

**AGREEMENT NO. 101713  
BETWEEN  
GILA COUNTY  
AND  
GILA COUNTY HISTORICAL MUSEUM**

**THIS AGREEMENT** is made and entered into effective this 23rd day of October, 2013, by and between Gila County, hereinafter referred to as "County" and the Gila County Historical Museum, hereinafter referred to as "GCHM".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desire to provide funding to GCHM 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 GCHM is owned by the Gila County Historical Society, Inc. and operated and maintained by the GCHM Board within the boundaries of the County and is for the benefit of the public; and

**WHEREAS**, GCHM has requested funding and desires to improve the awareness of the historical museum in order to provide for economic development growth within the County; and

**WHEREAS**, GCHM 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 \$5,000 in an Economic Development Grant to the GCHM 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 \$5,000 in the form of an Economic Development Grant to GCHM for the benefit of the public.
2. The Grant will be used by GCHM for promotion of the facility around the state, through the establishing of a special advertising budget designated toward advertising and promotions that will help bring more people to the Globe-Miami area.
3. GCHM agrees to credit the County's Economic Development Grant funding at the Museum itself and in all literature advertising the Museum.

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:

Gila County Historical Museum  
Attn: Donna Anderson  
P.O. Box 2891  
Globe, Arizona 85502

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

**GENERAL TERMS**

1. Indemnification: The GCHM 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 Museum, 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 GCHM does not appropriate sufficient monies for the purpose of maintaining this Agreement.

**IN WITNESS THEREOF**, the parties to this Agreement No. 101713 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

**GILA COUNTY HISTORICAL MUSEUM**

  
Donna Anderson  
Executive Director