

INTERGOVERNMENTAL AGREEMENT BETWEEN GILA COUNTY BOARD OF
SUPERVISORS ON BEHALF OF GILA COUNTY PUBLIC WORKS DIVISION
AND TONTO BASIN SCHOOL DISTRICT

THIS AGREEMENT is made by and between GILA COUNTY BOARD OF SUPERVISORS on behalf of GILA COUNTY PUBLIC WORKS DIVISION (hereinafter called the "COUNTY") and TONTO BASIN SCHOOL DISTRICT (hereinafter called the "DISTRICT").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – TERM

This agreement shall be for a term of 5 years, commencing the date signed by both parties, or in the alternative, by August 26, 2004, the date DISTRICT is scheduled to obtain the bus.

ARTICLE II – SCOPE

The DISTRICT will be allowed to park their bus at the COUNTY'S facility in Tonto Basin. The DISTRICT will also purchase fuel for its bus for which it will reimburse the COUNTY monthly at cost for the fuel consumed by DISTRICT'S bus.

ARTICLE III – PAYMENT

The DISTRICT will pay COUNTY for the fuel that is consumed at the cost the COUNTY incurs for the fuel. This payment will be made by the 15th day of each month.

ARTICLE IV – DISCLAIMER

The COUNTY assumes no responsibility or liability for any vehicle parked within the Tonto Basin Facility Yard. The COUNTY is not responsible for loss or damage due to fire, theft, breakage, collisions or articles left in any vehicle.

ARTICLE V – INDEPENDENT CONTRACTORS

The status of the parties shall be that of independent contractors and nothing in this agreement shall be construed as creating a joint venture.

ARTICLE VI – TERMINATION FOR CONVENIENCE

The parties reserve the right to terminate this Contract at any time and without cause by serving upon the other party, 30 days in advance written notice of such intent to terminate. In the event of such termination, the DISTRICT'S only obligation to COUNTY shall be payment for services rendered prior to the date of termination.

ARTICLE VII – TERMINATION FOR CAUSE

This contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the DISTRICT is found by COUNTY to be in default of any provision of this Contract.

ARTICLE VIII – CONTRACT EXTENSION

The COUNTY shall have the option to extend this Contract for one time for a second five year period. Any modification, or extension shall be by formal written amendment executed by the parties hereto.

ARTICLE IX – NON-ASSIGNMENT

The DISTRICT shall not assign its rights to this Contract in whole or in part, without prior written approval of the COUNTY. Assignment may be withheld at

the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X – INDEMNIFICATION

The DISTRICT shall indemnify, defend and hold harmless 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 or negligence by the DISTRICT, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE XI – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XII – NOTICES

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY

Gila County Public Works Division
ATTN: Public Works Manager
Gila County Courthouse
1400 E. Ash St.
Globe AZ 85501

DISTRICT

John Ketchem
Tonto Basin Unified School District
P.O. Box 337
Tonto Basin, AZ 85553

ARTICLE XIII – CONFLICT OF INTEREST

This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated by reference.

ARTICLE XIV – NON-WAIVER

The failure of either party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XV – AMERICANS WITH DISABILITIES ACT

The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35.

ARTICLE XVI – COMPLIANCE WITH 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 Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Contract shall apply, but do not require an amendment.

ARTICLE XVII – OTHER INCLUSIONS

This agreement shall be deemed to include any provisions required by law, whether actually recited or not.

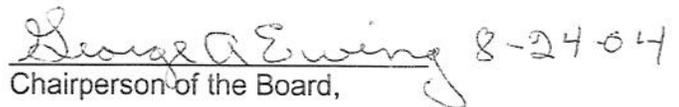
This document constitutes the entire Contract between the parties and shall not be modified, amended altered or changed except through written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.

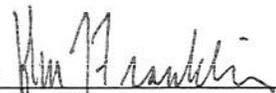
GILA COUNTY BOARD OF SUPERVISORS

TONTO BASIN SCHOOL DISTRICT


Chairman of the Board

 8-24-04
Chairperson of the Board,

APPROVED AS TO FORM:

By:  8-17-04
John T Franklin
Deputy Gila County Attorney