

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
THE SAN CARLOS APACHE TRIBE**

THIS AGREEMENT is made and entered into effective this 1 day of July, 2013, by and between Gila County, hereinafter referred to as "County" and the San Carlos Apache Tribe, hereinafter referred to as "the SCAT".

RECITALS

WHEREAS, the parties desire to enter into an agreement whereby Gila County will deliver a water tank for the use of the SCAT for a Community Gathering event to be held in Point of Pines, a remote location on the northeast side of the reservation, from July 8 to July 15, 2013; and

WHEREAS, pursuant to A.R.S. § 11-254.04, the County may expend public money for and in connection with economic development activities; and

WHEREAS, The County has determined that delivering water for a Community Gathering event to be held in Point of Pines 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

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. Gila County, will provide one four thousand gallon (4,000) water trailer to supply water from San Carlos to Point of Pines, approximately sixty miles from San Carlos;
2. Gila County will transport the water trailer to San Carlos to fill up with water and then to the location in Point of Pines for the Community Gathering.
3. 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:

San Carlos Apache Tribe
Attn: Terry Rambler
P.O. Box 0
San Carlos, Arizona 85550

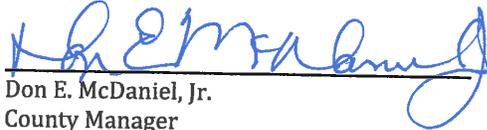
Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

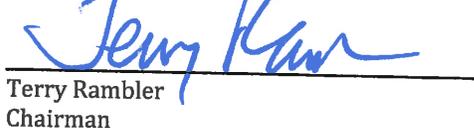
1. Indemnification: The SCAT shall indemnify, defend and hold harmless, the County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by Gila County, 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. The County and the SCAT shall each maintain a budget to fulfill their obligations under this Intergovernmental 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.

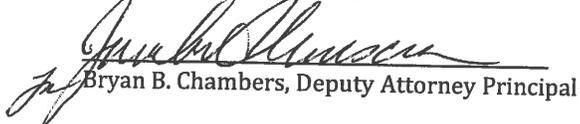
GILA COUNTY


Don E. McDaniel, Jr.
County Manager

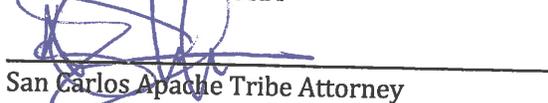
SAN CARLOS APACHE TRIBE


Terry Rambler
Chairman

APPROVED AS TO FORM


Bryan B. Chambers, Deputy Attorney Principal

APPROVED AS TO FORM


San Carlos Apache Tribe Attorney