

MEMORANDUM OF UNDERSTANDING WITH VONDA BLAIR
REGARDING CARETAKER DUTIES AT SAN MANUEL AIRPORT

THIS MEMORANDUM OF UNDERSTANDING is entered into between PINAL COUNTY, a political subdivision of the State of Arizona (hereinafter "PINAL") AND VONDA BLAIR, (hereinafter "BLAIR").

WITNESSETH:

WHEREAS, it is to PINAL'S benefit to have someone living at San Manuel Airport, (hereinafter the "Airport") to reduce the risk of vandalism and to report disturbances, if any occur, to the proper authorities; and

WHEREAS, BLAIR and her husband, who is now deceased, has lived at the Airport for several years as a hindrance to vandalism and disturbances and BLAIR wishes to continue living at the Airport.

NOW, THEREFORE, the parties hereto agree as follows:

- 1 RESIDENTIAL SITE. PINAL shall provide a site for a single wide mobile home with built on awnings owned by Vonda Blair for residential purposes for a single adult. BLAIR shall be permitted to park said mobile home at the designated site and live there. In exchange for the rental of said site, Blair shall open and lock the gates at the Airport, maintain a light on in her trailer during the night, and shall report any disturbance to the police. BLAIR is free to come and go as she pleases and is not required to maintain certain hours at the Airport.
- 2 TRASH PICK UP. Pinal shall provide Blair with weekly trash pick up
- 3 USE. BLAIR may maintain a single adult residence with the adult being Vonda Blair at the designated site provided by PINAL. BLAIR shall pay her own utilities directly to the utility companies and shall keep the area surrounding the trailer free of debris. BLAIR may maintain no more than two currently, valid licensed vehicles by her mobile home. No livestock is permitted.
 - a. Act as a security guard;
 - b. Investigate any disturbance; or
 - c. Install a replacement mobile home without prior written approval from Pinal.
- 4 NO ASSUMPTION OF LIABILITY BY PINAL. PINAL assumes no liability for BLAIR'S person or property, and PINAL provides no indemnification to BLAIR under this Memorandum of Understanding.
- 5 TERM. This Memorandum of Understanding shall commence upon execution of this document and terminate upon December 31, 2020, unless terminated sooner as set forth below, with the option to renew the Memorandum of Understanding in four year increments upon the written consent to said renewals by both parties hereto.

6 TERMINATION. This Memorandum of Understanding may be terminated at any time by either party hereto by giving one hundred eighty (180) calendar days written notice of said termination to the other party at the address set forth below. However, upon breach of any of the provisions set forth herein this Memorandum of Understanding may be terminated by either party upon thirty (30) calendar days written notice to the other party at the address set forth below. If, in the eventuality Blair is unable to perform provisions of this agreement, it may be terminated in (15) calendar days.

7 CANCELLATION. This Memorandum of Understanding is subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. 38-511.

8 NOTICES. All notices or demands under this Memorandum of Understanding from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. Mailbox in a postage, prepaid envelope addressed to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the changed address.

PINAL: County Manager
Pinal County
P.O. Box 827 Florence, AZ 85132
BLAIR: Vonda Blair
P.O. Box 746
San Manuel, AZ 85631

9 NO AGENCY OR EMPLOYEE RELATIONSHIP. This Memorandum of Understanding is NOT intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, or to create an agency or employer/employee relationship between PINAL and BLAIR and does not entitle BLAIR to rights or benefits from PINAL normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits.

10 NON-ASSIGNMENT. This Memorandum of Understanding is non-assignable and non-transferable in whole or in part by either party hereto.

11 GOVERNING LAW. The validity, interpretation, performance and enforcement of this Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Arizona

12 VENUE. Notwithstanding A.R.S. 12-408, any suit or action brought under this Memorandum of Understanding shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

13 SEVERABILITY. The parts, terms and provisions of this Memorandum of Understanding shall be deemed severable and should any part, term or provision of this Memorandum of Understanding 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 not be deemed a part of this Memorandum of Understanding, notwithstanding any other provision of this Memorandum of Understanding to the contrary.

14 HEADINGS. The headings for the paragraphs of this Memorandum of Understanding are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Memorandum of Understanding.

15 ENTIRE AGREEMENT. This document contains the entire agreement between the parties and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Memorandum of Understanding may not be altered except in writing and signed by each of the parties hereto.

16 EFFECTIVE DATE. This Memorandum of Understanding shall become effect upon execution by both parties hereto.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates shown below.

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairman, Pinal County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

VONDA BLAIR

Vonda Blair

Date: 9-14-2016