

Intergovernmental Agreement
for the
Joint Use of Desert Edge High School Facilities and City Recreation Campus Facilities

This Intergovernmental Agreement for the Joint Use of Desert Edge High School Facilities and City Recreation Campus Facilities ("Agreement") is made and entered into this 24 day of September, 2021 by and between the City of Goodyear, Arizona, an Arizona municipal corporation ("City"), and the Agua Fria Union High School District No. 216 of Maricopa County, a political subdivision of the State of Arizona ("District"), individually referred to as a ("Party") and collectively referred to as the ("Parties").

RECITALS

WHEREAS, the City and the District are authorized to enter into Intergovernmental Agreements for services or for the exercise of joint or common powers, pursuant to Arizona Revised Statutes § 11-951 et seq.; and

WHEREAS, the City is further authorized to enter into such Agreements pursuant to the provisions contained in Section 3 of Article I of the City Charter; and

WHEREAS, the District is further authorized to enter into such Agreements pursuant to the provisions of Arizona Revised Statutes § 11-952, § 15-342 (13) and § 15-364; and

WHEREAS, the City and the District have determined that the joint use of the City's new Recreational Campus Facilities and the adjacent Desert Edge High School Facilities will be mutually beneficial to the general public/citizens served by City and by the District.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. Definitions

a. City Recreational Campus Facilities: "City Recreational Campus Facilities" means the facilities described, shown and/or detailed in **Exhibit A**, attached hereto and made a part hereof.

b. Desert Edge High School Facilities: "Desert Edge High School Facilities" means the facilities described, shown and/or detailed in **Exhibit B**, attached hereto and made a part hereof.

2. Purpose The purpose of this Agreement is to provide for the joint use of City Recreational Campus Facilities and Desert Edge High School Facilities.

3. Joint Use Each party will make its facilities for use by the other Party on a first priority basis after the scheduling requirements for its own programs have been met. A description of each Party's facilities are availability for joint use programming under this Agreement are identified in Exhibit A and B. On an annual basis a designated City representative, District Office representative and designated Desert Edge High School representative shall meet to review and maximize benefits to both Parties.

4. Hours of Operation The City will have the ability to use available Desert Edge High School Facilities as outlined in Exhibit B. Desert Edge High School has priority use of its Facilities. After Desert Edge High School's needs are satisfied, the Facilities will be made available for City recreational activities. Per this Agreement, the City has second priority for Desert Edge High School Facilities, after school needs are met. Desert Edge High School will have the ability to use City Recreational Campus Facilities as outlined in Exhibit A. The City has priority use of its Facilities. After the City's needs are satisfied, the Facilities will be made available for Desert Edge High School activities. Per this Agreement, Desert Edge High School has second priority for City Facilities, after the City's needs are met.

5. User Responsibility The City shall be responsible for staffing, controlling and supervising the use of any of the City Recreational Campus Facilities. The District shall be responsible for staffing, controlling and supervising the use of any of the Desert Edge High School Facilities.

6. Fees. Neither party shall charge user fees to the other Party for use of the Facilities; however, each Party may assess fees to the other Party for staffing and/or unique facility requirements.

7. Indemnification To the extent permitted by law, each of the Parties hereto agrees to indemnify, save and hold harmless each other from any loss, claims or damages to the extent caused by their (including their invitees) respective negligent act or omission, including reasonable attorneys' fees incurred in the defense of any such claims or damages.

8. Insurance Each party will obtain at its expense such public liability insurance as reasonably necessary to protect against claims, losses, or judgments that might result from the negligent acts or omissions of the District, City, their agents, employees, or invitees.

9. Term This Agreement shall become effective in the manner approved by law and shall remain in effect until terminated pursuant to the provisions provided hereunder. This Agreement may be terminated by either Party with or without cause upon ninety (90) days written notice.

10. Disposition of Property The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement; however, to the extent such disposition is necessary, property shall be returned to its original owner.

11. Manner of Financing The parties will finance their obligations under this agreement through their respective M&O and capital budgets and through any available grant funding.

12. Amendment to Agreement This Agreement and or its Exhibits may be amended from time to time by written agreement of both Parties.

13. Severability In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of this Agreement.

14. Employment Status Except as otherwise provided by law, in the performance of duties and activities under this Agreement, all parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

15. Workers' Compensation An employee of either party shall be deemed to be an "employee" of both public agencies while performing work pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23- 1022.

16. Non-Discrimination The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act.

17. Conflict of Interest This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

18. Modification No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

19. Captions The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement, and are not to be used to construe or otherwise interpret this Agreement.

20. Jurisdiction This Agreement shall be deemed to be made under, and will be construed in accordance with, and governed by the laws of the State of Arizona.

21. Non-Waiver The failure of either party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

22. Third Party Beneficiaries This Agreement is not intended to and will not be construed to give any rights or benefits under this Agreement to anyone other than the City and the District. All duties, obligations, and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the City and the District and not for the benefit of any other person(s) or entities.

23. Fingerprinting Requirements The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted.

24. Failure of the Legislature to appropriate If the either Party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then either Party may provide written notice of this to the other Party and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond the control of both Parties.

25. Compliance with Immigration Laws To the extent applicable under A.R.S. § 41 4401, each party warrants compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Either party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

26. Survival All warranties, representations, and promises of indemnification by Parties will survive the completion and/or termination of this Agreement.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

28. No Amendment to Other Existing Agreements between the Parties. The Parties acknowledge and agree that this Agreement is not intended to and shall not amend, change and/or modify any obligations, rights and/or terms of any other agreements between the Parties.

29. Notices. Unless otherwise provided herein, demands under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:	City of Goodyear Attn: City Manager 190 N. Litchfield Road Goodyear, AZ 85338
To District:	Agua Fria Union High School District Attn: Superintendent 1481 N. Eliseo Felix Jr. Way Avondale, AZ 85323

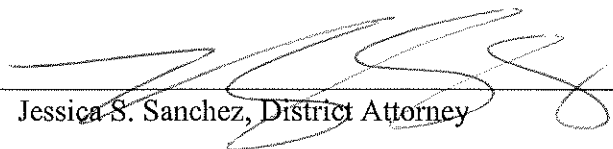
IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement for the Joint Use of Desert Edge High School Facilities and City Recreation Campus Facilities:

[SIGNATURE PAGES FOLLOW]

Agua Fria Union High School District No. 216 of Maricopa County, a political subdivision of the State of Arizona

By: 
Vickie Landis, Governing Board President

Approved as to Form:


Jessica S. Sanchez, District Attorney

City of Goodyear, Arizona,
an Arizona municipal corporation

By: _____
Julie Karins, City Manager

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibit A

City Recreational Campus Facilities

Goodyear Recreational Campus
420 South Estrella Parkway
Goodyear, AZ 85338
623-882-7525

Facilities: Recreation Center, Aquatic Center, Parking Lots, Ramadas, Courts and Fields.

Exhibit B

Desert Edge High School Facilities

Desert Edge High School
15778 W Yuma Road
Goodyear, AZ 85338
623-932-7500

Facilities: Classrooms, Gymnasium, Parking Lots, Cafeteria, Performing Arts Center and Fields.