

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district and a political subdivision of the State of Arizona ("District") and the Town of CHINO VALLEY, a municipal corporation and a political subdivision of the State of Arizona, ("Town").

RECITALS

- 1. District and Town have the authority to enter into the Intergovernmental Agreement pursuant to Arizona Revised Statutes, Section 11-952 and Section 9-240(3); and,
- 2. District is located within the legal boundaries of Town; and,
- 3. Property owners within the corporate limits of Town pay school district and Adjacent Ways taxes to support District; and,
- 4. Town controls and maintains public rights-of-way immediately adjacent to the frontage of the Del Rio School and the Heritage Middle School along with other on-site roadways, parking lots, and other transportation conveyance systems and have experienced that these systems do not currently adequately serve the needs of the Del Rio School and the Heritage Middle School; and,
- 5. District is authorized, subject to approval by the Arizona School Facilities Board ("SFB"), to expend Adjacent Ways funds under A.R.S. Section 15-995 for improvements to public streets, rights-of-way, and school properties adjacent to same, including sidewalks, sewers, utility lines, fence relocation, parking lot adjustments, roadway transportation systems, reconstruction of parking lots used for ingress and egress of buses and fire equipment, curb gutter and sidewalk, additional roadway travel lanes, and bus bays.

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between District and Town as follows:

Purpose

The purpose of this Agreement is for the improvement of adjacent ways to the Del Rio School and Heritage Middle School, including but not limited to roadway improvements to on-site roadways, parking lots, and other transportation conveyance systems, construction paving roadways, parking lot adjustments, reconstruction of parking lots used for ingress and egress of buses and fire equipment, additional roadway travel lanes, bus bays, utility relocation ("Project").

Term

The initial term of this Agreement is for a period of two (2) years, commencing on March 14, 2017 and ending on June 30, 2018, subject to prior termination as set forth herein.

Renewal and Termination

This Agreement may be extended beyond the initial term by written agreement of both parties if said Project is not completed within the time specified herein. In that event, the Agreement shall terminate upon completion of the purpose specified herein.

District funding for this Project is contingent upon securing adjacent ways funding, including SFB approval for fiscal year 2016-2017 and 2017-2018 and District Governing Board (the "Board") approval for the 2017-2018 fiscal year. Should the District fail to receive the adjacent ways funding, described herein, for the above or any other reason, the District shall be excused from making the payments noted in the Agreement and the Agreement shall terminate without further obligation of the parties.

Financing

1. The Town shall procure and pay for all materials required for the Project and furnish labor at no cost to the District. The District shall reimburse the Town for costs of the materials used in the Project, not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) for fiscal year 2016-2017 and not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) for fiscal year 2017-2018.

2. Payment for fiscal year 2016-2017 has been approved by the District's Governing Board (the "Board") and shall, upon approval by the SFB pursuant to A.R.S. §15-995 and receipt of said funds by the District, be paid by the District to the Town in a single Payment based upon the results of bid documents and change orders, within 30 days of receipt by the District of an invoice from the Town.

3. Payment for fiscal year 2017-2018 is contingent upon Board approval of the adjacent way levy, approval by the SFB pursuant to A.R.S. §15-995 and receipt of said funds by the District. If the Board fails to approve payment of the adjacent way levy, the SFB fails to approve use of the funds for the Project or the District fails to receive the funds, this Agreement will be considered terminated.

4. Town shall use said District funds exclusively for payment of costs referenced above.

5. Town shall be responsible for the contracting and administration necessary to complete the Project and all costs of the same pending reimbursement from District. Town's budget for the cost of the Project has already been implemented within the balance of the budget for road improvement expenses and will be maintained in the ordinary course of such roadway improvements.

Disposition of Property upon Termination

There will be no property in need of disposing upon termination of the Agreement.

Severability

If any part or parts of this Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

Conflict of Interest


This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

Indemnification

To the extent permitted by law, Town and District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of the indemnifying party's employees, officers, or agents, relating to and arising out of the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

CHINO VALLEY UNIFIED SCHOOL DISTRICT


Penny Hubble, President
Chino Valley Unified School District
Governing Board


3-10-2017
Date

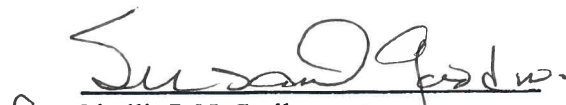
TOWN OF CHINO VALLEY


Darryl Croft, Mayor

3/14/17
Date

In accordance with A.R.S. Section 11-952, this proposed Intergovernmental Agreement for funding roadway improvements adjacent to the Del Rio School and Heritage Middle School has been reviewed by the undersigned the attorneys who have determined that said Agreement is in appropriate form and is within the powers and authority of the District and the Town.


Hufford, Horstman, Mongini,
Parnell & Tucker, P.C.


Phyllis L.N. Smiley
Town Attorney

Attorney for District

Gust Rosenfeld, PLC