

**AGREEMENT NO. 090916**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**BULLION PLAZA CULTURAL CENTER & MUSEUM**

***THIS AGREEMENT*** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 the Bullion Plaza Building is owned by the Town of Miami and the BPCCM is 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 \$10,000 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 \$10,000 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 utilize the funds before September 30, 2017 and to provide to the County an update report on the activities at the Cultural Center in July.
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, 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 BPCCM, 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 before the funds are transferred 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.

7. Legal Arizona Workers Act Compliance: 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. E-Verify program: BPCCM shall register with and participate with the E-Verify program. Before receiving the Economic Development incentive, BPCCM shall provide proof to the County that it is registered with and is participating in the E-Verify program.
9. No boycott of Israel certification: BPCCM hereby certifies that it is not currently engaged in and will not for the duration of this agreement engage in a boycott of Israel as defined in A.R.S. §35-393.01. Violation of this certification by BPCCM may result in action by the County up to and including termination of the agreement.

**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.

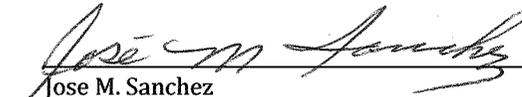
**GILA COUNTY**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

**ATTEST**

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

**BULLION PLAZA CULTURAL CENTER &  
MUSEUM**

  
\_\_\_\_\_  
Jose M. Sanchez  
Museum Board President

**APPROVED AS TO FORM**

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