

INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF THE YAMPA BUILDING

This Intergovernmental Agreement ("Agreement") is entered into by and between the Moffat County School District RE-1 ("the District") and the City of Craig ("the City"). This Agreement is made effective upon the signature of the City by the Mayor after formal approval of the City Council; and upon the signature of the Chairman of the District after formal approval by the Board of Education.

WITNESSETH

WHEREAS, Moffat County School District RE-1 is a body politic and a subdivision of the State of Colorado, and is authorized to enter into an intergovernmental agreement;

WHEREAS, the City of Craig is a body politic and home rule city, and is authorized to enter into an intergovernmental agreement;

WHEREAS, the Yampa Building is a description of certain real property and including all buildings and attachments thereto located at 775 Yampa Avenue, Craig, Colorado, the legal description of which is Lots 1 to 12 and 37 to 48, All in Block 14, City of Craig; and

WHEREAS, the District used the Yampa Building since its construction as a school building and administration building until the District determines that the Yampa Building was no longer necessary for the mission of the District; and

WHEREAS, the District passed a Resolution on March 26, 2020 approving the conveyance of 775 Yampa Avenue Property to the City of Craig, Colorado ("the Resolution"), which authorized execution of a quitclaim deed by the board president and secretary and which described an intergovernmental agreement between the District and the City ; and

WHEREAS, the District has agreed to replace the existing boiler and water heater, as well as to continue mowing and trimming the lawn on the Yampa Building property consistent with the District's practice, as described in the Resolution; and

WHEREAS, the City will accept delivery of the executed quitclaim deed from the District for the Yampa Building after adoption by both the District and the City of this Agreement.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, Moffat County School District and the City of Craig agree as follows:

**ARTICLE I
PURPOSE AND GENERAL MATTERS**

A. Goal.

The purpose of this Agreement is to set forth the respective tasks in order to transfer the Yampa Building and the improvements thereto from the District to the City of Craig and to set out the process for such transfer.

B. Responsibilities of the District.

1. **BUILDING MAINTENANCE:** The District will agree to replace the existing boiler and water heater in the Yampa Building and pay all costs associated therewith. The District will establish a minimum one-year full warranty on the project through the contractor and will cooperate with the City in the event that enforcement of such warranty is necessary.
2. **GROUNDS MAINTENANCE:** The District will from year to year cut and trim the grass on the Yampa Building property consistent with the District's current practice. Such a duty shall continue until such time as the City shall release the District from such duty.

C. Transfer of the Yampa Building.

Upon approval and execution of this Intergovernmental Agreement, the City will accept delivery of the Quitclaim Deed signed on March 26, 2020 ("the Deed"). The City will cause the Deed to be recorded in the records of the Clerk and Recorder for Moffat County, Colorado.

**ARTICLE II
MISCELLANEOUS**

A. Entire Agreement.

This Agreement constitutes the entire agreement between the District and the City as to the subject matter hereof and supersedes all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written

B. Conflict of Agreement with Law, Impairment.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the District and the City hereto that the remaining provisions of Agreement shall be of full force and effect.

C. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to the District and the City, and nothing contained herein shall give or allow any such claim or right of action by any other person or entity.

D. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of the District and the City under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Moffat, State of Colorado.

E. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

F. Severability.

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

G. Amendments/Modifications.

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

DISTRICT
MOFFAT COUNTY SCHOOL DISTRICT RE-1

BY: JoAnn Baxter
JoAnn Baxter, President

April 27, 2020
Date

Attest:

E. Sullivan

4/21/2020

Elise D. Sullivan, Secretary

CITY

CITY OF CRAIG, COLORADO

BY:

Jarrod Ogden, Mayor

Date

Attest:

Liz White, City Clerk