ECONOMIC DEVELOPMENT AGREEMENT NO. 2026-0159
BETWEEN
GILA COUNTY
AND
CHRISTOPHER KOHL'S FIRE DISTRICT

This Agreement is made and entered into effective this _____ day of December 2025, by and between Gila County, hereinafter referred to as "County" and the Christopher Kohl's Fire District, (Gila County and Christopher Kohl's Fire District shall be collectively referred to hereafter as "the Parties" and individually as "Party").

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the Christopher Kohl's Fire District pursuant to ARS §11-254 for the purpose of economic development activity, which the Board has determined that the funding is for the benefit of the public; and

WHEREAS, the Board has determined that the funding request is for the benefit of the public, in compliance with ARS § 11-254; and

WHEREAS, Christopher Kohl's Fire District is operated and maintained within the boundaries of Gila County; and,

WHEREAS, the Chrisopher Kohl's Fire District has requested assistance with the construction and installation of an alternative septic system; and,

WHEREAS, Christopher Kohl's Fire District will advance and promote the County through the Organization's website and other community outreach activities and provide first responder services within Gila County; and,

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:

AGREEMENTS

1. **Economic Development Grant:** Subject to the terms and conditions of this Agreement, the County will provide the sum of $10,000.00 in the form of an Economic Development Grant (the "Grant" to Christopher Kohl's Fire District

2. **Consideration:** In exchange for the grant, Christopher Kohl's Fire District will provide marketing activities promoting the County for the purpose of attracting visitors and companies to the county with the understanding and agreement that the entire Grant will be utilized for the purpose of construction and installation of an alternative septic system. The public purpose of the grant is to provide the funding to establish a septic system at the fire station which will provide the station and the surrounding area with the necessary amenities for firefighters and community members that utilize the fire station.

A. Acknowledge Gila County in any publications and on the Fire District's website.

B. Acknowledge Gila County on all Christopher Kohl's Fire District platforms.

C. Christopher Kohl's Fire District must provide a comprehensive report to the County, including a financial reconciliation of all uses of funds, to demonstrate that the economic development grant has been used to support the above-stated purpose. If documentation is not provided to the County or if the documentation does not demonstrate that all funds were used to support the above-stated-purpose, the County will not accept future Economic Development Grant applications from Christopher Kohl's Fire District and will be entitled to reimbursement for any funds not expended on the approved above-stated-purpose. Any unused portion of the grant shall be returned to the County.

Documentation shall be sent to:

Gila County Finance, 1400 E Ash Street, Globe, Arizona 85501 (Reference the Agreement number on your documentation).

3. Term: This Agreement shall be effective December 16, 2025 for a term of one year.

GENERAL TERMS

4. Indemnification: Christopher Kohls Fire District shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Christopher Kohl's Fire District or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Christopher Kohl's Fire District or such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Christopher Kohl's Fire District from and against any and all claims. It is agreed that Christopher Kohl's Fire District will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Christopher Kohl's Fire District agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by Christopher Kohl's Fire District or any of its owners, officers, directors, agents, employees or subcontractors.

5. Termination: Prior to the distribution of the funds described herein from the County or Christopher Kohl's Fire District either party may rescind this Agreement by providing written

notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be co-mingled that will need to be disposed of after termination of the agreement.

6. **Cancellation for Conflict of Interest**: 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.
7. **Compliance with all laws**: The parties shall comply with all applicable laws, rules, regulations, standards, and executive orders, whether federal, state or local. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
8. **Immigration Law Compliance Warranty**: As required by A.R.S. 41-4401, the Organization hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and ARS 23-214 (A). The Organization further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If the organization uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and ARS 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 this Agreement subject to penalties up to and including termination of this Agreement. The County retains the legal right to inspect the papers of the Organization its subcontractors engaged in performance of this Agreement to ensure that the Organization 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.
9. **Non-Appropriation**: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Christopher Kohl's Fire District does not appropriate sufficient monies for the purpose of maintaining this Agreement.
10. **Governing Law.** Both parties agree that this Agreement shall be governed by the laws of the State of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.
11. **Dispute Resolution.** In the event of a dispute arising from the terms of this agreement, the Parties shall make a good faith effort to negotiate a resolution acceptable to both parties. If negotiations fail, resolution of any unresolved dispute shall be by determination or decision of the Gila County Superior Court.
12. **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.
13. **Workers Compensation Coverage**: The parties agree that pursuant to A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary

employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of worker's compensation benefits. Further, pursuant to A.R.S. § 23-1022 (E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

14. **Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:
    1. The forced labor of Ethnic Uyghurs in the People's Republic of China.
    2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
    3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180 days after sending notice of non-compliance, this Agreement shall automatically terminate.

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 BOARD OF SUPERVISORS

_____
Stephen Christensen
Chairman Board of Supervisors

ATTEST

_____
Charlotte Asrarynezami, Clerk of the Board

APPROVED AS TO FORM

_____
Gila County Attorney's Office

CHRISTOPHER KOHL'S FIRE DISTRICT

_____
Rhett Connolly, Fire Chief
Christopher Kohl's Fire District