

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
HELLSGATE FIRE DEPARTMENT**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gila County, through the Gila County Sheriff, hereinafter referred to as "County" and the Hellsgate Fire Department, hereinafter referred to as "HFD" agree to the following.

**RECITALS**

**WHEREAS**, the Gila County Sheriff possesses two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops which were acquired through the Federal Excess Property 1033 Program; and

**WHEREAS**, the Gila County Sheriff no longer has any need for two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops; and

**WHEREAS**, the Governor appointed Arizona State Coordinator for the 1033 Program has authorized Gila County to dispose of two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops; and

**WHEREAS**, HFD Fire Chief, Gary Hatch, desires to purchase two (2) of the Duce 2.5 ton, 6x6 Military Truck for One Dollar and no cents each (\$1.00), for a total amount of Two Dollars and no cents (\$2.00); and

**WHEREAS**, the Gila County Board of Supervisors has determined that HFD'S use of two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops, would help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or 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. §11-251 to sell to HFD, two Military Trucks to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

***NOW, THEREFORE***, in consideration of the total sum of two dollars and no cents (\$2.00), the parties agree as follows:

1. Gila County agrees to sell two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops, to HFD for One Dollar and no cents each (\$1.00) such other valuable consideration.
2. HFD agrees to accept two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops, AS IS, and acknowledges that the County makes no warranties with respect to the fitness of two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops.
3. HFD agrees that its sole remedy in any action regarding this intergovernmental agreement is Return of its purchase price. In any action regarding this agreement, each party shall bear its own attorneys fees and costs.
4. This Intergovernmental Agreement shall last until the two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops are transferred to HFD, but the provisions of the agreement shall survive and govern any dispute between the parties.
5. Each party shall maintain a budget to comply with its obligations under this agreement.
6. The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this agreement.

7. 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:

Hellsgate Fire Department  
Attn: Gary Hatch  
80 S. Walters Lane  
Star Valley, Arizona 85541

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

**GENERAL TERMS**

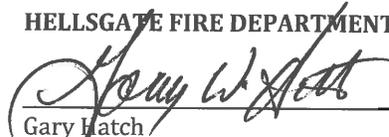
1. Indemnification: The HFD shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the HFD, 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. 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.
4. 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.

**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

**HELLSGATE FIRE DEPARTMENT**

  
\_\_\_\_\_  
Gary Hatch  
Fire Chief

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney