



RESOLUTION 2010-808

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28 OF YAVAPAI COUNTY ("CVUSD") ALLOWING :

South Verde Technology Magnet High School (South Verde High School) students from the Camp Verde Unified School District No. 28, to make use of the Town gymnasium and soccer fields for the purpose of Physical Education Instruction.

WHEREAS, South Verde High School is included in Camp Verde School District number 28 of Yavapai County School District; and

WHEREAS, the Administration of South Verde High School desires to provide physical education classes to students attending South Verde High School; and

WHEREAS, South Verde High School lacks the necessary facilities to provide physical education classes; and

WHEREAS, The Town of Camp Verde Town Site is located directly across the street, a safe walking distance from South Verde High School; and

WHEREAS, The Public Works Building has a gymnasium suitable for basketball and other indoor activities, a soccer field is located behind the gymnasium; and

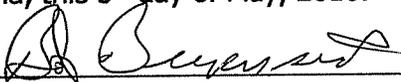
WHEREAS, For the past two years students from South Verde High have utilized the Town gymnasium and soccer field under an informal, verbal agreement; and

WHEREAS, The Town and South Verde High School, CVUSD recognize the importance of a more formal agreement.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AS FOLLOWS:

- A. The term of the Agreement shall be for one year, and may be extended by mutual written agreement of the Town and CVUSD for a term of one year. However, the agreement may not be extended more than four (4) times.
- B. When school is in session, South Verde High School will schedule the use of Town facilities through the Parks and Recreation division for one hour in the morning and one hour in the afternoon between the hours of 8:00 a.m. and 4:00 p.m.
- C. South Verde High School agrees to perform thirty-five hours of Community Service per month, Community Service will be coordinated with the Town of Camp Verde, Maintenance Division.
- D. Camp Verde Union High School and the Town, individually, will procure and maintain at their own expense, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death, and property damage occurring in connection with the use of the facilities. Insurance provided by CVUSD shall be primary and insurance provided by the Town shall not contribute to liability covered by CVUSD insurance coverage.
- E. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- F. This IGA is entered into and is effective as of May 5, 2010 and shall continue until May 4, 2011, unless earlier cancelled or terminated. This IGA may be extended for four additional one-year periods, upon 30-calendar days written notice by either party, prior to expiration, and the written agreement of both parties.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 5th day of May, 2010.



Bob Burnside, Mayor

5-10-10

Date

ATTEST:



Deborah Barber, Town Clerk

APPROVED AS TO FORM:



Bill Sims, Town Attorney

INTERGOVERNMENTAL AGREEMENT
TOWN OF CAMP VERDE FACILITIES USE

This Intergovernmental Agreement Town of Camp Verde Facilities Use Agreement ("Agreement") is entered into this 5th day of May 2010, by and between Camp Verde Unified School District No. 28 of Yavapai County, a political subdivision of the State of Arizona, for and on behalf of South Verde Middle/High School and South Verde Technology Magnet ("CVUSD"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly the "Parties."

RECITALS

The Town owns a gymnasium and fields located at 395 South Main Street in Camp Verde, Arizona (the "Facility").

CVUSD desires to use the Facility when instructing physical education courses taught through South Verde Middle/High School and South Verde Technology Magnet.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("ARS") Section 15-342(13), Section 15-364(A), Section 15-1105 and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement ("Term") shall commence on May 5, 2010, and shall terminate no later than May 4, 2011. This Agreement may be extended by mutual written agreement of the Parties following written notice by either Party of intent to extend delivered to the other Party not less than thirty (30) days prior to the end of the then-current term. If the Parties agree, the Term shall be extended for one (i) year. Each successive term shall be for one (1) year; provided, however, that this Agreement may not be extended more than four (4) times.

2. PURPOSE. The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the use and operation of the Facility.

3. USE.

A. CVUSD shall have non-exclusive use of the Facility for the purpose of instructing physical education courses to students of South Verde Middle/High School and South Verde Technology Magnet.

B. CVUSD agrees to comply with all applicable state and federal laws and regulations, and with the policies and regulations of Town, pertaining to the use and occupancy of the Facility. Town shall ensure that CVUSD has copies of Town policies and regulations pertinent to this Agreement. During the hours CVUSD is using the Facility, CVUSD shall not (i) use or allow any portion of the Facility to be used for any unlawful purpose, (ii) commit or allow to be committed any waste or nuisance in or about the Facility, (iii) violate any insurance coverage maintained by CVUSD or the Town, (iv) allow a number of persons in any portion of the Facility in excess of the legal or normal capacity of the Facility, and (v) permit smoking or alcohol in any portion of the Facility.

C. At the end of each session of use of the Facility by CVUSD, CVUSD shall perform routine cleanup of garbage, floor sweeping, and organization of equipment and furniture. CVUSD shall provide equipment required for its physical education courses. CVUSD shall repair or replace any of Town's equipment which is damaged during CVUSD use of the equipment.

4. SCHEDULING. The CVUSD will schedule the use of the Facility through the Town, primarily through its Parks and Recreation Department. Town events shall have priority in use of the Facility. When CVUSD is in session, CVUSD may, except when other scheduled events preclude its use, use the Facility for one hour each morning and one hour each afternoon, and such hourly use shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m.

5. FINANCIAL CONTRIBUTIONS. CVUSD agrees to perform thirty- five hours of Community Service per month based on a rate of \$10.00 per hour to cover the cost of general maintenance and janitorial in the amount of \$350.00 per month. The Community Service will be coordinated with the Town of Camp Verde, Maintenance Division, 395 S. Main Street, Camp Verde, AZ.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for the bodily injury, death, and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust and shall provide insurance coverage no less than provided for CVUSD buildings and operations. Insurance provided by CVUSD shall be primary and insurance provided by the Town shall not contribute to liability covered by CVUSD insurance coverage.

B. Town will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for the bodily injury, death, and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust and shall provide insurance coverage no less than provided for Town buildings and operations.

7. LIABILITY AND INDEMNITY. CVUSD agrees to conduct its activities in the Facilities in a careful and safe manner. In the event both Parties, including but not limited to employees, agents, students or invitees, participate in a liability-causing event, each Party shall contribute to the common liability at a pro rata share based upon its relative degree of fault as established by compromise, arbitration, or litigation. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to defend, hold harmless or indemnify the other Party shall be limited to, and be payable only from, available insurance or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.

8. ENTIRE CONTRACT. This Agreement and any Exhibits attached hereto are the entire agreement between Town and CVUSD concerning this matter. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Alterations and modifications of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

9. TERMINATION. Either Party may terminate this Agreement by delivering written notice of intent to terminate to the other Party not less than thirty (30) days prior to the effective date of termination. Such termination shall be effective at the end of the then-current academic semester or quarter, as appropriate, in which notice was delivered.

10. MAINTENANCE. Except as provided elsewhere herein, Town shall be responsible for all maintenance, repairs, improvements and additions to the Facility, except for repairs resulting from use of the Facility by CVUSD, which repairs shall be the obligation of CVUSD. Town shall be responsible for the provision of utilities and payment for utility services to the Facility, including but not limited to water, sewer, electricity, heating, cooling, telecommunications, garbage disposal, and snow removal.

11. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

12. DELEGATION AND ASSIGNMENT.

A. Town shall have the right to delegate Town's duties under this Agreement provided Town notifies the District in writing of such delegation, and provides the District with contact information of the delegee.

B. CVUSD shall not assign its rights under this Agreement without the prior written consent of Town.

13. ARBITRATION. In the event of a dispute hereunder, the Parties agree to negotiate in good faith to resolve any differences, and if such negotiations fail, then to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

14. CONFLICT OF INTEREST. The Parties understand that this Agreement is subject to cancellation pursuant to ARS Section 38-511.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter thereof.

16. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will, for any purpose, be considered employees of the CVUSD. CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of CVUSD will, for any purpose, be considered employees of the Town. The Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.

17. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on

behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms.

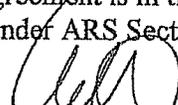
In Witness whereof, the Parties execute this Agreement:

FOR TOWN:

By:  5-10-10
Bob Burnside, Mayor

Attest: 
Debbie Barber, Town Clerk

This Agreement is in the proper form and is within the power and authority granted to Town under ARS Section 11-952 *et seq.*:

By: 
Town Attorney

FOR CVUSD:

By: 
Tim Roth, Board President

Attest: 
Mary Hudson, Superintendent/Board Secretary

This Agreement is in the proper form and is within the power and authority granted to CVUSD under ARS Section 11-952 *et seq.*:

By: 
Attorney for the District