

**TOWN OF CAMP VERDE**



**Resolution #2012-859**

**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 AND CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28 OF YAVAPAI COUNTY FOR A JOINT FACILITIES AND EQUIPMENT (INCLUDING VEHICLES/BUSSES) USE AGREEMENT**

**WHEREAS**, the Mayor and Council have determined that the shared-use of facilities will result in a more efficient expenditure of public funds and maximization of services to the community; and

**WHEREAS**, both Parties have collectively developed a comprehensive, long-range IGA that provides an opportunity to jointly and cooperatively utilize each other's facilities and equipment; and

**WHEREAS**, each Party has determined that the consideration it will receive from the other Party is adequate and the Parties will receive roughly equivalent value as a result of this exchange; and

**WHEREAS**, the Camp Verde Unified School District approved the IGA on May 8, 2012.

**NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PASSED AND APPROVED THE IGA BY A MAJORITY VOTE AT THE REGULAR MEETING OF JUNE 20, 2012:**

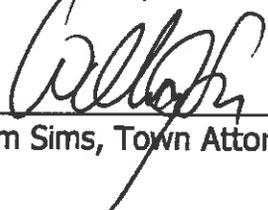
  
\_\_\_\_\_  
Bob Burnside, Mayor

6-25-12  
Date

Attest: Approved as to form:

  
\_\_\_\_\_  
4 Deborah Barber, Town Clerk VIRGINIA JONES  
Deputy Clerk

7-12-2012  
Date

  
\_\_\_\_\_  
William Sims, Town Attorney

7/8/12  
Date

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF CAMP VERDE AND  
CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28  
FOR A JOINT FACILITIES AND EQUIPMENT (INCLUDING VEHICLES/BUSSES)  
USE AGREEMENT**

This Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between TOWN OF CAMP VERDE, an Arizona municipal corporation ("Town") with offices at 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322 and CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28 OF YAVAPAI COUNTY, ARIZONA, ("CVUSD"), a political subdivision of the State of Arizona with offices at 410 Camp Lincoln Road, Camp Verde, AZ 86322 collectively referred to in this Agreement as the ("Parties").

**RECITALS:**

1. Pursuant to A.R.S. §11-952 et seq., the Town and CVUSD are legally authorized to enter into intergovernmental agreements for services or for the exercise of joint common powers.
2. The Town and CVUSD desire to jointly and cooperatively utilize certain facilities and equipment (including vehicles/busses) owned by the parties (collectively, "Facilities and Equipment). The parties intend that the Facilities and Equipment will be shared for a more efficient expenditure of public funds and to maximize service to the community.
3. As more specifically set forth in the Exhibits to this Agreement, each Party has determined that the consideration it will receive from the other Party is adequate and the Parties will receive roughly equivalent value as a result of this exchange.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

**AGREEMENT:**

1. **PURPOSE:**  
The purpose of this Agreement is to set forth the terms and conditions for the joint/ shared-use (on an available basis) of the following real property, Facilities including buildings, recreational fields, restrooms, work areas, parking lots and any other potential Facilities) within the Town's jurisdiction and the CVUSD boundaries and ancillary Equipment including vehicles/busses and other equipment:

**District Facilities and Equipment:**

The Multi Use Center (theater or cafeteria) located at 280 Camp Lincoln Road, Camp Verde, Arizona 86322.

The gymnasiums, football fields, and baseball fields located at:

- a. 200 Camp Lincoln Road, Camp Verde, Arizona 86322; and
- b. 370 Camp Lincoln Road, Camp Verde, Arizona 86322; and
- c. 1326 Montezuma Castle Highway, Camp Verde, Arizona 86322; and
- d. 462 South Main Street, Camp Verde, Arizona 86322; and
- e. Vehicles/Busses and other equipment as needed.

**Town Facilities and Equipment**

- a. Skateboard Park, a public skateboard park, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and
- b. Butler Park, a public park, located adjacent to the Camp Verde Middle School Camp Verde, Arizona, 86322 (all facilities, including parking and trail from park to school); and
- c. Heritage Pool, a public swimming pool, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and
- d. A gymnasium and fields located at 395 South Main Street in Camp Verde Arizona, 86322 utilized by both CVUSD and satellite school South Verde; and
- e. Scoreboard; and
- f. Large Animal Pens.

Terms and conditions applicable to specific Facilities and Equipment are set forth in Exhibits A through J to this Agreement. Terms and conditions for the shared use of additional Facilities or Equipment not listed above or addressed in the Exhibits may be agreed to in writing by the Parties and added as additional exhibits to this Agreement.

**2. SCHEDULING AND PRIORITY USE:**

- a. The Facilities and Equipment will be utilized by CVUSD and the Town in accordance with the terms and conditions stated in this Agreement and in the Exhibits attached to this Agreement (on a space available basis) for maximum services to the community. The Host Party shall retain the right of first priority in the scheduling and use of its Facilities and Equipment as if this Agreement did not exist, and grant the Visiting Party the next following priority.
- b. Neither Party shall use or allow any portion of the Facilities and Equipment to be used for any unlawful purpose and the use shall not conflict with the respective facility's site activities or mission of either Party.
- c. Host Party (meaning the Party who owns the respective Facility and Equipment) shall not charge the Visiting Party (meaning the Party using the Facility and Equipment under the terms of this Agreement) for the use of Host Party Facilities and Equipment.
- d. The Parties will schedule the use of the Facility and Equipment as needed through either Party's respective offices. Town: The Parks and Recreation Department at 928.567.6631 or such other office as the Town may designate. CVUSD: 928.567.8008. Either Party shall have priority use of their own facilities and equipment.

**3. TERM:**

The term of this Agreement shall commence as of the effective date noted above until cancelled by notice under section seven (7).

**4. OPERATION AND MAINTENANCE OF RESPECTIVE FACILITIES:**

- a. Each Party shall be responsible for operation and use of their facilities.
- b. When utilizing each other's Facilities and Equipment either Party shall abide by all state and federal laws and regulations and either Party's policies, regulations and rules, necessary for safe use.

- c. Each Party shall share their rules and regulations with the other Party.
- d. Each Party shall include in its annual budget an amount necessary to meet the Party's obligations and repairs of respective Facilities and Equipment as set forth in this Agreement. For any portion of Facilities and Equipment that requires repair or replacement that is due to the negligence, willful misconduct or by accident of the other Party, the Party that caused the damages shall provide repair or replacement.
- e. At the end of each session of use, the Party using the Facility and Equipment shall perform routine cleanup of garbage, floor sweeping and place equipment and furniture back in its original location if moved during the use of the facilities.
- f. During a Visiting Party's use of a Host Party's Facilities and Equipment hereunder, the Visiting Party shall provide all major equipment inherent to operation of the intended use. This includes, but is not limited to, any kitchen facilities, food, sports equipment, safety equipment, theatrical lighting equipment, theatrical sound equipment or cleaning supplies. Nothing in this paragraph shall prevent the Parties from amending this Agreement or entering into a separate agreement for the use of the Host Party's equipment herein. Each Party shall provide supervision during their use of the other Party's Facilities and Equipment to ensure the said assets are properly utilized and that users follow established rules and regulations. To the extent that the Visiting Party requires the presence of personnel of the Host Party who would not otherwise be present, then the Visiting Party shall pay the Host Party the actual cost of providing such personnel within (30) days of delivery by the Host Party of an invoice therefor.
- g. Each Party shall maintain any and all records properly required for and associated with the conduct of activities under this Agreement.
- h. The Visiting Party shall inspect the Host Party's Facilities and Equipment being used and all fixtures and equipment used therein, for safety conditions and for damage, at the beginning and end of each period of use.
- i. The Town will pay for and hire the off-duty CVUSD bus drivers as contract labor for the utilization of school busses.
- j. The Parties acknowledge that any fee paid in accordance with this Section 4 constitutes a nominal fee to offset the cost of providing recreational or educational services in accordance with A.R.S. § 33-1551.

**5. INSURANCE:**

Either Party shall, individually procure and maintain (at its sole expense and it may be self-insurance) during the term of this Agreement the following insurance:

- a. 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 each other's Facilities and Equipment as part of its general policy as provided herein with the following limits:  
 Each Occurrence .....\$1,000,000  
 General Aggregate.....\$2,000,000
- b. Statutory Workers' Compensation.
- c. Commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident.
- d. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for not less than two (2) years.
- e. Both Parties shall provide, to the other party, Certificates of Insurance (COI) and corresponding endorsement evidencing coverage provisions relative to the joint use of each Party's assets and shall name the other Party as an additionally insured on all applicable insurance policies.

- f. All carriers shall be approved to write insurance in the State of Arizona and possess an A or better A.M. Best rating, provided, however, that coverage through a risk retention pool or trust authorized by Arizona law for municipal corporations and/or school districts may be used to satisfy either Party's insurance obligation.
- g. Either party's coverage shall provide at least thirty (30) days' notice of cancellation or material change in coverage.
- h. The parties agree to review, annually, the limits and types of insurance required herein and may, by mutual agreement, amend the requirements as they deem necessary.
- i. Each Party's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees and its operation of the Facilities and Equipment provided hereunder.
- j. Each Party accepts full responsibility for the actions of their own employees while acting under authority of this Agreement. Nothing in this Agreement will be construed to mean that an employee of one agency is an employee or agent of the other agency or that any contractors or subcontractors are agents for either the TOWN or CVUSD.
- k. Each Party hereby mutually waives their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties.

**6. HOLD HARMLESS AND INDEMNIFICATION:**

- a. Each Party, to the fullest extent possible, shall defend, indemnify and hold harmless the other Party its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of the other Party, and including, but not by way of limitation, Workers' Compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the Party, its officers, employees, agents, consultants, contractors or subcontractors. This Paragraph 6.a shall survive the termination of this Agreement.
- b. In the event of any third Party legal action against both CVUSD and Town, the parties agree to discuss and analyze the benefits of a mutual defense.

**7. ASSIGNMENT TERMINATION:**

- a. This Agreement may be terminated by a majority vote by the governing body of either Party for cause, or for any or no reason.
- b. The Party terminating the Agreement shall notify the other Party in writing not less than twelve (12) months prior to the effective date of termination.
- c. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

**8. RELATIONSHIP:**

- a. Agents, employees and contractors hired by each party to provide supervisory security or other services at the Host Party's Facilities shall be and remain the agent or employee of the Party employing the agent, employee or contractor.
- b. The Parties shall not be responsible in any manner for the supervision, daily direction and control of the other Party 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.
- c. If no Host Party personnel are required for the Visiting Party's use of the Facilities, a Host Party may agree to provide keys to a Facility to the Visiting Party for access.

9. **MEETINGS:**

- a. During the term of this Agreement, the Parties shall meet not less than three times per year to discuss and determine the following relative Facilities and Equipment:
  1. The schedules for the use of and any projected closure dates; and
  2. Any required maintenance or repair(s); and
  3. Any proposed capital improvements to be made in the foreseeable future; and
  4. Any other matter concerning said assets that may arise.
- b. Meetings of the Parties shall be held prior to the beginning of each semester of the District calendar. Prior to June 15 each year, the District shall notify the Town of the dates for the meetings to be held in the upcoming year. Meeting dates may be rescheduled by mutual agreement of the Parties, and the time of day the meeting is to be held shall be as agreed upon by the Parties. Other meetings may be held as necessary, and such extraordinary meetings may be called by either Party following notice to the other Party.
- c. Each Party shall present to the other Party a list of the times during which the Party requests use of the other Party's Facilities. Such list shall project a minimum of three months of time, but should project as far into the coming fiscal year as is practicable. Subject to Section 2(a) herein, the Parties shall honor the other Party's request to the fullest extent possible. The objective of the Parties is to share Facilities and Equipment such that the cost to each Party is comparable. Exhibit I sets forth the costs of such Facilities and Equipment. The Town Manager and the District Superintendent are empowered under their authority to update Exhibit I and attached such updated Exhibit I to this Agreement.

10. **OWNERSHIP OF EQUIPMENT FIXTURES AND IMPROVEMENTS**

All tangible personal property (such as equipment, supplies and materials) brought to or used upon a Facility shall be and remain the property of the Party providing the property. Neither Party shall install any fixtures or make any modifications to the other Party's property without the prior written consent of the other Party. All fixtures and improvements installed or affixed in or upon a Facility and Equipment shall become the property of the Host Party at the time installed or affixed.

11. **SEVERABILITY**

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

12. **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 right 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.

13. **ENTIRE AGREEMENT:**

- a. This Agreement and amendments hereto is the entire Agreement between the 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.
- b. Conflict remedy: The parties have a duty to consider and agree to attempt in good faith to promptly resolve conflicts with respect to the Agreement. In the event that a conflict

13. **ENTIRE AGREEMENT:**

- a. This Agreement and amendments hereto is the entire Agreement between the 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.
- b. Conflict remedy: The parties have a duty to consider and agree to attempt in good faith to promptly resolve conflicts with respect to the Agreement. In the event that a conflict cannot be resolved, the Parties shall consider whether arbitration would be beneficial, the most appropriate type of process, the selection of the arbitrator, and schedule for the arbitrator process within a 60 day period or sooner if practicable.
- e. The following Intergovernmental Agreements regarding the use of Facilities and Equipment by the Parties are expressly terminated, revoked and superseded as of the effective date of this Agreement :
  - Skateboard Park IGA dated October 9, 2007;
  - Parking Lot and Trail IGA dated June 29, 2010;
  - Camp Verde Heritage Pool IGA dated October 9, 2007;
  - Town of Camp Verde Facilities Use IGA signed in May, 2010.

14. **IMMIGRATION LAWS:**

- a. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty")
- b. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- c. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- d. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verification(s) performed.
- e. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- f. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- g. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

15. **MISCELLANEOUS:**

- a. Failure to comply with the terms of this Agreement shall not provide the basis of any third Party action against either of the parties, and there are no third Party beneficiaries of the terms of this Agreement.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

- b. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and mailed to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

**If to Town:**

Town of Camp Verde Clerk's Office  
473 S. Main Street, Ste. 102  
Camp Verde, Arizona 86322  
Fax No.: (928) 567-9061

**If to School District:**

Camp Verde Unified School District #28  
410 Camp Lincoln Road  
Camp Verde, AZ 86322  
Fax No.: (928) 567-8004

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

TOWN OF CAMP VERDE

By:   
Bob Burnside, Mayor 6/25/12

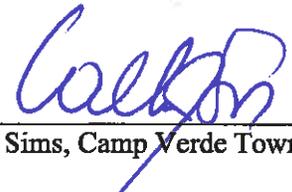
CAMP VERDE UNIFIED SCHOOL  
DISTRICT NO. 28

By:   
Board Chairman

**APPROVAL OF SCHOOL DISTRICT AND TOWN ATTORNEYS**

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Town of CAMP VERDE and the Camp Verde Unified School District No. 28, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By:

  
Bill Sims, Camp Verde Town Attorney

By:

  
Franklin Hoover, Camp Verde Unified School District  
No. 28 Attorney

Date

  
Date

Date

- b. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and mailed to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

**If to Town:**

Town of Camp Verde Clerk's Office  
473 S. Main Street, Ste. 102  
Camp Verde, Arizona 86322  
Fax No.: (928) 567-9061

**If to School District:**

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Camp Verde, AZ 86322  
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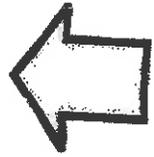
IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

TOWN OF CAMP VERDE

CAMP VERDE UNIFIED SCHOOL  
DISTRICT NO. 28

By:   
Bob Burnside, Mayor 6-25-12

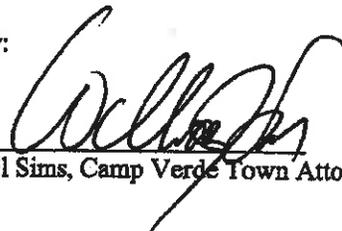
By: \_\_\_\_\_  
Board Chairman



**APPROVAL OF SCHOOL DISTRICT AND TOWN ATTORNEYS**

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Town of CAMP VERDE and the Camp Verde Unified School District No. 28, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By:

  
Bill Sims, Camp Verde Town Attorney

By:

  
Franklin Hoover, Camp Verde Unified School District  
No. 28 Attorney



7/9/12  
Date

8/15/12  
Date

- b. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and mailed to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

**If to Town:**

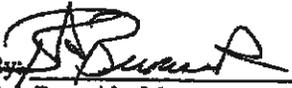
Town of Camp Verde Clerk's Office  
473 S. Main Street, Ste. 102  
Camp Verde, Arizona 86322  
Fax No.: (928) 567-9061

**If to School District:**

Camp Verde Unified School District #28  
410 Camp Lincoln Road  
Camp Verde, AZ 86322  
Fax No.: (928) 567-8004

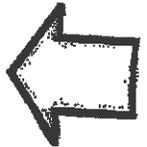
IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

TOWN OF CAMP VERDE

By:   
Bob Burnside, Mayor 6-25-12

CAMP VERDE UNIFIED SCHOOL  
DISTRICT NO. 28

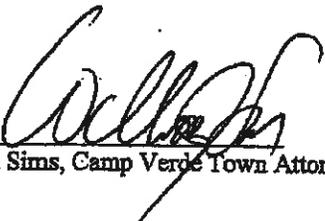
By: \_\_\_\_\_  
Board Chairman



**APPROVAL OF SCHOOL DISTRICT AND TOWN ATTORNEYS**

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Town of CAMP VERDE and the Camp Verde Unified School District No. 28, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By:

  
Bill Sims, Camp Verde Town Attorney

7/9/12  
Date

By:

  
Franklin Hoover, Camp Verde Unified School District  
No. 28 Attorney

8/15/12  
Date



**EXHIBIT A  
SKATEBOARD PARK**

**1. USE**

The Parties each represent that the Facility will be used only for the purpose of a Skateboard Park. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by the CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such portion of the Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

**2. SCHEDULING**

- a. The Town will schedule the use of the Facility, primarily through the Town's Parks and Recreation Department.
- b. The Town will hire and schedule all staff and employees for operation of the Facility.
- c. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

**3. CONTRIBUTIONS**

In the event that ARS Section 15-1105 (A) is found to apply to this agreement, the Parties agree that the reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

- a. Town will schedule use of the Facility as proved in section 2 above.
- b. Town will operate and maintain the Facility.
- c. Town will set fees for use of the Facility and collect the same.
- d. Town will use fees collected to pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility.
- e. Town will pay for the electricity used by the Facility.

In the event the Facility is abandoned for a period of one year or is permanently closed, then the Town shall be responsible for the cost of restoring the site to its condition prior to construction of the Facility.

**EXHIBIT B  
PARKING LOT AND TRAIL**

**1. RECITALS**

District owns real property, on which is located a parking lot and landscaping (the "Facility") adjacent to Butler Park.

The Town owns real property located at North Garner Lane in Camp Verde, Arizona, commonly known as Butler Park (the "Park"), on which is located, a seven acre recreational park which contains playground equipment, a Ramada, a picnic area, restrooms, concession stand, announcer stand, and consists of soccer, football, baseball fields, basketball court and tennis court adjacent to Camp Verde Middle School, a school in the District.

The Town desires to provide (a) a vehicle parking area for the general citizenry on, and (b) pedestrian trail access for the general public to the Park over and across, the Facility.

The District desires that Town use the Facility to provide a) a vehicle parking area for the general citizenry on, and (b) pedestrian trail access for the general public to the Park over and across, the Facility.

**2. USE**

Town is hereby granted the nonexclusive right to use the Facility for the purpose of a vehicle parking lot and for pedestrian trail access to the Park. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance on the Facility, or subject the Facility to any use that would damage any portion of the Facility.

**3. TOWN OBLIGATIONS**

In the event that ARS Section 15-1105(A) is found to apply to this agreement, the Parties agree that the "reasonable use fee" for use of the Facility shall be services rendered by the Town as follows:

- a. Town shall provide trash receptacles at, and trash removal from the Facility.
- b. Town will mow grass and maintain the landscaping on the Facility Town.
- c. Town will provide snow removal, if necessary, from the Facility.

**4. CVUSD OBLIGATIONS**

The District shall maintain in good repair the paved surface of the Facility. In the event the District must repair the Facility to such an extent that use of the Facility is limited or suspended, the District shall notify the Town as soon as District knows access to the Facility will be limited or suspended, and shall cooperate with the Town to determine the best dates when limiting access to the Facility, will have the least impact on Town and its use of the Facility.

## **EXHIBIT C**

### **CAMP VERDE HERITAGE POOL**

**1. RECITALS**

The Town, as applicant, and CVUSD filed a grant application with the Arizona State Parks Board on June 29, 1993, for the construction of a community swimming pool complex as a public outdoor recreational facility ("Facility") under the Federal Land and Water Conservation Fund (LWCF), established by Public Law 88-567, and Arizona Revised Statutes Section 41-503 and section 15-364.

The grant application and Town Resolution 93-239 required execution of an intergovernmental agreement containing the contributions of the Parties toward the grant, equal sharing of operational costs, and the responsibilities of the Parties for operations of the Facility.

The Parties have constructed the Facility as a public facility on CVUSD property.

**2. USE**

The Parties each represent that the Facility will be used only for the purpose of a public outdoor recreational facility. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

**3. SCHEDULING**

- a. The Town will schedule the use of the Facility, primarily through its Parks and Recreation Department. During the time the schools are in session, priority in scheduling will be given to CVUSD students. During times that the school has use of the pool, it will be closed to the public and adequate adult supervision/lifeguards will be the responsibility of CVUSD. The safety and well-being of the children will be the sole responsibility of CVUSD.
- b. The Town will hire and schedule all staff and employees for operation of the Facility during open public hours. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

**4. CONTRIBUTIONS**

- a. In the event that ARS Section 15-1105 (A) is found to apply to this agreement, the Parties agree that the reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

1. Town will schedule use of the Facility as provided in Section 3 above.
  2. Town will operate and maintain Facility.
  3. Town will set fees for use of the Facility and collect fees and revenues and pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this agreement.
  4. Town shall pay for electricity use by the Facility.
- b. CVUSD shall provide non-potable and potable water used by the Facility. This provision shall survive termination of the Agreement as long as the Town is operating the Facility; provided, however that if such termination occurs and Town continues to operate the Facility, CVUSD and Town may negotiate for Town to reimburse CVUSD for the expenses of water provided by CVUSD to the Facility.
  - c. Each party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities.
  - d. In the event the Facility is abandoned for a period of one year or is permanently closed, then the cost of restoring the site in its condition prior to construction of the Facility shall be borne fifty percent (50%) by CVUSD and fifty percent (50%) by Town. Notwithstanding the preceding sentence, nothing in this paragraph shall prohibit CVUSD from retaining ownership of and maintaining the Facility upon the events listed in this paragraph.

**5. RIGHT OF FIRST REFUSAL**

If CVUSD at any time determines to sell the real property upon which the Facility is located, CVUSD shall first offer to the Town the option to purchase the Facility, including real property of a size to effectuate the purpose for which the Facility was constructed, at a price which is fair market value less an amount which is the total of the funds contributed by Town for original construction of the Facility plus all subsequent capital contributions to the Facility by Town. Town shall have thirty (30) days in which to decide if Town will exercise its option to purchase the Facility, CVUSD will be notified of the decision. If Town does not exercise its option to purchase the Facility, CVUSD may sell the property to any purchaser. Such sale shall be contingent upon completion of the twenty-five (25) year lease or repayment of grant fund per CVUSD Resolution 99-201 dated February 9, 1999.

**6. ASSIGNMENTS AND SUBLETTING**

Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

## **EXHIBIT D**

### **TOWN OF CAMP VERDE GYMNASIUM AND FIELDS**

**1. 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 and for "Home" athletic games against other schools.

**2. 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 and for "Home" athletic games against other schools.
- 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 the 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.

**3. SCHEDULING**

The CVUSD will schedule the use of the Facility through the Town, primarily through the Parks & Recreation Department. Town events shall have priority 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. All athletic games will also be scheduled through the Parks & Recreation Department.

**4. MAINTENANCE**

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 of utility services to the Facility, including but not limited to water, sewer, electricity, heating, cooling, telecommunications, garbage disposal and snow removal.

**EXHIBIT E**  
**SCOREBOARD**

1. **USE**

CVUSD will have use of the Town's Scoreboard for South Verde Technology Magnet home basketball games held at the Town Gym.

2. **SCHEDULING**

CVUSD will schedule use of the scoreboard primarily through the Parks & Recreation Department.

3. **OBLIGATIONS**

CVUSD will be responsible for set-up and take down of the scoreboard. CVUSD will be responsible for any damages to the scoreboard and agree to repair or replace equipment at the expense of CVUSD

## **EXHIBIT F BALL FIELDS**

### **1. RECITALS**

The Town owns fields (the "Facility") located at Butler Park on Garner Lane that sits adjacent to the Camp Verde Middle School. CVUSD desires to use the Facility for Physical Education and Athletic Programs.

### **2. USE**

CVUSD shall have non-exclusive use of the Facility for the purpose of Physical Education and Athletic Programs.

- a. 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.
- b. At the end of each session of the use of the Facility by CVUSD, CVUSD shall perform routine cleanup of garbage, and organization of equipment. CVUSD shall provide equipment required for its athletic programs and will do any field preparations needed. CVUSD shall repair or replace any of Town's equipment which is damaged during CVUSD use of the equipment.

### **3. SCHEDULING**

The CVUSD will schedule the use of the Facility through the Town's Parks & Recreation Department. Town events shall have priority use of the Facility.

### **4. MAINTENANCE**

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 of utility services to the Facility, including but not limited to water, sewer, electricity, garbage disposal and snow removal.

**EXHIBIT G  
SCHOOL BUS USE**

**1. RECITALS**

The Town has a need to provide bus transportation for people participating in Town recreational activities. The District is willing to facilitate the Town's use of the District's Bus in connection with Town recreation activities.

The bus to be made available under this Agreement for Town use is (See attached list) [Make, Model, Year VIN, etc].

**2. USE**

The Parties each represent that the Bus will be used only for public recreational activities provided by the Town. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. The Town shall not subject the Bus to any use that would damage any portion of the Bus or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in the Bus at any time in excess of the legal or normal capacity of such Equipment. The Parties shall not permit smoking or alcohol in any portion of the Bus. The Town shall maintain automobile insurance in the following minimum amounts: \$2 million primary limit and 5 million excess limit; each accident.

**3. SCHEDULING**

The Town will schedule the use of the Bus through the CVUSD Transportation Department. CVUSD events shall have priority use of the Bus.

**4. CONTRIBUTIONS**

In the event that ARS Section 15-1105 (A) is found to apply to this Agreement, the Parties agree that the reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

- a. Town will schedule use of the Facility as provided in Section 2 above.
- b. Town will hire a CVUSD bus driver as contract labor to operate the bus and pay driver for drive and stand-by time.
- c. Town will refuel bus after each trip.
- d. Town shall have at least one Town staff member on board of the bus for each trip.
- e. Town staff shall inspect and clean all trash from the bus at the end of each trip.

## **EXHIBIT H**

### **LARGE ANIMAL PENS**

1. **RECITALS**

The Town owns large animal pens located at Arena Del Loma in Camp Verde, Arizona (the "Facility").

CVUSD desires to use the Facility for fund raising for District Agricultural programs.

2. **USE**

- a. CVUSD shall have non-exclusive use of the Facility for the purpose of renting the pens at all events located at Arena Del Loma for the purpose of raising funds for District Agricultural programs.
- 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 beginning and end of each session of the use of the Facility by CVUSD, CVUSD shall perform routine cleanup of the pen area which may include weed control, garbage, cleaning of each pen and properly disposing of manure. CVUSD shall provide tools/equipment required to perform these duties. CVUSD shall repair or replace any of Town's equipment which is damaged during CVUSD use of the equipment.
- d. If at any time CVUSD decides to no longer use the Facility for fund raising efforts, then the Camp Verde FFA will be responsible for taking the pens down and returning to designated Town Property.

3. **SCHEDULING**

The CVUSD will schedule the use of the Facility through the Town, primarily through the Parks & Recreation Department. Parks & Recreation staff will work with Verde Fair and Rec. to obtain a yearly calendar of Arena Del Loma events.

4. **MAINTENANCE**

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.

**EXHIBIT I**

**USER FEES**

**Camp Verde Unified School District #28**

410 Camp Lincoln Rd., Camp Verde, AZ 86322

Phone: (928) 567-8055 FAX: (928) 567-3899

**SCHOOL FACILITIES USER FEES** Class II - Non-school sponsored nonprofit service organization activities.

Class III - Activities sponsored by commercial or profit making groups, including charter and private schools.

**Prices Are Per Hour**

<b><u>Facility</u></b>	<b><u>Class II</u></b>	<b><u>Class III</u></b>
Classroom	\$20.00	\$35.00
Computer Lab	\$50.00**	\$65.00**
Elementary School Gym	\$30.00	\$75.00
Library	\$30.00	\$50.00
Band / Art Room	\$25.00	\$40.00
Middle School Gym	\$45.00	\$100.00
High School Gym	\$45.00	\$100.00
Stadium and Field (Daytime)	\$25.00	\$50.00
Stadium and Field (Nights w/lights)	\$100.00	\$200.00
Kitchen	\$50.00**	\$100.00**
Dining Area	\$30.00	\$75.00
Theater	\$60.00**	\$115.00**

Flatbed Trailer  
Tractor (Back Hoe)  
Weed Eater  
Chain Saw  
Water Pump  
Lawn Mowers  
Forklift  
Commercial Size Carpet/Vac Sweeper  
Floor Polisher  
Pick Up Truck  
School Bus \$20.00 Driver per hour + \$2.35 per mile

\*\* Includes district custodial/supervisory personnel presence, if appropriate.

\*\*\*Minimum three (3) hour fee.

**EXHIBIT I - CONTINUED**

**Town of Camp Verde  
Facility/Equipment User Fees**

<b>FACILITY/EQUIPMENT</b>	<b>(Prices are per hour)</b>
Classroom	\$20.00
Kitchen	\$30.00
Gym	\$30.00
Gym Floor Prep	\$65.00
Ball Field (Daytime)	\$25.00
Ball Field (Nights w/Lights)	\$100.00

	<b>(Prices are per day)</b>
Scoreboard	\$50.00
Flatbed Trailer	\$82.00
Tractor **	\$262.00
Mower **	\$120.00
Weed Eater	\$30.00
Bucket Truck/Boom Lift **	\$311.00
Chain Saw	\$45.00

\*\* Requires Operator

**POOL ADMISSION**

Child	\$1.50
Adult	\$2.00
Lifeguards on Duty	\$10 per hr. per guard

**DEPOSITS**

Security/Cleaning/Damage (all classes)	\$500
Key Deposit (all classes) (per Key)	\$110

<b>Bus Number</b>	<b>Year</b>	<b>Make</b>	<b>VIN #</b>
4	1985	INTERNATIONAL	1HVLPTVN9FHA26280
9	1993	FORD	1FDXJ75C2RVA01606
10	1998	GMC	1GDM7T1C2WJ518021
12	1999	GMC	1GDM7T1CXWJ517974
14	1987	FORD	1FDXJ74N8HVA37107
15	2002	BLUEBIRD/ALL AMERICAN	1BABNBXA23F207179
16	1991	CHEVROLET	1GBM6P1G9MV100230
17	1996	FORD	1FDXB80C9TVA12264
18	2003	FORD	1FDWE45F53HB79363
19	2003	FORD	1FDXE45F92HA31770
20	2004	INTERNATIONAL	4DRBRAAN84B968139
21	2004	INTERNATIONAL	4DRBWAAR65A969079
22	2005	INTERNATIONAL	4DRBWAAR36A146434
11	1986	FORD	1FDXJ74N6GVA40070
23	2005	INTERNATIONAL	4DRBWAAR86A252913
24	2004	INTERNATIONAL	4DRBWAAR97A391093
25	2006	INTERNATIONAL	4DRBWAAR57A391088
26	2007	INTERNATIONAL	4DRBWAARX8A560054
27	2007	INTERNATIONAL	4DRBWAAR18A560055
28	2009	INTERNATIONAL	4DRBWAAR2BA259818
29	1999	CHEVROLET	1GBHG31R1082990
30	1999	INTERNATIONAL	1HVBJAAN2XA021453
31	1999	INTERNATIONAL	1HVBJAAN5XA021477
32	1999	INTERNATIONAL	1HVBJAAN9XA021451



## Camp Verde Unified School District, No. 28

410 Camp Lincoln Road  
Camp Verde, Arizona, 86322

August 16, 2012

Town of Camp Verde  
473 S. Main Street, Suite 102  
Camp Verde, AZ 86322

Attention: Virginia Jones

Hello Virginia,

Please find the enclosed Intergovernmental Agreement between the Town of Camp Verde and Camp Verde Unified School District. On May 8, 2012 the following action was taken by the Governing Board of CVUSD, thereby approving the agreement.

**DISCUSSION/PRESENTATION AND POSSIBLE BOARD ACTION ON  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CAMP VERDE  
AND THE CAMP VERDE UNIFIED SCHOOL DISTRICT**

**Motion:** After discussion, Mr. Anderson moved, seconded by Mr. Hackett to accept the Intergovernmental Agreement between the Town of Camp Verde and Camp Verde Unified District. The motion passed 5-0.

### Governing Board

Tim Roth, President  
Trent Hackett, Member  
Helen Freeman, Member  
Rick Anderson, Member  
Judy Gilbert, Member

### District Administration

Dr. Amber Lee  
Administrator-In-Charge  
Director of Student Services

Janet Leuer,  
Director of Business Services

If you need further assistance please do not hesitate to contact me.

Thank you kindly,

Mary Hudson  
Board/Administrative Assistant  
CVUSD