

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF MARICOPA AND THE  
MARICOPA UNIFIED SCHOOL DISTRICT  
FOR JOINT USE OF FACILITIES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made this 24th day of July, 2024, by and between the Maricopa Unified School District #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; and

WHEREAS, the Parties entered into an Intergovernmental Agreement ("IGA") on August 1, 2023, which replaced any and all prior IGAs between the Parties for School Resource Officers ("SRO") and the joint use of facilities; and

WHEREAS, the Parties now desire to enter into an agreement separate and distinct from one another as they relate to SROs and the joint use of facilities; and

WHEREAS, this Agreement shall replace any and all prior agreements, not including the IGA entered into on August 1, 2023, between the Parties for joint use of facilities.

**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:

**1. Purpose.** 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 any space available for reservation as determined by District administrative staff.
2. "City Facilities" will include any space available for reservation operated by the City as determined by City staff.
3. Host Party shall allow the use of their facilities for sporting, civic, arts, and educational events sponsored by the Guest Party ("Scheduled Events").
4. 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.
5. District shall be subject to all City Codes, policies, ordinances and regulations prescribed by City Council for the use of City Facilities except as amended by this Agreement.
6. Guest Party shall not interfere with or disrupt the normal operations of Host Party.
7. In no event shall Host Party facilities be used by the Guest Party for third party fundraising activities.
8. City shall permit District the use of its facilities at the established Youth Resident & Non-Profit rates. City shall permit District the use of the Pool at the rates established in Exhibit A. District shall permit the use of its facilities at the Class III established rates, as referenced in the District's Facilities Use Policy Manual.

### B. Scheduling Events:

1. District agrees to use the City's standard reservation and approval process to schedule reservations at the Facilities and will receive the highest level of priority other than City use. City agrees to use the District's standard reservation and approval process to schedule reservations at the Facilities and will receive the highest level of priority other than District use. City may also request Facility use from District up to 6 months in advance.
2. All efforts will be made to maintain consistency in time, date, and location of each Parties repetitive events.

3. 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.
4. 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 will make a reasonable effort to relocate the City's 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 that conflicts with the District event, the City will notify the District at the earliest opportunity and will make a reasonable effort to relocate the District's 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 both 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. 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, unless approved by City and District.

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.

F. 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 prior to the guest party leaving the facility. Costs shall be established by 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.

G. Parties Staffing Responsibility:

1. Host Parties' staff shall meet to open the Host Party facilities at the stated and approved time on the reservation. Any setup time and cleanup time for the Guest Party's event should be included in the initial reservation request made by the Guest Party. Guest Party staff will maintain radio and/or cell communication with a designated Host Party staff at all times. The City and District may delegate these responsibilities as deemed appropriate.
2. Guest Party is responsible for additional staffing costs associated with the rental, and maintaining order at the Scheduled Event in the Host Party facilities. Examples include, but are not limited to, the usage of City aquatics facilities requiring the utilization of a City lifeguard(s) at a ratio to be determined by the City and the usage of the District's theater/performing arts center requiring the utilization of a theater sound/lights technician. Any costs associated with these necessary staffing services shall be provided to the Guest Party in advance.

H. Facility Usage Compensation:

1. Parties shall waive any outstanding balance of fees for rentals which occurred prior to execution of this Agreement. Any reservations occurring on, or after execution of this Agreement, shall be charged as outlined in 2(H) of this Agreement, including reservations that have already been requested.
2. City shall permit District the use of their facilities at the established Youth Resident & Non-Profit rates. City shall permit District the use of the Pool at the rates established in Exhibit A. Exhibit A may be revised during each renewal term, provided that thirty (30) days' notice is provided to MUSD prior to the extension of this Agreement. District shall permit the use of their facilities at the Class III established rates.
3. Parties will include a cost estimate as part of the initial reservation permit.
4. Each Party is responsible for issuing monthly invoices, based on prior month usage, to the other party on the first of the month or next business day if it falls on a weekend or holiday.

Each Party will have two weeks upon receipt of invoice to review and remit payment for the reservations.

**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.

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. Compliance with Concussion Protocols.** Pursuant to A.R.S. § 15-341 (A) (24) (b), Guest Party shall comply with the concussion guidelines and protocols required by law.

**6. 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.

**7. 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 of 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.

**8. 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 for any reason by either party providing written notice to the other party ninety (90) days prior to the effective date of termination.

**9. 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.

**10. 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.

**11. 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.

**12. 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  
Attn: Facilities Manager  
45012 West Honeycutt Avenue  
Maricopa, AZ 85139

**13. Amendment to Agreement.** This Agreement may be amended from time to time by written agreement of both Parties.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Uncontrollable Events.** No Party will be in default of this IGA if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A

Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event will exercise due diligence to remove such inability with all reasonable dispatch.

22. **Counterparts.** This IGA may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.



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.


**For City:**

By: \_\_\_\_\_

Nancy Smith, Mayor

Date: \_\_\_\_\_

**For DISTRICT:**

By:  \_\_\_\_\_

Robert Downey, Board President


Date: 7-24-24

**ATTEST:**

By: \_\_\_\_\_

Vanessa Bueras, MMC  
City Clerk

**ATTEST:**

By:  \_\_\_\_\_

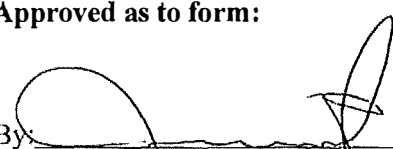
Clerk of the MUSD Board

**Approved as to form:**

By: \_\_\_\_\_

Denis M. Fitzgibbons  
City Attorney

**Approved as to form:**

By:  \_\_\_\_\_

Jim Mitchell, Deputy County Attorney  
Attorney for District

### Exhibit A

Area	Resident	Deposit
<b>Lap Lane (Maximum of 6 Lanes)</b>	\$4/Hour/Lane	\$0
<b>Competitive Pool</b>	<b>First Hour</b> <b>Each Additional Hour</b>	
<ul style="list-style-type: none"> <li>• Up to 25 Patrons (two lifeguards)</li> </ul>	\$150 / 1 <sup>st</sup> Hour \$90 / Each Additional Hour	\$200
<ul style="list-style-type: none"> <li>• 25 – 75 Patrons (three lifeguards)</li> </ul>	\$170 / 1 <sup>st</sup> Hour \$110 / Each Additional Hour	\$200
<ul style="list-style-type: none"> <li>• 75 + Patrons (four lifeguards)</li> </ul>	\$190 / 1 <sup>st</sup> Hour \$130 / Each Additional Hour	\$200
<b>Aquatic Center Rental</b> – Includes competition pool and leisure pool warm/up cool down. Slide, rock wall, and lazy river are not included.	<b>First Hour</b> <b>Each Additional Hour</b>	
<ul style="list-style-type: none"> <li>• Up to 100 Patrons (seven lifeguards)</li> </ul>	\$295 / 1 <sup>st</sup> Hour \$245 / Each Additional Hour	\$200
<ul style="list-style-type: none"> <li>• 100+ Patrons (eight lifeguards)</li> </ul>	\$305 / 1 <sup>st</sup> Hour \$265 / Each Additional Hour	\$200

\* Patrons on deck are counted towards total patron number for rental purposes