

**AGREEMENT NO. 102915
BETWEEN
GILA COUNTY
AND
GLOBE-MIAMI REGIONAL CHAMBER OF COMMERCE**

THIS AGREEMENT is made and entered into effective this 09~~th~~ day of December, 2015, by and between Gila County, hereinafter referred to as "County" and the Globe-Miami Regional Chamber of Commerce, hereinafter referred to as "GMRCOC".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to GMRCOC in order to provide support for the Gila County Advertising Committee to benefit the Gila County community by developing and attracting businesses in Gila County; and

WHEREAS, the Gila County Board of Supervisors finds that GMRCOC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

WHEREAS, The Globe-Miami Regional Chamber of Commerce is a non-profit, 501(c)6 Organization, and maintains a Federal Tax Exempt status; and

WHEREAS, GMRCOC has requested funding to continue to market county attractions to prospective visitors through media advertising, brochures and websites, thereby expanding marketing efforts, outreach, social media and more; 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 \$30,000 in an Economic Development Grant to the GMRCOC 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 \$30,000 in the form of an Economic Development Grant to GMRCOC for the benefit of the public.

2. The Grant will be used by GMRCOC on behalf of the Globe-Miami, Payson, and Tonto Basin Chambers for the continued marketing of county attractions to prospective visitors through media advertising, brochures and websites. The three Chambers have agreed that the following allocation is acceptable:

\$10,800 to the Globe-Miami Chamber of Commerce advertising fund
\$10,800 to the Payson Rim Country Chamber of Commerce advertising fund
\$ 8,400 to the Tonto-Basin Chamber of Commerce advertising fund

3. GMRCOC agrees any Chamber receiving part of this grant, will credit the County's Economic Development Grant funding in all marketing of county attractions to prospective visitors through media advertising, brochures and websites.

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:

Globe-Miami Regional Chamber of Commerce
Attn: Ellen A. Kretsch, Executive Director
1360 N. Broad Street
Globe, Arizona 85501

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

GENERAL TERMS

1. Indemnification: The GMRCOC shall indemnify, defend and hold harmless, County, its 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 GMRCOC, 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 GMRCOC 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 GMRCOC shall provide proof to the County that the GMRCOC is registered with and is participating in the e-verify program.

9. **Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Agreement, and the financing for it, shall be approved annually by the County and the GMRCOC through its respective ' board or council; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS THEREOF, Two (2) identical counterparts of this Agreement No. 102915, each which shall include original signatures and for all purposed be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first indicated above.

GILA COUNTY


 Don E. McDaniel, Jr., County Manager

GLOBE-MIAMI REGIONAL CHAMBER OF COMMERCE


 Ellen A. Kretsch
 Executive Director