

WHEN RECORDED, RETURN TO:

City of Bullhead City  
City Clerk  
2355 Trane Road  
Bullhead City, Arizona 86442

**INTERGOVERNMENTAL AGREEMENT FOR THE  
LEASE OF MOUNTAIN VIEW ELEMENTARY SCHOOL**

This Intergovernmental Agreement for the Lease of Mountain View Elementary School (“Agreement”) is executed to be effective on the 1<sup>st</sup> day of April, 2013, between the City of Bullhead City, an Arizona municipal corporation (“City”), and the Bullhead City Elementary School District No.15, a political subdivision of the State of Arizona (“District”).

**RECITALS**

WHEREAS, District holds title to real property, buildings and personal property previously used as an elementary school in the vicinity of Lee Avenue and Third Street in Bullhead City; and

WHEREAS, District has ceased educational activities on the property and desires that it be put to beneficial use of the community; and

WHEREAS, City desires use of the property for community and recreational activities; and

WHEREAS, City’s anticipated uses of the Property are authorized under Arizona Revised Statutes § 15-342(7); and

WHEREAS, both the City and District are authorized to enter agreements for cooperative action under Arizona Revised Statutes § 11-952.

NOW THEREFORE, in exchange for the following mutual covenants and conditions, the consideration of which is deemed sufficient and receipt acknowledged, the parties agree as set out below.

## **AGREEMENT**

### **1. Lease Granted**

- A. District hereby leases to and grants the City, exclusive use of the real and personal property including all structures (“Property”) within Mohave County Assessor Parcels 214-02-005, 214-02-007 and 214-02-009, all known as the Mountain View Elementary School. This lease and grant excludes the property on which the “Little Red School House” and a classroom facility are situated on an adjacent but separate parcel. The leased Property is further set out in Exhibits A, B and C attached and incorporated herein.
  
- B. The privileges, uses and rights granted by District to City include the following:
  - 1) The use of the Property, and all personal property currently affixed and placed within the Property for the conduct of community and recreational programs and uses.
  - 2) The right of ingress and egress from parking areas, to be utilized by the City, its agents, employees and invitees.
  - 3) To establish and impose reasonable user fees.
  - 4) To contract for the provision of food, beverage or other necessary and appropriate services on the Property.
  - 5) To place signage indicative of events, sponsors or other informative media applicable to programs or events on the Property.
  
- C. District may use the Property at no charge upon reasonable coordination with the City.

### **2. Term**

The term of this Agreement will be for two years from the effective date. The parties may extend the agreement, upon mutual written agreement, for two additional one year periods under the same terms and conditions.

### **3. Rent**

- A. From the effective date of this Agreement, City will pay District an annual rent of one dollar (\$1.00).

B. City will pay District one-half of all net revenues generated by the City's operation of the Property. Shared revenues are anticipated to be generated from user fees such as program or participant fees, sponsorships, rentals and special events. District's share of fees will be transmitted within sixty (60) days of the end of each fiscal year (July-June) quarter for each year this Agreement is in effect.

4. Utilities

All utility costs are to be borne by the City.

5. Improvements

City is not authorized to make substantial improvements or modifications to the Property unless approved in writing by District. Any trade fixtures, equipment, furniture or personal property moved onto the Property shall be at the City's own risk and the District shall not be responsible to the City for damage or destruction of such property. The City shall provide, maintain, repair and replace, at the City's own expense, all trade fixtures, equipment and furniture required by the City. All trade fixtures, equipment and furniture shall remain the property of the City. Upon expiration or termination of this Agreement, the City shall remove such trade fixtures, equipment and furniture without damaging the Property. Any trade fixtures, equipment and furniture not so removed shall become the District's property.

6. Acceptance; Maintenance; Repairs

A. City warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition. City is responsible for all maintenance or repairs, except as set out below, to preserve the value of the Property, including air-conditioning and heating systems. Individual maintenance or repair costs estimated to exceed one-thousand (\$1,000) dollars will be discussed between the parties' representatives for an equitable allocation of costs. Maintenance or repairs concerning the use or disposal of hazardous materials such as lead paint, asbestos remediation or other similar actions are the responsibility of the District and shall not be taken without specific written permission by the District.

B. City is solely responsible, at its cost, to make repairs for any damage caused by City, its agents, employees, or invitees to the Property. City shall maintain the Property and keep it at all times, in a clean and orderly condition and appearance, including any personal property or fixtures of the City. City is responsible for routine janitorial services on the Property.

C. City may apply for grants available for Property improvement or enhancement on behalf of both parties. Any improvements or enhancement will be coordinated as required herein.

7. Additional Obligations of City

- A. City will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.
- B. City will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- C. City will ensure the security of the Property and implement any security measures as it deems necessary.

8. Naming Rights

For the term of this Agreement, the District grants the City permission to name the gym located on the Property. This permission shall include the ability to place a name on an appropriate sign or plaque. Any reference to alcohol or cigarettes or other matters inappropriate for children or in conflict with the District's mission or vision shall not be allowed. Any proposed name must be brought before the District's Board for approval. District will be compensated for naming rights as set out in paragraph 3(B) above.

9. Assignment and Sub-Letting

City will not assign or grant any of its interest or rights under this Agreement nor may it mortgage, encumber or assign any portion of its right, title and interest in this Agreement to lenders or other parties for any purpose without written consent of District.

10. Termination

Either party may terminate this agreement by providing the other party sixty (60) days written notice.

11. Indemnification

- A. City agrees to defend, indemnify and hold harmless District, its elected officials, affiliates, employees, agents, assigns and successors from all losses, damages or claims of whatever nature, including investigation, expert witness and attorney's fees, arising as a result of City's negligence in connection with City's implementation of this Agreement and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of City to comply with any provision of this Agreement. Under no circumstances will the City be liable for consequential damages. City's obligations under this section survive termination of this Agreement.
- B. To the extent permitted by law, District agrees to defend, indemnify and hold harmless City, its elected officials, affiliates, employees, agents, assigns and successors from all losses, damages or claims of whatever nature, including investigation, expert witness and attorney's fees, arising as a result of District's negligence in connection with District's implementation of this Agreement and

that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of District to comply with any provision of this Agreement. Under no circumstances will District be liable for consequential damages. District's obligations under this section survive termination of this Agreement.

12. Insurance

City will maintain liability and property insurance coverage for the Property and any motor vehicles associated with the Property in the minimum amount of one million dollars per occurrence/five million dollars aggregate. The City shall name District as an additional insured on the liability and property insurance coverage during the entire time this Agreement is in effect and will, at least one week before the date of use, provide District with the additional insured endorsements from its insurance underwriter. City and District will coordinate on establishing the value of the property to be insured and the insured amounts listed on endorsements provided by the City will be considered to be agreed to by District. Upon City's failure to secure the required liability insurance District may immediately cancel this Agreement. The District reserves the right to require, if it should deem it necessary, a cash bond of five hundred dollars (\$500), or more to cover any damages that might be done to any equipment, furniture, of facility.

13. Surrender of Possession

Upon the expiration or termination of this Agreement, City's right to occupy the Property and exercise the privileges and rights granted under this Agreement cease, and will surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all equipment, and other personal property installed and placed by City on, but not attached to the Property, remains the property of City, and City may, at any time during the term of this Agreement remove equipment or personal property and City shall repair, at its sole cost, any damage caused by removal. Any structural or affixed improvements to the Property not removed become part of the Property and ownership vests with District upon termination of this Agreement.

14. Notice

A. All notices required or permitted under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the addresses below.

District:

Bullhead City Elementary  
School District No. 15  
Superintendent  
1004 Hancock Road  
Bullhead City, Arizona 86442

City:

City of Bullhead City  
City Manager  
2355 Trane Road  
Bullhead City, Arizona 86442

with copies to:

City of Bullhead City  
City Attorney  
2355 Trane Road  
Bullhead City, Arizona 86442

B. Any notice given by certified mail is considered received on the date delivered. Either party may designate in writing a different address for notice purposes under this section.

15. Representatives

For daily operations and coordination the parties should direct communications as set out below.

District:

City:

Patrick Young  
Assistant Superintendent  
1004 Hancock Road  
Bullhead City, Arizona 86442  
(928) 704-5740

David Heath  
Recreation Manager  
2355 Trane Road  
Bullhead City, Arizona 86442  
(928) 763-9400 Ext. 302

16. Severability

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms will remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

17. Disputes

This Agreement is governed by the laws of the State of Arizona. In the event of any litigation or arbitration between City and District arising under this Agreement, the successful party is entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with the litigation. Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for representation by an attorney at the mediations, if such representation is desired. If any claim proceeds to litigation the parties hereby agree to waive any right to a jury trial and consent to a trial to the court.

18. Rules and Regulations

City shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to its operations and the Property (including the Americans with Disabilities Act "ADA"), as well as all laws, ordinances, rules and regulations adopted after the effective date of this Agreement. Modifications to the Property to make any access ADA

compliant are subject to discussions of cost allocation between the parties as set out in paragraph 6(A) above.

19. Right of Entry Reserved

- A. District may, upon 48 hours written notice, enter upon the Property for any lawful purpose if the action does not unreasonably interfere with City's use, occupancy or security of the Property. The requirement for 48 hours written notice does not apply in case of emergency.
- B. Without limiting the above, District and any utility provider may, at their own cost, whether for their own benefit or for the benefit of adjacent users, enter the Property at all reasonable times so long as entry does not unreasonably interfere with City's operation, to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of District, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use of the Property. District may enter at any time for the purposes above in the case of emergency.

20. Remedies Nonexclusive

All remedies provided in this Agreement are cumulative and additional, not in lieu of or exclusive of each other, or of any other remedy available to City or District at law or in equity, and the exercise of any remedy, or the existence of other remedies, does not prevent the exercise of any other remedy.

21. Time of Essence

Time is of the essence with regard to the performance of all of the parties' obligations under this Agreement.

22. Conflicts

This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

23. Relationship

The parties agree that no elected official, employee, agent, volunteer or personnel associated with the City will, for any purpose, be considered an employee of the District nor shall any District elected official, employee, agent, volunteer or personnel be considered, for any purpose, an employee of the City. By entering this Agreement the parties are not establishing a joint venture or partnership and are only acting pursuant to statutes authorizing intergovernmental operations.

24. Miscellaneous





