

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHANDLER
AND
CHANDLER UNIFIED SCHOOL DISTRICT NO. 80**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the CITY OF CHANDLER, an Arizona municipal corporation (“**City**”), and CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, a political subdivision of the State of Arizona located in Maricopa County (“**District**”). City and District are referred to collectively in this Agreement as “Parties” and each may be referred to individually as a “Party.”

RECITALS

A. Arizona Revised Statutes §§ 11-951 through 11-954 authorize the Parties to enter into this Agreement.

B. The Chandler City Council has passed and adopted a resolution authorizing the Mayor of the City of Chandler to execute this Agreement on behalf of City.

C. District’s governing board authorizes the District Superintendent to execute this Agreement on behalf of District.

D. The Parties have for many years and wish to continue to collaborate and provide mutual assistance where possible to provide services and facilities to the Chandler community.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Agreement, including without limitation the Recitals, the Parties agree as follows:

AGREEMENT

1. Fees.

1.1 For District development projects, the City agrees, where permitted by Arizona law, to:

1.1.1 Waive fees related to General Fund plan review.

1.1.2 Waive fees related to building permit issuance, excluding development impact fees and water/wastewater meters.

1.1.3 Waive fees related to building inspections.

1.2 For City use of District facilities, District agrees to:

1.2.1 Waive school facility use rental fees, including related utilities, for rental of all District facilities.

1.2.2 Waive fees related to school facility use for District personnel (support staff, custodial, AV support, etc.), equipment.

1.3 For District use of City facilities, City agrees to:

1.3.1 Waive fees related to District-sponsored programs and events.

2. Lights.

2.1 The City agrees to:

2.1.1 Maintain and repair city-installed outdoor field/amenity lighting located on school grounds as identified in Exhibit “A” attached hereto and as may be amended from time to time.

2.1.2 Work collaboratively with District to identify future sites for installation of lighting where partnerships are mutually beneficial.

2.2 District agrees to:

2.2.1 Maintain and repair district-installed outdoor field/amenity lighting located on school grounds.

2.2.2 Provide and fund operational utility services on existing lighted sites and potential future District sites.

3. Facilities Use and Priority Scheduling.

3.1.1 The City agrees to make available at no charge to the District those park facilities that can be used for recreational/educational programs and other community activities in second priority to City use.

3.1.2 The District agrees to make available at no charge to the City those school facilities that can be used for recreational and other community activities in second priority to District use.

3.1.3 The respective owner of the facility will be responsible for ordinary maintenance. Any special maintenance needed for a particular event will be performed by the party using the facility.

- 3.1.4 Any City use of District facilities during the school year must occur outside of the normal school operating hours and cannot interfere or conflict with any District or school functions.
- 3.1.5 Each party is responsible for the protection of the facilities and the safety of any participants while using the other party's facilities.
- 3.1.6 Each party is responsible for any damage beyond normal wear and tear resulting to the other party's facilities during use.
- 3.1.7 Each party will work in collaboration to establish facility schedules that afford the most advanced planning as feasibly possible. (ex. Early planning for programming and public notice needs).
- 3.1.8 The City will coordinate and schedule the use of City-installed lights on school grounds.
- 3.1.9 District will make available a school campus location for a four- to five-week Adaptive Recreation Summer Camp during the summer break as determined by the District's applicable school calendar.

4. Public Notice and Communications

- 4.1.1 Parties may, in collaboration, work to provide improved public education and communications pertaining to events, programs, public meetings, City and District initiatives, etc. by sharing appropriate resources, tools, and platforms.

5. Administrative Scopes of Work (SOW) Agreements

- 5.1.1 When administratively deemed appropriate, parties may establish supplemental SOW to further clarify or define specifics related to a project, program, or facility schedule as governed by this IGA. (See Exhibit B for example framework.)
- 5.1.2 SOW will be reviewed at least annually and authorized by the City Manager and District Superintendent or authorized delegates.

6. Term. The term of this Agreement shall commence on the Effective Date be effective for a period of five (5) years and may be renewed for successive five (5) year periods upon approval of the parties' respective governing bodies unless sooner terminated.

7. Cancellation. Either Party may cancel this Agreement upon sixty (60) days' written notice to the other Party as provided for herein.

8. Notices. Unless otherwise specifically provided in this Agreement, or unless written notice of a change of address has been previously given under this Section, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (A) personal delivery, (B) delivery by a recognized overnight courier (e.g., FedEx, UPS) for next business day delivery, or (C) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To City: Community Services Director
City of Chandler
P. O. Box 4008
Mail Stop 500
Chandler, AZ 85244-4008
Phone: (480) 782-2707

To District: Chandler Unified School District #80
Attn: Chief Financial Officer
1525 West Frye Road
Chandler, Arizona 85224

Phone: (480) 812-7660

9. Disputes. Arizona law shall govern this Agreement and any dispute arising out of this Agreement. The Parties agree to engage in good faith negotiation and/or mediation in an effort to resolve all disputes prior to initiating any formal enforcement action.

10. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

11. Indemnification. City and District (each as an “Indemnitor”) agree to indemnify, defend, and hold harmless the other Party (each as an “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, or contractors. The extent of the indemnity contained in this paragraph is limited to those Claims that arise out of or are related to the subject matter of this Agreement.

12. Severability. In the event that any provision or portion of this IGA is held invalid, illegal, or unenforceable, such provision or portion shall be severed from this IGA and shall have no effect on the remaining provisions, which shall remain in full force and effect.

13. Failure to Enforce. The failure to exercise any right, power or privilege under this Agreement will not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

14. Amendments. This Agreement constitutes the entire Agreement between the Parties and may not be changed, modified, or amended, except in writing, signed by all Parties.

15. Non-discrimination. In carrying out the terms of this IGA, the Parties agree to comply with Executive 2009-09 prohibiting discrimination in employment, the provisions of which are incorporated by reference.

16. Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2024.

CITY OF CHANDLER

**CHANDLER UNIFIED SCHOOL
DISTRICT NO. 80**

By _____
Mayor Kevin Hartke

By _____
District Superintendent

ATTEST:

ATTEST:

By _____
City Clerk

By _____
Clerk of the Board

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between Chandler Unified School District No. 80 and the City of Chandler, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the other Parties to enter into this Agreement.

DATED this _____ day of _____, 2024.

Kelly Y. Schwab
Chandler City Attorney

DMG

APPROVAL OF CHANDLER UNIFIED SCHOOL DISTRICT COUNSEL

Pursuant to Arizona Revised Statute § 11-952, I have reviewed the foregoing intergovernmental agreement between Chandler Unified School District No. 80 and the City of Chandler, and declare this Agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

No opinion is expressed as to the authority of the other Parties to enter into this Agreement.

DATED this _____ day of _____, 2024.

Sims Mackin, Ltd

By _____
Kristin Mackin
Counsel for Chandler Unified School
District

EXHIBIT “A”

City Installed Lighting at CUSD Grounds

School Site	Address	Amenity	Install Year
Andersen Jr. High	1255 N Dobson Rd, Chandler, AZ 85224	Tennis Courts 2 diamond fields	1990
Bogle Jr. High	1600 W Queen Creek Rd, Chandler, AZ 85248	4 diamond fields	1993

EXHIBIT “B”

SAMPLE SCOPE OF WORK

ADMINISTRATIVE SCOPE OF WORK AGREEMENT
CHANDLER UNIFIED SCHOOL DISTRICT & CITY OF CHANDLER

This **Administrative Scope of Work Agreement** ("SOW") is issued pursuant to the _____, 2024 Intergovernmental Agreement between the **City of Chandler** ("CoC") and the **Chandler Unified School District** ("CUSD"), collectively the "Parties", and is effective as of the date of last signature on the signature page below ("Effective Date").

This SOW applies to: _____.

1. **Project Scope.** Parties will use all reasonable efforts to perform the services as specified in the Exhibits that follow and accompanying documents, which outline the specific tasks, deliverables, and general processes.
2. **Estimated Cost.** Identify the approximate market cost for the project, program, or facility use. This section is only used for internal review and record. The IGA intends to afford for equitable value exchange between CUSD and Chandler.
3. **Project/Program/Facility Use Duration.** The project will commence as of the Effective Date of the SOW and will conclude on _____.
4. **Final Project Deliverables.**
 - a.
 - b.
 - c.
5. **Tentative/Typical Project Milestones.** Where appropriate a timeline is applicable.

Week	Project Activity/Milestones
Week 1 – 3	
Week 3 – 5	
Week 7 – 10	
Week 11 – 12	
Week 12 – 13	

All timelines set forth in this SOW are tentative and subject to change

6. **Key Personnel and Administration of the Project.** The following personnel will serve as the respective points of contact for this project. The Parties agree that the day-to-day administration of the Project will be the joint responsibility of CoC and CUSD.
 - a. **CoC Personnel**
NAME, EMAIL, PHONE

Responsibilities:
 -
 -
 -
 - b. **CUSD Personnel**
NAME, EMAIL, PHONE

Responsibilities:
 -
 -
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BY SIGNATURE BELOW, BOTH PARTIES have executed this Scope of Work Agreement to be effective as of _____.

CITY OF CHANDLER By _____ City Manager	CHANDLER UNIFIED SCHOOL DISTRICT NO. 80 By _____ District Superintendent
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