

LETTER OF AGREEMENT

RE: Van Haren Street
Florence Unified School District – Town of Florence

This Letter of Agreement is written to finalize a verbal agreement between Chris Salas (Florence Public Works Director) and Florence Unified School District, regarding the reconstruction of Van Haren Street adjacent to the school district's frontage. The letter will document the responsibilities of each party regarding the reconstruction of Van Haren Street.

Per our verbal discussions, we have mutually agreed that:

1. The Town will procure a contractor.
2. The Town will award a construction contract.
3. The Town will process and obtain the necessary permits.
4. The Town will manage the construction project.
5. The Town will perform all engineering inspections necessary.
6. The Town will handle all contract administration as well as processing any invoices regarding the project.
7. The Florence Unified School District will pay the Town \$50,000 within 30 days of the Town receiving the final invoice from the contractor.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement the parties agree as follows:

1. **TERM.** This Agreement shall commence upon execution by both parties hereto and shall terminate one (1) year thereafter unless terminated sooner as provided in paragraph 9 below.

2. **INDEMNIFICATION BY TOWN OF FLORENCE.** To the extent provided by law, Town of Florence shall indemnify, defend and hold harmless Florence Unified School District, its officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by Florence Unified School District on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of Town of Florence, its employees, agent or anyone acting on Town of Florence's behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

3. **INDEMNIFICATION BY FLORENCE UNIFIED SCHOOL DISTRICT.** To the extent provided by law, Florence Unified School District shall indemnify, defend and hold harmless the Town of Florence, its officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by the Town of Florence on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of Florence Unified School District, its employees, agent or anyone acting on Florence Unified School District behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that all services provided under this Agreement are being performed by Florence Unified School District as an independent contractor and not as an employee or agent of Town of Florence. This Agreement is not intended to constitute, create, give rise to or otherwise recognize any agency, partnership or joint venture agreement or relationship of any kind or create an employer/employee relationship between Florence Unified School District and Town of Florence and their respective employees, subcontractors, subcontractors' employees or any other persons.

5. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not create any third-party beneficiary right to any person or entity who is not a party to this Agreement.

6. **WORKERS COMPENSATION.** Each party hereto shall be responsible for its own employees' workers' compensation claim, if any arises under the performance of this Agreement.

7. **ASSIGNMENT.** This Agreement is non-assignable in whole or in part by either party hereto.

8. **NOTICE.** All notices and other communications connected with this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in a U.S. mail box, in a postage, prepaid envelope addressed to the other party to the address provided herein:

Florence Unified School District
Chris Knutsen
PO Box 2850
Florence, Arizona 85132

Town of Florence
Attn. Clerk's Office
P.O. Box 2670
Florence, Arizona 85132

9. **TERMINATION.** This Agreement may be terminated at any time and for any reason by either party giving the other party at least thirty (30) days prior written notice of such termination.

10. **APPLICABLE LAW.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pinal County, Arizona.

11. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

12. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

13. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and should any provision of this Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

14. **CANCELLATION.** This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

15. **ISRAEL BOYCOTT PROVISION.** Each party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

16. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original.

TOWN OF FLORENCE, a political subdivision Arizona municipal corporation of the State of Arizona and the Florence Unified School District.

By: _____

Brent Billingsley, Town Manager

Date

By: _____

Chris Knutsen

Date

APPROVED AS TO FORM AND WITHIN
THE POWERS AND AUTHORITY
GRANTED TOWN OF FLORENCE UNDER
THE LAWS OF THE STATE OF ARIZONA:

Town Attorney