When recorded, deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

CAPTION HEADING:

Agreement

Between

Gila County Board of Supervisors

and

Gila County Community College District

August 31, 2010

DO NOT REMOVE

This is part of the official document

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GILA COUNTY, ARIZONA

AND

GILA COUNTY COMMUNITY COLLEGE DISTRICT

August 15, 2010 to June 30, 2011

THIS AGREEMENT is made between the GILA COUNTY BOARD OF SUPERVISORS (hereafter "GILA") and GILA COUNTY COMMUNITY DISTRICT hereafter "COLLEGE"):

PURPOSE:

The purpose of this agreement is to set out the understanding of the parties as to their mutual responsibilities and rights in the partnership between GILA and COLLEGE in offering Heavy Equipment Operations in Gila County.

GILA AGREES:

A. To provide on-site space at the Gila County Fairgrounds in Globe and an area in Payson for students to operate heavy equipment.

B. To provide heavy equipment for training including, but not limited to, motor grader, backhoe, and water truck.

C. To agree that students will follow the COLLEGE policies for behavior and safety while near the equipment.

THE COLLEGE AGREES:

A. To provide classroom space for the lecture portion of Heavy Equipment Operations.

B. To provide evidence of $5 million liability insurance for the operation and use of the Gila County Fairgrounds.

C. To reimburse GILA for fuel used during heavy equipment training at Gila County Fairgrounds.

D. To reimburse GILA for equipment damage caused during heavy equipment training at Gila County Fairgrounds.

E. To utilize the facilities for instructional or instructional-related purposes only.

F. The COLLEGE shall be responsible for the Heavy Equipment Operations' curriculum.

G. The COLLEGE shall hire a qualified instructor and any other personnel needed to offer this program.

MUTUAL OBLIGATIONS:

A. That COLLEGE'S adopted policies and procedures are applicable to all persons performing or receiving services under this agreement.

B. Each party shall retain complete jurisdiction over such programs of its own that are outside of this agreement. Nothing in this agreement shall be construed to establish a joint venture.

C. The parties to this agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.

D. The terms of this agreement shall commence upon the date this agreement is executed and shall expire on the 30th day of June, 2011. Thereafter the agreement may be extended for additional periods by written approval of both parties. Either party may at any time cancel this agreement or renewal thereof, without cause, by giving sixty (60) days advance written notice by certified mail or personal delivery. Thereafter, this agreement shall become null and void.

E. Upon termination of this agreement, equipment furnished or purchased by GILA shall be retained by GILA and equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE.

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F. The COLLEGE agrees to indemnify and hold harmless GILA from all injuries to persons or property caused by acts or omission of the COLLEGE arising out of the COLLEGE'S activities under this agreement. GILA agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of GILA arising out of GILA'S activities under this agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other.

G. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties have executed this agreement on this ____ day of _____, 2010.

GILA COUNTY, ARIZONA

_____

Michael A. Pastor Date
Chairman

GILA COUNTY COMMUNITY COLLEGE DISTRICT

_____ 9-23-10

Robert S. Ashford Date
Chairman

Conditions precedent to the execution of this agreement: ATTORNEY OF RECORD: To determine that this agreement is in proper form and is within the power and authority of the laws of Arizona.

_____

Bryan B. Chambers Date
Chief Deputy
COUNTY ATTORNEY
County of Gila

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DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Agreement between the Gila County Board of Supervisors and Gila Community College, Gila County Attorney Daisy Flores has represented the Gila County Board of Supervisors and the Gila Community College.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the Agreement on behalf of the Gila County Board of Supervisors and the Gila Community College, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Agreement and the Gila County Board of Supervisors and the Gila Community College are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Arizona Ethical Rule 1.7 is as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or
(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third-person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client:
(2) the representation is not prohibited by law; and:
(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

Date	Michael A. Pastor Chairman Gila County Board of Supervisors
9-23-10 Date	Robert S. Ashford Governing Board Chairman Gila Community College District