



When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(08/31/10 #5)**

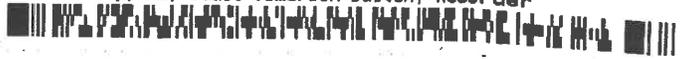


CAPTION HEADING:

**Intergovernmental Agreement
Between
Gila County
and
Tonto Basin Unified School District**

DO NOT REMOVE

This is part of the official document



INTERGOVERNMENTAL AGREEMENT

GILA COUNTY

AND

TONTO BASIN UNIFIED SCHOOL DISTRICT

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

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

ARTICLE I – SCOPE: The District shall be allowed to park their bus at the County facility in Tonto Basin. The District will also purchase fuel from the County for the bus.

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.

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 II – PAYMENT: Fuel consumed by the District shall be reimbursed to the County on a monthly basis at the cost the County incurs for the fuel. This payment shall be made by the 15th day of each month. Address of payment shall be the address on the invoice from the County.

ARTICLE III – TERM: The term of this agreement shall commence upon award and shall remain in effect for a period of five (5) years, unless terminated or cancelled. The County shall have the right, at its sole option, to renew the agreement for one (1) additional five (5) year period.

ARTICLE IV – CANCELLATION: This agreement may be cancelled 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.

ARTICLE V – TERMINATION: The parties reserve the right to terminate this agreement at any time and without cause by giving a thirty (30) written notice to the other party. In the event of such termination, the District's only obligation to the County shall be payment for services rendered prior to the date of termination.

ARTICLE VI – NOTICES: Any notice required or permitted to be given under this agreement 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: Fiscal Services Manager
1400 E. Ash Street
Globe, AZ 85501

DISTRICT

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

ARTICLE VII – LAWS & ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The District shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the District. The District shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

ARTICLE VIII – NON-WAIVER: The failure of either party to insist on any one (1) or more instances upon the full and complete performance of any of the terms and conditions of this agreement 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 IX – INDEMNIFICATION: District shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and

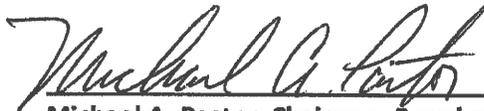


litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of District or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such District to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by District from and against any and all claims. It is agreed that the District will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this agreement, the District agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the District for the County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

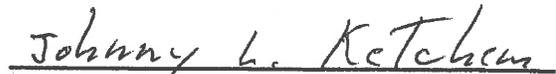
GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman, Board of Supervisors

TONTO BASIN UNIFIED SCHOOL DISTRICT:

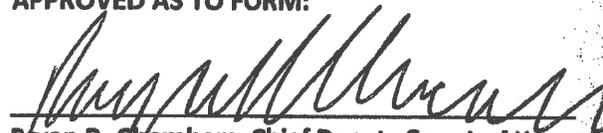

Chairperson of the Board *superintendent*


Print Name

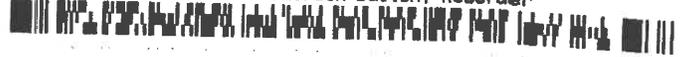
ATTEST


Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney





DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Tonto Basin Unified School District and Gila County, Gila County Attorney Daisy Flores has represented Tonto Basin Unified School District and Gila County.

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 Intergovernmental Agreement on behalf of Tonto Basin Unified School District and Gila County, 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 IGA, and Tonto Basin Unified School District and Gila County are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.



Disclosure of Dual Representation

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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 client.

GILA COUNTY

EXECUTED BY:

By Michael A. Pastor
Michael A. Pastor, Chairman, Board of Supervisors

ATTESTED BY:

By Marian Sheppard
Marian Sheppard, Deputy Clerk of the Board

APPROVED AS TO FORM:

By Bryan B. Chambers
Bryan B. Chambers, Deputy County Attorney
for Daisy Flores, County Attorney



TONTO BASIN UNIFIED SCHOOL DISTRICT

EXECUTED BY:

By Johnny L. Ketchum
Superintendent, Tonto Basin Unified School District

Print Name: Johnny L. Ketchum