

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
TONGO BASIN FIRE DISTRICT**

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 Tonto Basin Fire District, hereinafter referred to as "Tbfd" agree to the following.

RECITALS

WHEREAS, the Gila County Sheriff possesses a Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top which was acquired through the Federal Excess Property 1033 Program; and

WHEREAS, the Gila County Sheriff no longer has any need for a Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top; and

WHEREAS, the Governor appointed Arizona State Coordinator for the 1033 Program has authorized Gila County to dispose of a Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top; and

WHEREAS, Tbfd Fire Chief, Steven Holt, desires to purchase one (1) of the Duce 2.5 ton, 6x6 Military Truck for One Dollar and no cents (\$1.00); and

WHEREAS, the Gila County Board of Supervisors has determined that Tbfd'S use of the Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top, 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 TBFD, one Military Truck 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 one dollar and no cents (\$1.00), the parties agree as follows:

1. Gila County agrees to sell one (1) Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top, to TBFD for One Dollar and no cents (\$1.00) such other valuable consideration.
2. TBFD agrees to accept one (1) Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top, AS IS, and acknowledges that the County makes no warranties with respect to the fitness of Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top.
3. TBFD 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 Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top is transferred to TBFD, 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:

Tonto Basin Fire District
Attn: Steven Holt
P.O. Box 48
Tonto Basin, Arizona 85553-0048

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

GENERAL TERMS

1. Indemnification: The Tbfd 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 Tbfd, 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

TONTO BASIN FIRE DISTRICT



Steven C. Holt
Fire Chief

ATTEST

Marian Sheppard, Clerk of Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney