

	CITY OF GOODYEAR		Parks & Recreation Department 420 S. Estrella Parkway Goodyear, AZ 85338 Phone: (623) 882-7525 Email: gyrec@goodyearaz.gov
	JOINT USE AGREEMENT FOR THE TRIVIUM PREPARATORY ACADEMY FACILITIES AND THE CITY RECREATION CAMPUS FACILITIES		
	CONTRACT NO. -		

This Joint Use Agreement for the Trivium Preparatory Academy Facilities and the City Recreation Campus Facilities (“Agreement”) by and between the City of Goodyear, Arizona, an Arizona municipal corporation (“City”), and Trivium Preparatory Academy, an Arizona non-profit corporation (“Trivium”), individually referred to as a (“Party”) and collectively referred to as the (“Parties”).

RECITALS

WHEREAS, the City and the Trivium have determined that the joint use of the City’s new Recreational Campus Facilities and the nearby Trivium Preparatory Academy Facilities will be mutually beneficial to the general public/citizens served by the City and served by Trivium.

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. Trivium Preparatory Academy Facilities: “Trivium Preparatory Academy 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 the City Recreational Campus Facilities and the Trivium Preparatory Academy Facilities.

3. Joint Use Each Party will make its facilities available for use by the other Party on a priority basis after the scheduling requirements for its own programs have been met and after the scheduling requirements for other joint use programs, including other contractual obligations of each Party, have been considered. A description of each Party’s facilities available for joint use programming under this Agreement are identified in Exhibits A and B. On an annual basis, a designated City representative and a designated Trivium representative shall meet to review and maximize the joint use programming benefits provided by the Agreement.

4. Hours of Operation When available, the City will have the ability to use available Trivium Preparatory Academy Facilities outlined in Exhibit B. When available, Trivium will have the ability to use available City Recreational Campus Facilities outlined in Exhibit A.

5. User Responsibility Each Party shall be responsible for staffing, controlling and supervising the use of the other Party's facility.

6. Fees Neither Party shall charge user fees to the other Party for use of the other Party's 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 respective negligent acts or omissions, including reasonable attorneys' fees incurred in the defense of any such claims or damages.

8. Insurance Each Party will obtain at its own expense such liability insurance as reasonably necessary to protect against claims, losses, or judgments that might result from their respective negligent acts or omissions.

9. Term This Agreement shall become after the last party executes this Agreement 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 thirty (30) days written notice.

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

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

12. 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.

13. 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 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 Trivium. All duties, obligations, and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the City and Trivium and not for the benefit of any other person(s) or entities.

21. 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).

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

23. 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.

24. 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.

25. 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 1900 North Civic Square Goodyear, AZ 85395
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To Trivium:	Trivium Preparatory Academy Attn: Director of Athletics 2001 North Bullard Avenue Goodyear, AZ 85395
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IN WITNESS WHEREOF, the Parties hereto have executed this Joint Use Agreement for the Trivium Preparatory Academy Facilities and the City Recreation Campus Facilities:

Trivium Preparatory Academy,
an Arizona non-profit corporation

By: Kath Wain

Its: Athletic Director

Date: 8/10/22

By: [Signature]

Its: Headmaster

Date: 08/22/22

City of Goodyear, Arizona,
an Arizona municipal corporation

By: _____
Julie Karins, City Manager

Date: _____

Approved as to Form:

By: _____
Roric Massey, City Attorney

Attest:

By: _____
Darcie McCracken, City Clerk

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.

Hours of Operations: The recreation campus park hours are daily 6:00 a.m. – 10:00 p.m. and the Goodyear Recreation Center hours are Monday through Friday from 6:00 a.m. – 9:00 p.m., Saturday from 8:00 a.m. – 6:00 p.m., and Sundays from 11:00 a.m. – 5:00 p.m.

Exhibit B

Trivium Preparatory Academy Facilities

Trivium Preparatory Academy
2001 North Bullard Avenue
Goodyear, AZ 85395
(623) 866-4730

Facilities: Classrooms, Gymnasium, Parking Lots.

Hours of Operations: Monday through Friday from 7:30 a.m. – 3:30 p.m.