INTERGOVERNMENTAL AGREEMENT NO. 120513
BETWEEN
GILA COUNTY
AND
THE SAN CARLOS APACHE TRIBE

THIS AGREEMENT is made and entered into effective this 5 day of DECEMBER, 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 two (2) water tanks for the use of the SCAT during a power outage scheduled to occur on Saturday, December 07, 2013 and a power outage scheduled to occur on Saturday December 14, 2013. One water tank will be delivered to the area of the Detention Center on Route 6 in San Carlos, AZ and one tank will be delivered west of the San Carlos High School on the western turn-off to the High School in San Carlos, AZ; and

WHEREAS, pursuant to A.R.S. § 11-254.04, the County may provide services, man power, equipment, and materials for and in connection with economic development activities; and

WHEREAS, The County has determined that delivering water will aid the Community during the scheduled power outages and 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 to the area of the Detention Center off of Route 6 in San Carlos, AZ and one four thousand gallon (4,000) water trailer to supply water to an area west of the San Carlos High School off of the western turn off to the High School in San Carlos. AZ;

2. Gila County will transport the water trailers to San Carlos to fill up with water and then transport them to the locations identified in Item 1.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No 120513, 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

3. The Tribe shall defend, indemnify, save and hold the County, its officers, agents, and or employees harmless from and against all liability, claims, losses or damages arising out of the performance of this Agreement and caused by any act or omission of the Tribe, its officers, agents, and or employees.

4. In doing the work described in this Agreement, the County shall use its own potable water tankers with its own manpower. Gila County will not lend either its manpower or its equipment to any individual or business to accomplish the work in the Agreement.

5. The Tribe realizes this Agreement is to provide assistance to the Tribe and that other maintenance needs as may be required by the County take precedence over any maintenance under this agreement. Therefore, the Tribe understands that if there is a conflict in scheduling between work under this Agreement and other County work, the other work of the County shall be superior.

6. The Tribe understands and agrees that the County, in its sole discretion, shall be responsible for determining the manner and delivery and that the County may dispatch that equipment and personnel as is suitable or is appropriate. The Tribe understands that they alone are responsible for any damage to the tankers.

7. The duration of this Agreement shall be for one (1) year and shall renew for successive one (1) year periods thereafter unless either of the parties give at least thirty (30) days notice any time of their intent to conclude their obligation within this Agreement.

8. The parties understand that the County's personnel and equipment used in are employees and equipment of the County and the Tribe shall not have the right to dictate the type of work or equipment that the County uses in performing the obligations of this Agreement.

9. The Tribe shall be responsible in notifying the Tribe's Law Enforcement Agency of the County's presence and purposes as described herein.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day and year first written above.

APPROVED this _____ day of December, 2013.

SAN CARLOS APACHE TRIBE

Terry Rambler
Chairman

GILA COUNTY BOARD OF SUPERVISORS

_____

Chairman

ATTEST:

Tribal Secretary

Clerk of the Board

APPROVED AS TO FORM:

Tribal Attorney

APPROVED AS TO FORM:

Gila County Attorney