AGREEMENT
BETWEEN
GILA COUNTY
AND
BULLION PLAZA CULTURAL CENTER & MUSEUM

THIS AGREEMENT is made and entered into effective this 18TH day of JULY, 2013, by and between Gila County, hereinafter referred to as "County" and the Bullion Plaza Cultural Center & Museum, hereinafter referred to as "BPCCM".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to BPCCM in order to further the economic development potentials of a cultural center on the National Register of Historic Places within the County; and

WHEREAS, the Gila County Board of Supervisors finds that BPCCM is owned by the Town of Miami and operated and maintained by the BPCCM Board within the boundaries of the County and is for the benefit of the public; and

WHEREAS, BPCCM has requested funding and desires to improve the cultural center in order to provide for economic development growth within the County; and

WHEREAS, BPCCM 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 $25,000 in an Economic Development Grant to the BPCCM 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 $25,000 in the form of an Economic Development Grant to BPCCM for the benefit of the public.

2. The Grant will be used by BPCCM for the upgrade of the existing exhibits, development of new exhibits, upgrade of the website infrastructure, grounds maintenance, and road signage to inform the public and traveling visitors of the Cultural Center and Museum.

3. BPCCM agrees to credit the County's Economic Development Grant funding at the Cultural Center itself and in all literature advertising the Cultural Center.

4. BPCCM agrees to provide to the County an annual update report on the activities at the Cultural Center July of each year.

5. 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:

Bullion Plaza Cultural Center & Museum
Attn: Joe Sanchez
P.O. Box 786
Miami, Arizona 85539

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

GENERAL TERMS

1. Indemnification: The BPCCM shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suites, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Fire Department, 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 BPCCM does not appropriate sufficient monies for the purpose of maintaining this Agreement.

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

Don E. McDaniel, Jr., County Manager

BULLION PLAZA CULTURAL CENTER & MUSEUM

Jose M. Sanchez
Museum Board President