

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MARICOPA AND THE
MARICOPA UNIFIED SCHOOL DISTRICT No. 20
FOR JOINT USE OF FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this _____ day of _____, 2015, by and between the Maricopa Unified School District No. 20, (“District”) and The City of Maricopa, Arizona, an Arizona municipal corporation (“City”), collectively referred to as the “Parties”. Of the Parties, the party who has requested the use of the other’s facilities will be referred to as the “Guest Party” and the party who is allowing the use of their facilities will be referred to as the “Host Party”.

RECITALS

WHEREAS, the Parties are authorized to enter into this Agreement by A.R.S. §§ 11-951 et seq., 15-342(13), 15-363 and 15-364; and

WHEREAS, both District and City want to participate in the sharing, combining or joint usage of facilities and/or physical resources whenever possible to benefit the community; and

WHEREAS, both District and City want the facilities at all school and municipal sites within the City to be available for use by the community as public recreation centers to the greatest extent possible; and

WHEREAS, both District and City believe that the public would be served by allowing the City to use mutually agreed upon District facilities for City’s recreation programs and events under discretion of the District, and for the District to use mutually agreed upon City facilities for District educational, sports programs and civic events under the discretion of the City.

NOW THEREFORE, District and City agree to provide the services and facilities required according to the terms and conditions and for the consideration hereinafter set forth:

The primary purpose of this Agreement is to establish a joint facility usage agreement that benefits both Parties and establishes rates, procedures and priority of usage.

2. Obligations

A. Use of Facilities by the Parties:

1. “District Facilities” will include non high school playing fields, multipurpose rooms (MPR), theater/performing arts center, board room, and available classrooms, including art and music rooms at District sites as determined by District administrative staff.
2. “City Facilities” will include playing fields, gymnasium, aquatics facilities, and public meeting facilities operated by the City as determined by City staff.

3. Host Party shall permit the use of their facilities to the Guest Party at a negotiated cost for the number of hours requested during the Scheduling Period based on fees listed in Appendix One (1).
4. Host Party shall allow the use of their facilities for sporting, civic, and educational events sponsored by the Guest Party (“Scheduled Events”) in accordance with the terms and conditions of this Agreement.
5. City shall be subject to all District policies and regulations prescribed by the Governing Board for the use of District Facilities except as amended by this Agreement.
6. District shall be subject to all City Codes, policies, and ordinances and regulations prescribed by City Council for the use of City Facilities except as amended by this Agreement.
7. Guest Party shall not interfere with or disrupt the normal operations of Host Party.

B. Scheduling Events:

1. No later than sixty (60) days before the beginning of the quarterly event cycle (“Scheduling Period”), Party representatives shall agree upon times, dates, and locations of all Scheduled Events based on submitted usage requests. Host Party representative shall respond within twenty-one (21) days of any Guest Party scheduling request.
2. All efforts will be made to maintain consistency in time, date, and location of each Parties repetitive events.
3. Prior to the beginning of the Scheduling Period, Guest Party will have priority use over new requests by outside organizations.
4. Once the Scheduling Period has begun, Parties will not have priority over preexisting usage requests by other organizations, reoccurring usage of an ongoing nature, or over any other organization during the Scheduling Period.
5. Host Party representatives shall have final approval of times, dates and locations of all Scheduled Events. The Guest Party shall be subject to operational rules prescribed by Host Parties elected officials and by the Host Party reservation procedures for requests made in addition to those event requests agreed upon during the Scheduling Period.
6. From time to time, some facilities may need to be made unavailable due to the Host Party’s need to schedule major/annual facility maintenance. The Host Party agrees to give as much advanced warning as possible so the Guest Party can work with the Host Party to make alternative arrangements.

C. Reservation Reliability:

1. Host Party will honor all Scheduled Events and ensure that facilities reserved by the Guest Party are not double-booked.

2. If District Facilities reserved for City Scheduled Events become unusable, or if Arizona Interscholastic Association (AIA) events must be added, District will notify City at the earliest opportunity and work with the City to relocate the event to a different facility on the same date.
3. If City Facilities reserved for District events become unusable, or if the Maricopa City Council approves a previously unscheduled City event, the City will notify the District at the earliest opportunity and work with District to relocate the event to a different facility on the same date.

D. Rescheduling and Scheduling Additional Events:

1. At all times, District and City will work together to accommodate the needs of all organizations and to resolve any unexpected scheduling conflicts.
2. Any additional events scheduled by the Guest Party after the beginning of the Scheduling Period will be scheduled with no priority. Normal and customary fees will be charged.

E. Miscellaneous

1. In no event shall a Host Party facilities be used by the Guest Party for third party fundraising activities.

F. Facilities Maintenance.

1. Host Party shall at all times, during the term of this Agreement, be responsible for the normal maintenance and wear and tear of Host Party facilities.
2. Guest Party agrees to operate Scheduled Events at Host Party facilities in a safe and secure manner, to require responsible usage of Host Party facilities, and to maintain Host Party facilities in proper condition during Scheduled Events.
3. Parties agree that all facilities are non-smoking facilities and use of intoxicants or narcotics is strictly prohibited.
4. Guest Party agrees it will not be permitted to make any changes to, remove, or displace Host Party furniture or equipment without permission of the Host Party.
5. The number of people present at the Host Party facilities shall not exceed the posted capacity.

G. Damage or Loss:

1. Guest Party shall be responsible for the cost of any repairs, damage, or loss resulting from their use of Host Party facilities. Damage shall be reported to the Host Party within ten (10) days of the event. Costs shall be established by the office of the Host Party staff and an invoice shall be submitted to Guest Party for payment.
2. If Host Party facilities are left littered and/or unsanitary, the Guest Party will be invoiced for the cost necessary to clean the Host Party facilities.

H. Parties Staffing Responsibility:

1. Parties' staff shall meet to open the Host Party facilities 45 minutes prior to start time and meet again at the completion of any Scheduled Event, unless otherwise requested. Parties' staff will determine and add to the Event Check Sheet the name of the responsible Host Party representative who will stay on site for the duration of the event. The Event Check Sheet is attached hereto as Appendix Two (2). Parties' staff will review and initial an Event Check Sheet as to the condition of the Host Party facilities, including bathrooms that will be utilized. Anomalies in the condition of Host Party facilities will be noted on the Event Check Sheet. Guest Party staff will maintain radio and/or cell communication with a designated Host Party staff. Parties' staff may delegate these responsibilities as deemed appropriate.
2. Guest Party is responsible for staffing and maintaining order at the Scheduled Event in the Host Party facilities. Usage of City aquatics facilities will require the utilization of a City lifeguard(s) at a ratio to be determined by the City. Usage of the District's theater/performing arts center will require the utilization of a theater sound/lights technician.

I. Facility Usage Compensation:

1. Facility usage cost will be based on Parties usage fees schedule in Appendix One (1).
2. Parties will include a cost estimate as part of the initial reservation permit and will record actual hours used by Guest Party on the Event Check Sheet at end of a Schedule Event.
3. Parties will have thirty (30) days from the final day of any Scheduled Event to make payment to Host Party.
4. All fees incurred by the City pursuant to the Joint Use Facilities IGA between the City and the District dated September 10, 2008, which were incurred during the term of the three (3) year SRO IGA between the City and the District dated December 10, 2013 and commencing on August 1, 2014 ("SRO IGA") are waived in connection with the execution of this Agreement. In addition, notwithstanding anything to the contrary set forth herein, future fees incurred by the City pursuant to this Agreement for basketball, volleyball, and summer classroom programs, at traditional facility usage levels, will be waived by the District during the remainder of the four (4) year period ending July 31, 2018
5. In consideration for the District's waiver of fees as provided in Section 2(I)(4) above, the City will continue to provide SRO services to the District between August 1, 2017 and July 31, 2018 in accordance with the requirements of the U.S. Department of Justice COPS Grant Memorandum dated September 12, 2013. Prior to July 31, 2017, the City and the District may amend the SRO IGA dated December 10, 2013, to extend the Term of the agreement, or make others necessary changes "upon written approval of both parties" as stipulated in Section 10, "Modifications" of the SRO IGA.

3. Other Expenses. Unless otherwise specifically provided in this Agreement, maintenance expenses, taxes and any and all other financial obligations with regard to property to which each Party holds title shall be the sole responsibility of that Party.

Common Terms and Agreements

4. Insurance.

- a. Each Party shall provide and maintain in full force while this agreement is in effect (i) Public Liability and property damage insurance from a reliable insurance company authorized to transact business in Arizona in an amount of not less than \$1,000,000 for bodily injury or death or property damage, one occurrence, and (ii) workers' compensation insurance as required by Arizona law. Public liability and property damage insurance shall list the other Party as an additional insured.
- b. Each Party shall provide proof of such insurance on an annual basis, and within thirty (30) days after each Party renews its insurance coverage.
- c. Either Party that obtains knowledge of any injury, loss, damage or claim arising out of the use of the facilities which may subject the other Party to any liability shall immediately give written notice of such possible claim to the other Party.
- d. In the event that a claim is made against either or both Parties to this Agreement and both Parties have obtained insurance coverage from an insurance company, the primary insurance shall be that of the Party who was assigned the use of the facilities at the time of the event giving rise to such claim, absent a showing that the damage to property or injury to or death of person(s) arose out of the sole act, omission or negligence of the other Party or its departments, officers, employees and/or agents.

5. Indemnification. To the extent permitted by law, the City agrees to indemnify, save and hold harmless the District from any loss, claims or damages that may arise during, or be caused in any way by, the City's use of District Facilities. To the extent permitted by law, the District agrees to indemnify, save and hold harmless the city from any loss, claims or damages that may arise during, or be caused in any way by, the District's use of City Facilities.

6. Duration of Agreement. This Agreement shall be effective upon approval by both City's Mayor and the Council, and District's Governing Board. This Agreement shall remain in effect until terminated pursuant to the provisions provided hereunder, otherwise this Agreement shall be for three (3) years duration from the effective date of this Agreement, and will continue unless canceled in writing by the Parties. If the duration of this Agreement is found to be unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate.

7. Default, Breach, Remedies and Termination. This Agreement may be terminated by either party if in its judgment such action is necessary due to: 1) funding; 2) statutory changes; 3) failure to perform; or 4) non-compliance with this Agreement. If either Party fails to perform any of its obligations under this Agreement or fails to comply with the terms of this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default. Failure to timely cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law. Termination may otherwise occur by either party providing written notice to the other party ninety (90) days prior to the effective date of termination.

- 8. Disposition of Property.** Upon termination of this Agreement for any reason, District shall retain all property to which it holds title, including improvements, and City shall retain all property to which it holds title, including improvements.
- 9. Assignment and Delegation Prohibited.** Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.
- 10. No Third Party Beneficiaries.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-Party and do not intend to create any third Party beneficiaries to this Agreement.
- 11. Notices.** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:
- If to City: City of Maricopa
 Attn: City Manager
 39700 Civic Center Plaza
 Maricopa, AZ 85138
- If to District: Maricopa Unified School District No. 20
 Attn: Facilities Manager
 45012 West Honeycutt Avenue
 Maricopa, AZ 85139
- 12. Amendment to Agreement.** This Agreement may be amended from time to time by written agreement of both Parties.
- 13. Waiver of Terms and Conditions.** The failure of City or District to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right of privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- 14. Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.
- 15. Governing Law and Venue.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. If there is a dispute that is subject to the mandatory provisions of ARS 12-133, the parties shall submit the matter to non-binding arbitration. In the event either party shall bring suit to enforce any term or condition in this Agreement, it is mutually agreed that the prevailing Party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

16. Entire Agreement. This Agreement and any attachments represents the entire Agreement between City and District and supersedes all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

17. Non-Discrimination. Both parties shall comply with all applicable State and Federal employment laws, rules, and regulations including the Americans with Disabilities Act and Executive Order 2009-09, which requires that all persons shall have equal access to employment opportunities regardless of race, color, religion, sex, age, national origin or political affiliation.

18. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

19. Conflicts of Interest. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

20. Retention of Records. The Parties shall retain, and shall retain all records recording performance of this Agreement for a period of five (5) years after completion of the Agreement and to make such documents open to inspection and audit at reasonable times.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

MARICOPA UNIFIED SCHOOL
DISTRICT No. 20

CITY OF MARICOPA

By _____
Board President

By _____
Mayor

ATTEST:

ATTEST:

Superintendent

City Clerk

APPROVED:

APPROVED:

Attorney
For the Maricopa Unified School District No. 20

Denis M. Fitzgibbons, City Attorney

Appendix One

A. Requested 12 Month Facility Usage by Maricopa Unified School District

MUSD does not have any requests at this time.

B. Method and Rate of Compensation for use of MUSD Facilities

METHOD: Compensation as set by IGA section 2(I)

Fee Schedule for Class III*

*5% increase in fees will be assessed beginning 7/1/15.

Facility	Class III
Classroom-Standard	\$2.25 per hour
	\$13.50 per day
Computer lab/specialized	\$27.60 per hour
	\$165.60 per day
H.S. Lecture Hall	\$22.05 per hour
	\$132.30 per day
Gymnasium-Primary	\$16.55 per hour
	\$99.30 per day
Gymnasium-Secondary	\$22.05 per hour
	\$132.30 per day
Cafeteria and kitchen *	\$13.80 per hour
MPR	\$82.80 per day
Cafeteria only (MPR)	\$11.05 per hour
	\$66.30 per day
MPR – Middle School	\$16.55 per hour
	\$99.30 per day
MPR – High School	\$22.05 per hour
	\$132.30 per day
MHS stadium w/o lights	\$73.50 per hour
	\$441.00 per day
Stadium lights	\$27.60 per hour
Base/Softball field w/o lights	\$5.50 per hour
	\$33.00 per day
Field lights	\$27.60 per hour
Middle School Playfields	\$2.25 per hour
	\$13.50 per day
Parking Lot Lights	\$11.00 per hour
Custodial Fees M – F	\$17.65 per hour
Saturday	\$23.75 per hour
Sunday	\$31.00 per hour
Non - school Mon – Sat	\$23.75 per hour

Performing Arts Center (PAC)

Stage/Auditorium/Lobby/Ticket Booth/Concession Area

Lights/speakers/	\$88.20 per hour
Rigging/sound and Light boards, chairs	\$504.00 per day
With projectors (three in auditorium)	\$2.25 per hour \$13.50 per day

Black Box Theater

Lights/speakers/	\$22.05 per hour
Rigging/sound and Light boards, chairs	\$132.30 per day

PAC Classroom

\$4.50 per hour
\$27.00 per day

Make Up Room

\$4.50 per hour
\$27.00 per day

Theatre Tech Fees

\$41.00 per hour

Additional Fees:

- Peak months are May through September. An additional fee will be charged at the rate of 11% of the base room/facility fee to cover increase utility costs.
- All groups will be charged an application fee of twenty dollars (\$20).
- A food service worker will be required to be present if the kitchen is included in the rental.
- A member of the district staff must be present during use of the football stadium. A fee will be charged on a case by case basis.
- A District staff worker will be required to open and close facility. If no one is on duty, an additional fee may be charged.

C. Requested 12 Month Facility Usage by the City of Maricopa

- Summer Basketball League; 7 weeks, 5 evenings a week practice, Saturday Game days, 2 Locations in Muti-Purpose Rooms/ Gym
- Summer Volley Ball League; 7 weeks, 5 evenings a week practice, Saturday Game days, 2 Locations in Muti-Purpose Rooms/Gyms
- Winter Basketball League; 4 weeks, 5 evenings a week practice, Saturday Game days, 2 Locations in Muti-Purpose Rooms/Gym
- Winter Volley Ball League; 4 weeks, 5 evenings a week practice, Saturday Game days, 2 Locations in Muti-Purpose Rooms/Gyms
- Camp Sol Summer Camp 4 weeks 4 days a week 1 location Classroom

D. Method and Rate of Compensation for use of City Facilities

COMMUNITY SERVICES DEPARTMENT FEE SCHEDULES

City of Maricopa Recreation Fees 2014

Program Type	Resident	Non Resident
Adaptive	\$45-\$60	\$57-\$70
Adult Enrichment 1 Class	\$20-\$60	\$25-\$70
Adult Enrichment Ongoing	\$30-\$115	\$38-\$127
Adult Sports	\$20-\$65	\$25-\$69
Adult Sport Leagues	\$150-\$665	\$165-\$732
Red Cross Courses	\$50-\$150	\$63-\$165
Aquatic Programs	\$42-\$85	\$53-\$97
Fitness Preregistered Classes	\$35-\$55	\$44-\$64
Fitness Drop In	Daily Fee or Free With Copper Sky Membership	
Preschool	\$20-\$140	\$25-\$154
Senior	\$6-\$50	\$8-\$63
Teens	\$10-\$80	\$13-\$92
Youth Sports Leagues	\$50-\$80	\$63-\$92
Youth Enrichment	\$15-\$80	\$19-\$92
Camps	\$40-\$130	\$50-\$143
Playtime/Open Gym	Daily Fee or Free With Copper Sky Membership	
Special Events	\$1-\$125	\$7-\$138

Special Event Fees

Food Vendors	\$100-\$400
Business Vendors	\$75-\$250
Election Booth	\$75-\$150
Electrical Costs	\$25-\$50
Community Performing Groups	\$15-\$30
Festival Cooking Contestants	Up to \$50
Miscellaneous charges i.e. rides, parking	\$1-\$15
Reserving room at the Multigenerational Center	\$100-\$200

Park Rental Fees

Facility	Resident	Non-Resident
Small Ramada	\$10 an hour (2hr minimum)	\$12.50 an hour (2hr minimum)
Group Ramada	\$50 an hour (2hr minimum)	\$62.50 an hour (2hr minimum)
Great Lawn	\$50 an hour (2 hr minimum)	\$62.50 an hour (2hr minimum)
Field Prep	\$125	\$137.50
Home Run Fencing	\$125 per occurrence/per field with \$200 deposit	\$137.50 per occurrence/per field with \$200 deposit
Bases Permit	\$5 per day	\$6.25 per day
Small Parking Lot	\$150 per day	\$165 per day
Large Parking Lot	\$500 per day	\$625.00 per day
Dog Park	\$50 an hour/\$500 maximum	\$62.50 an hour/\$625.00 maximum
Skate Park	\$100 an hour/\$1,000 maximum	\$125 an hour/\$1,250 maximum

DG Path	\$100 an hour/\$1,000 maximum	\$125 an hour/\$1,250 maximum
Copper Sky Lake	\$100 an hour with Great Lawn or Group Ramada rental	\$125 an hour with Great Lawn or Group Ramada rental
Pacana Park Lake	\$100 an hour with Small Ramada rental/\$1,000 maximum	\$125 an hour with Small Ramada rental/\$1,250 maximum
Pacana Park Concession Stand	\$10 an hour with \$100 deposit	\$12.50 an hour with \$100 deposit
Bounce House Permit	\$25 per house	\$37.50 per house
Mobile Stage	\$300 per day with \$500 deposit	\$375 per day with \$625 deposit
Additional Staff Time	\$35 per hour	\$35 per hour

Field & Court Fees

Field or Court	Youth Resident	Adult Resident	Youth Non-Resident	Adult Non-Resident
Multi-purpose	\$5-\$15 per hour	\$10-\$20 per hour	\$6.25-\$18.75 per hour	\$12.50-\$25 per hour
Softball	\$5-\$15 per hour	\$10-\$20 per hour	\$6.25-\$18.75 per hour	\$12.50-\$25 per hour
Baseball	\$5-\$15 per hour	\$10-\$20 per hour	\$6.25-\$18.75 per hour	\$12.50-\$25 per hour
Lights	\$15-\$25 per hour	\$20-\$37 per hour	\$18.75-\$31.25 per hour	\$25-\$46.25 per hour
Courts	\$5 per hour	\$7 per hour	\$6.25 per hour	\$8.75 per hour

Copa Center Facility Fees

Rental Fees	Class A	Class B	Class C	Deposit
	Senior Groups	Non-Profits	All Other Uses	
Room Rental	\$10 per hour	\$20 per hour	\$30 per hour	\$100.00

METHOD: Usage and Compensation as set by IGA

Appendix Two



FACILITY USE CHECK LIST

DATE _____
 SITE _____
 USER _____

	Pre Program	Initial	Post Program	Initial
Bathrooms	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Hallways	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Stage	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Flooring	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Furniture	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Misc.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Staff Signature _____ Printed Name _____
 Renter Signature _____ Printed Name _____