

**AGREEMENT NO. 020516  
BETWEEN  
GILA COUNTY  
AND  
PAYSON SENIOR CENTER  
SENIOR EXPRESS PROGRAM**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Gila County, hereinafter referred to as "County" and the Payson Senior Center Senior Express Program, hereinafter referred to as "Program".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desires to provide funding to the Program in order to aid in the continuance of providing transportation to Payson area senior residents and disabled residents, to medical appointments, stores and other business establishments; and

**WHEREAS**, the Program has requested funding to aid in the Program's efforts to continue to provide transportation to senior residents and disabled residents to medical appointments, stores and other business establishments; and

**WHEREAS**, the Program is a nonprofit corporation which enjoys and maintains federal tax exempt status as a 501 (c) (3) corporation; and

**WHEREAS**, the Gila County Board of Supervisors determines this contribution to be for a public purpose.

**SCOPE**

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$20,000 in an Economic Development Grant to the Program, 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 \$20,000 in the form of an Economic Development Grant to the Program, for the benefit of the public.
2. The Grant will be used by the Program for the sole purpose of providing transportation to senior citizens and disabled citizens.

3. The Program agrees to maintain records for the grant period of March 1, 2016 through February 28, 2017. The report will be due on January 1, 2017, and indicate how many people were provided transportation monthly, and how many trips were made monthly, in Payson and the surrounding areas that are served by the Program outside of the City limits. All information provided shall be of public record. Failure to furnish the report will result in future funding being withheld by the County.
4. The reports should be mailed to:  
Gila County  
Attn: County Manager  
1400 E. Ash Street  
Globe, AZ 85501
5. The Program agrees to credit the County's Economic Development Grant funding in all literature advertising the Program.
6. 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:  

Payson Senior Center Attn: Director 514 W. Main Street Payson, Arizona 85541	Gila County Board of Supervisors Attn: County Manager 1400 E. Ash Street Globe, Arizona 85501
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#### **GENERAL TERMS**

1. Indemnification: Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless, the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
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.

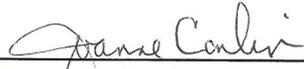
4. **Compliance with All Laws:** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement 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 Program 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 Program shall provide proof to the County that the Program is registered with and is participating in the e-verify program.

**IN WITNESS WHEREOF**, three (3) identical copies of Agreement No. 020516, each which shall include original signatures and for all purposes be deemed an original hereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**PAYSON SENIOR CENTER**

  
\_\_\_\_\_  
Joann Conlin  
Director

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

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