County's Economic Development Grant funding in all literature advertising the PGCSC.

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:

Pinal-Gila Council for Senior Citizens  
Attn: Olivia B. Guerrero  
8969 W. McCartney Road  
Casa Grande, Arizona 85194-7432

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

**GENERAL TERMS**

1. Indemnification: The PGCSC shall indemnify, defend and hold harmless, County, it's 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 PGCSC, 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 PGCSC 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**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

**PINAL-GILA COUNCIL FOR SENIOR CITIZENS**

  
\_\_\_\_\_  
Olivia B. Guerrero  
President/CEO

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

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