

INTERGOVERNMENTAL AGREEMENT
Cibola High School Softball Complex

THIS AGREEMENT, made this ___ day of _____, 2024, by and between the City of Yuma, a municipal corporation of the State of Arizona, hereinafter called the City, and Yuma Union High School District #70, a school district of the State of Arizona, hereinafter called the School.

WHEREAS, the parties hereto wish to enter into the joint exercise of their powers for the mutual benefit of the City and the School, as well as the citizens of the City of Yuma, and

WHEREAS, the parties are in agreement to the terms and conditions set forth below.

NOW THEREFORE the parties agree as follows:

1. This Agreement shall be for a period of ten (10) years commencing upon the day and date first written above. This Agreement will automatically renew for two additional five (5) year periods unless written notice of nonrenewal is given to the other party, or the Agreement is otherwise terminated, prior to the renewal period. This Agreement shall be subject to the provisions of Arizona Revised Statutes, Title 42, Chapter 2, Article 4, as amended (known as the Arizona Budget Law), and provisions A and B listed below.
 - a. This Agreement shall be contingent upon an annual budget appropriation by the City Council of the City of Yuma. In the event such appropriation is not made, this Agreement shall automatically terminate.
2. This Agreement provides for the leasing of certain real property, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth. The School does hereby lease to the City said property for the sum of One Dollar and 00/100 (\$1.00) per year payable upon the day and date first written above. This Agreement shall be for the purpose of providing recreational facilities in the form of two (2) softball fields on the real property described in Exhibit "A"

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3. Contingent upon funding, the School hereby agrees that it will pay for and install any new physical improvements required and that the City shall, depending upon resources at the time, remain wholly and totally responsible for the continuing regular maintenance of the facilities. The cost of major repairs, replacements, or improvements in excess of ten thousand dollars (\$10,000.00) shall be equally shared between the parties. Contingent upon funding, the City will prepare the play areas, and furnish and supply all expandable materials for the preparation of the play areas.
4. During the School Year (August 1st thru the following May 31st), the School will have exclusive use of said facilities together with the improvements thereon each weekday between the hours of 7:30 am and 6:00 pm, and on weekends as required by the School athletic schedule, as defined by the Arizona Interscholastic Association. The School agrees that the City shall have unrestricted use of the facilities and improvements thereon during Summer Months (June and July), during weekends and holidays throughout the year unless reserved for a School athletic event, and at 6:00 pm during the School Year unless reserved for a School athletic event. The parties agree that either may use the facilities during the time of possession of the other upon the written approval of the party entitled to possession and use.
5. It is mutually agreed between the parties hereto that each has secured and shall continue in force public liability insurance as shall be deemed necessary for its own protection. Each party shall hold harmless the other party from acts of negligence of its agents and employees. The City shall be required to obtain and maintain insurance in the sum of One Million Dollars covering its activities. This insurance may be comprised of self-insurance retention (SRI) and insurance in aggregate sum not less than One Million Dollars. The City shall provide to the School a certificate of insurance indicating that insurance in the stipulated sum is in effect.
6. The City will be responsible for all utility charges, materials and supplies used in the maintenance of the athletic field lights. The School will be responsible for all water charges and costs of

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maintaining both public and private telephone services. Upon termination of this agreement by the City prior to its natural expiration, the City shall have the option of requesting and receiving from the School a sum equal to the Fair Market Value, not to include land or any physical improvements made to said land. In the event of a buyout of City improvements by the School, the amount and method of payment will be determined according to budgetary laws, District regulations and constraints of the School. The School will be allowed two fiscal years to complete payment transactions for such improvements.

7. Either party may terminate this Agreement by giving one (1) year notice of termination unless sooner terminated by the provisions of paragraph 1, above.
8. In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.
9. Neither party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
10. This agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

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11. This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.
12. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. Any legal action or judicial proceeding arising from this Agreement must be initiated in a court of competent jurisdiction in Yuma County, Arizona.
13. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

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Dated this _____ day of _____, 2024.

**City of Yuma, a municipal
Corporation**

Yuma Union High School District #70


By _____
John D. Simonton, City Administrator

By 
Robert Jankowski, Associate Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Richard W. Files, City Attorney


C. Benson Hufford, YUHSD Attorney School
District Attorney

ATTEST:

Lynda L. Bushong, City Clerk

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Exhibit "A"

