

INTERGOVERNMENTAL AGREEMENT

Sunrise Optimist Park

This Agreement, entered 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 CITY developed with the Sunrise Optimist Club, a new neighborhood park on property owned by the SCHOOL, the location of the park to be generally on the northeast corner of 20th Street and 45th Avenue;

NOW, THEREFORE, the parties hereto 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 may be renewed for two additional five (5) year periods upon 120 days written notice to the other party. Any renewal will be reduced to writing and signed by the parties. 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. The CITY may tender payment for the entire lease period of thirty (30) years at one time. This Agreement shall be for the purpose of providing a neighborhood park on the real property described in Exhibit "A".

3. The CITY shall be responsible for providing the maintenance of the neighborhood park.

4. The CITY shall be responsible for all utility charges, materials and supplies used in the maintenance of the neighborhood park. The SCHOOL shall be responsible for all water charges upon termination of this agreement by the CITY prior to its natural expiration, the CITY shall have the option of either removing the improvements or 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.

5. The parties hereto agree that this neighborhood park shall be open to the public at the same hours as are other CITY parks.

6. 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

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Million Dollars. The CITY shall provide to the SCHOOL a certificate of insurance indicating that insurance in the stipulated sum is in effect.

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, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

9. 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; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

10. If any part, term or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

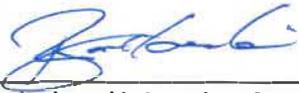
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____
2024.

**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

INTERGOVERNMENTAL AGREEMENT
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Exhibit "A"

