

## **LAKEVIEW SCHOOL SITE**

### **MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between **CAMPBELL COUNTY SCHOOL DISTRICT** (hereinafter referred to as CCSD), **BOYS AND GIRLS CLUB OF CAMPBELL COUNTY**, a Wyoming non-profit corporation (hereinafter Club) and the **CITY OF GILLETTE** (hereinafter referred to CITY). CCSD, CLUB and the CITY may be referred to hereinafter collectively as the Parties.

#### **I. PURPOSE**

This Memorandum of Understanding (MOU) shall outline the terms of understanding between the Parties with respect to the Lakeview school site, consisting of all buildings and land within the school site (hereinafter Lakeview School), at 410 Lakeside Drive, Gillette, Wyoming, legally described in the Warranty Deed filed with the Campbell County Clerk and recorded at page 520 and 521 of Book 92 of Photos, containing 4.19 acres, more or less and its use for the operations of the CLUB. Further written agreements may be developed as deemed necessary, by any party, to identify additional specific roles and responsibilities.

#### **II. COOPERATIVE PLAN**

The CCSD is constructing a new school to replace Lakeview School. CCSD anticipates that the new school will be in operation for the 2014/2015 academic year, starting in the fall of 2014. The CCSD has decided it has no further use for Lakeview School after the new school goes into operation except for the possible

use of a few classrooms for the 2014/2015, 2015/2016, and 2016/2017 academic years. The CLUB would like to use the building and land for the operation of a Youth Learning Center, which will include a Boys and Girls club. The CCSD has agreed to the uses of the property proposed by the CLUB. The CLUB plans to remodel the Lakeview School so that it will be suitable for their use and will seek funding to cover the remodeling costs.

In order to secure funds to develop the Lakeview School, the CLUB has approached the CITY to sponsor a grant application to the Wyoming Business Council for a Community Facilities Grant Program Grant (hereinafter, the Grant). A Grant Program Grant can supply funds to construct local enhancements to a school building or facility or preserve former school and government facilities that have existing or future community uses, including the operation of a Boys and Girls club. The Grant requires that the applicant be a local governmental entity, such as the CITY, and that it have an agreement in place to take title to the property after the Grant is awarded and fully executed by all the Parties.

If the Community Facilities Grant Program Grant is not awarded to the CITY for the use of the CLUB, then the Lakeview School will be conveyed by the CCSD to the CLUB and not the CITY. Thereafter, the CLUB will be responsible for the operation of the Lakeview School and the CITY will have no interest in the Lakeview School.

### III. WYOMING BUSINESS COUNCIL COMMUNITY FACILITIES GRANT PROGRAM GRANT

It is agreed by the Parties:

1. At its regular City Council meeting on November 5, 2013, the Governing Body of the City of Gillette will consider a Resolution, following an advertised public hearing, in conformity with the Wyoming Business Council

rules, to file a grant application with the Wyoming Business Council on behalf of the CLUB for a Community Facilities Grant Program Grant.

2. The Grant shall be in the amount of not to exceed \$1,000,000 to be used to remodel the Lakeview School to allow its use for a Boys and Girls club. The CLUB shall be responsible for the local match for the Grant and for any further costs to remodel the Lakeview School, including but not limited to engineering design fees.

3. The Grant is due no later than December 1, 2013 and will be considered by the Wyoming Business Council at its meeting in March, 2014.

4. CLUB shall comply with all terms of the Grant and the rules and regulations of the Wyoming Business Council.

#### IV. OWNERSHIP OF THE LAKEVIEW SCHOOL.

It is agreed by the Parties:

1. If the Grant is awarded by the Wyoming Business Council at its meeting in March, 2014, then the CCSD will convey the Lakeview School to the CITY by standard form Warranty Deed at a closing to be held within 20 days of the issuance of a Certificate of Occupancy by the CITY to the CCSD for the new school, known as the Lakeview Replacement.

2. If the Grant is not awarded by the Wyoming Business Council at its meeting in March, 2014, then the CCSD CITY will take action pursuant to W.S. 15-1-112 (b)(i) (D) to convey the Lakeview School to the CLUB by standard form Warranty Deed at a closing to be held within 20 days not less than 6 months after of the issuance of a Certificate of Occupancy by the CITY to the CCSD for the new school, known as the Lakeview Replacement.

## V. LAKEVIEW SCHOOL LEASE TO CLUB AND USE BY CCSD.

It is agreed by the Parties:

1. **If the** **After the** Lakeview School is conveyed to the CITY, then CITY shall lease the Lakeview School to the Club for an initial term of 5 years beginning on the date CITY receives title to Lakeview School. At the end of the initial term or any successive renewal term, the lease shall automatically renew for additional terms of 5 years, unless the Lakeview School is deeded to the CLUB. At the end of the initial 5 year term, or at any time thereafter, the CITY may deed the Lakeview School to the CLUB **pursuant to W.S. 15-1-112 (b)(i) (D)**, upon the payment to the CITY of one dollar (\$1.00), if not inconsistent with Wyoming Business Council rules and regulations. At all times during the lease with the CITY, CLUB shall operate the entire facility and pay all costs associated with its regular operations including utilities and general maintenance, upkeep and housekeeping, as well as exterior maintenance of the parking lot, landscaping and/or future park areas on the property.

2. In consideration of the transfer of the Lakeview School, CCSD shall have the option to use up to five classrooms in the Lakeview School for the provision of the required educational program within the school district for up to three (3) years beginning with the 2014/2015 academic year, **from the CLUB, at a nominal rate of ten dollars (\$10) per year**. CCSD shall give notice to the CLUB **and City** by no later than August 15 of its decision to use classrooms in the Lakeview School for that academic year. CCSD shall pay CLUB its pro-rata share of the utility expenses and cleaning expenses for the academic year in which it uses classrooms, based on the ratio of the area of the classrooms it uses to the total area of the Lakeview School.

## VI. LAKEVIEW SCHOOL REMODELING PROJECT

It is agreed by the Parties:

1. If the Lakeview School is conveyed to the CITY, If the Grant is awarded by the Wyoming Business Council at its meeting in March, 2014 then the Parties agree that they will work cooperatively with each other, as outlined in this MOU, to design, construct and operate the Lakeview School Remodeling Project, hereinafter the PROJECT. The CITY shall use funds from the Grant towards the construction and remodeling of this facility. The CLUB shall be responsible for and shall pay all costs of the PROJECT not covered by the GRANT and shall hold the CITY harmless from those costs. CITY shall consult with the CLUB and the CCSD to administer the construction of the PROJECT.

2. The Parties agree that the PROJECT will be planned and executed in conformance with all applicable municipal, State and Federal regulations including Wyoming Business Council rules.

3. If the Lakeview School is conveyed to the CITY, If the Grant is awarded by the Wyoming Business Council at its meeting in March, 2014, then the CITY will be responsible for the design and construction management of the overall project which shall be financed with the grant funds.

## VII. FIRE, CASUALTY AND LIABILITY INSURANCE

It is agreed by the Parties, if the Lakeview School is conveyed to the CITY:

CLUB shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by CLUB under this project, or in connection with the operation of a Boys and Girls Club in the property. The City and CCSD specifically do not waive and specifically reserve any and all immunities granted

by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq., unless specifically waived herein.

### ***MINIMUM SCOPE AND LIMIT OF INSURANCE***

*Coverage shall be at least as broad as:*

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

The City and CCSD, their officers, officials, employees, and volunteers are to be covered as additional insured’s on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of

CLUB including materials, parts, or equipment furnished in connection with such work or operations.

***Primary Coverage***

For any claims related to this contract, CLUB's insurance coverage shall be primary insurance as respects the City and CCSD, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and CCSD, its officers, officials, employees, or volunteers shall be excess of CLUB's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City and CCSD.

***Waiver of Subrogation***

CLUB hereby grants to the City and CCSD a waiver of any right to subrogation which any insurer of CLUB may acquire against the City and CCSD by virtue of the payment of any loss under such insurance. CLUB agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CLUB has received a waiver of subrogation endorsement from the insurer.

***Employers Liability/Stop Gap Coverage***

The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City and CCSD. The City and CCSD may require CLUB to purchase

coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***

CLUB shall furnish the City and CCSD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City and CCSD before the project commences. However, failure to obtain the required documents prior to the beginning of the project shall not waive the CLUB's obligation to provide them. The City and CCSD reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

CITY will also ensure that the appropriate builders risk insurance is carried during the course of the construction project, at the cost of the CLUB.

VIII. INDEMNITY AGREEMENT

The Parties hereby agree to indemnify and hold harmless each other against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from their own negligent act or omission. Notwithstanding the above, nothing in this Agreement shall be read to constitute or to require a waiver of any rights of the CITY or CCSD under the doctrine of sovereign immunity, or a



waiver of its immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et sec.*

IX. COMPLIANCE WITH LAW

The Parties represent that their possession, occupancy, and use of the premises will comply with all applicable federal, state, county and city laws and regulations.

X. SIGNATURES

In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood and agree to the terms and conditions of this MOU as set forth herein.

**CAMPBELL CO. SCHOOL DISTRICT**

Attest:

\_\_\_\_\_  
Linda Jennings, Chairman

\_\_\_\_\_  
**CITY OF GILLETTE, WY**

Attest:

\_\_\_\_\_  
John Opseth, Mayor

\_\_\_\_\_  
Karlene Abelseth, City Clerk

**BOYS AND GIRLS CLUB OF CAMPBELL COUNTY**

Attest:

\_\_\_\_\_  
, President

\_\_\_\_\_