AGREEMENT NO. 103015-1
BETWEEN
GILA COUNTY
AND
PINAL-GILA COUNCIL FOR SENIOR CITIZENS

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, 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 for fiscal year July 1, 2015 through June 31, 2016; 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, PGCSC is a non-profit organization which enjoys and maintains federal tax exempt status; 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 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.

7. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants, that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject

to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

8. As required by A.R.S § 23-214(B), before receiving the economic development incentive, the PGCSC shall provide proof to the County that the PGCSC is registered with and is participating in the e-verify program.

IN WITTNESS 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 and CEO

ATTEST

_____

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

APPROVED AS TO FORM

_____

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney