

INTERGOVERNMENTAL AGREEMENT
FOR THE JOINT USE OF
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FACILITIES
AND CITY OF GOODYEAR RECREATIONAL FACILITIES

This Intergovernmental Agreement for the Joint Use of Agua Fria Union High School District No. 216 Facilities and City of Goodyear Recreational Facilities is made and entered this _____ day of _____ by and between the City of Goodyear, an Arizona municipal corporation (the "City"), and the Agua Fria Union High School District No. 216 of Maricopa County a political subdivision of the State of Arizona (the "District"). The City and the District are sometimes referred to individually as a "Party" and collectively 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 certain City recreational facilities and facilities in certain high schools located within the city of Goodyear and operated by the District will be mutually beneficial to the general public/citizens served by City and by the District; and

WHEREAS, the City and the District entered into that certain document dated September 8, 2021 titled Intergovernmental Agreement for the Joint Use of Desert Edge High School Facilities and City Recreation Campus Facilities (the "Desert Edge IGA"); and

WHEREAS, the City and District desire to expand facilities available for the City's and the District's joint use; and

WHEREAS, because the Desert Edge IGA was specific to facilities at the Desert Edge High School, substantial amendments to the Desert Edge IGA would be required; and

WHEREAS, the District and the City have agreed to terminate the Desert Edge IGA and enter into this Agreement.

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

AGREEMENT

1. Effective Date. The effective date of this shall be the date entered above, which shall be the date the last Party executes the Intergovernmental Agreement for the Joint Use of Agua Fria Union High School District No. 216 Facilities and City of Goodyear Recreational Facilities.
2. Term. This Agreement shall become effective on the Effective Date and shall remain in effect until terminated by a Party, with or without cause, upon ninety (90) days written notice, upon fifteen (15) day notice of termination pursuant to Paragraph 24 below, or ten years from the Effective Date, whichever is earlier.
3. Definitions. The following terms are defined as follows:
 - a. Agreement means this Intergovernmental Agreement for the Joint Use of Agua Fria Union High School District No. 216 Facilities and City of Goodyear Recreational Facilities as modified and amended by written amendments, approved by the District's and City's governing bodies and executed by their respective authorized representatives.
 - b. City Facilities means the City facilities identified, described, and/or shown in Exhibit A attached hereto and incorporated herein as it may be modified and amended by written amendments, approved by the District's and City's governing bodies and executed by their respective authorized representatives.
 - c. District Facilities means the facilities of the high schools identified, described, and/or shown in Exhibit B attached hereto and incorporated herein as it may be modified and amended by written amendments, approved by the District's and City's governing bodies and executed by their respective authorized representatives.
 - d. Joint Use Facilities means the City Facilities and District Facilities collectively.
 - e. Joint Use Schools means the high schools whose facilities are included as District Facilities.
4. Termination of the Desert Edge IGA. The dated September 8, 2021 titled Intergovernmental Agreement for the Joint Use of Desert Edge High School Facilities and City Recreation Campus Facilities dated September 8, 2021 by and between the City of Goodyear, an Arizona municipal corporation and the Agua Fria Union High School District No. 216 of Maricopa County, a political subdivision shall terminate upon the Effective Date of this Agreement.
5. Purpose. The purpose of this Agreement is to provide for the joint use of the City Facilities and District Facilities.
6. Joint Use. The District shall make the District Facilities available for use by the City on a first priority basis after the scheduling requirements for the Joint Use Schools have been met.

The City shall make the City facilities available for use by the District on a first priority basis after the scheduling requirements for the City's own programs have been met. The District's use is limited to use by the Joint Use Schools. If there is a dispute among the Joint Use Schools over priority of use to the City Facilities, the District shall determine the priority of use among the Joint Use Schools. On an annual basis designated representative of the City, the District and each Joint Use School shall meet to review scheduling of each Party's use of the Joint Use Facilities to maximize benefits to both Parties.

7. User Responsibility. The City shall be responsible for staffing, controlling and supervising the use of any of the City Facilities. The District shall be responsible for staffing, controlling and supervising the use of any of the District Facilities.

8. Fees. Neither Party shall charge user fees to the other Party for use of the Joint Use Facilities, however, each Party may assess fees to the other Party for staffing that would not otherwise be provided by the Party and/or for unique facility requirements. For example, the City only provides life guards for its pools when the pools are open to the general public. If a Joint Use School seeks to use a pool, the District would be charged a fee by the City for staffing the pool with life guards during the Joint Use School's use of the pool. Similarly, the Joint Use Schools only provide staffing of sound and lighting technicians for their respective programs. If the City seeks to use any of the Joint Use Schools' facilities and requires sound and lighting technicians, the City will be charged a fee for the staffing of the sound and lighting technicians. The Joint Use Facilities are being provided on an "as-is" basis, so if there is work outside regularly scheduled maintenance required for the Joint Use Facilities to be used for the intended purpose, fees may be charged for such work. For instance, if the City seeks to use the baseball field of a Joint Use School and ball field needs to be lined, the City will be charged a fee for the costs of lining the ball fields, but if the ball fields were lined by the Joint Use School prior to the City's use as part of the Joint Use School's regularly scheduled maintenance prior to the City's use, the City would not be charged a fee.

9. Indemnification. To the extent permitted by law, the District and the City agree to indemnify, save and hold harmless each other from any loss, claim, and/or damages, including reasonable attorneys' fees incurred in the defense of any loss, claim and/or damages, to the extent caused by or alleged to have been caused by the negligent or intentional acts or omissions of their respective elected officials, employees, contractors and their respective employees and subcontractors, agents, representative and invitees.

10. Insurance. The District and the City shall each obtain, at their own 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 respective agents, employees, or invitees.

11. 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.

12. 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.

13. Amendment to Agreement. 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. Except for the addition or deletion of Joint Use Facilities, any amendment of this Agreement, including its exhibits, shall be approved by the Goodyear City Council and the Governing Board of the District. Future amendments to this Agreement, including its exhibits, adding or deleting Joint Use Facilities subject to the Agreement are approved and may be executed by the City Manager of the City of Goodyear or his/her designee and the Superintendent of the District or his/her employee without additional approval of the Goodyear City Council or the Governing Board of the District.

14. 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.

15. No Joint Venture. Except as otherwise provided by law and by paragraph 16 below, all Parties hereto shall be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other in the performance of any duties and activities under this Agreement, all Parties hereto will be. 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 except for purposes of workers' compensation as set forth in paragraph 16 below.

16. 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.

17. 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.

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

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 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 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 fifteen (15) day 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 respective 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 the Parties shall survive the expiration 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. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
28. No Amendment to Other Existing Agreements between the Parties. Except for the termination of the Desert Edge IGA as set forth in paragraph 4 above, 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. Any and all notices, consents, or other communications required or permitted by this Agreement shall be in writing and shall 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:

The City: City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395	District: Agua Fria Union High School District Attn: Superintendent 1481 N. Eliseo Felix Jr. Way Avondale, Arizona 85232
copy to: City of Goodyear Attn: Parks and Recreation Director 1900 N. Civil Square Goodyear, Arizona 85395	copy to:
copy to: City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395	copy to:

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement for the Joint Use of Agua Fria Union High School District No. 216 Facilities and City of Goodyear Recreational Facilities.

Signatures, Certifications, and Exhibits on Following Pages

CITY OF GOODYEAR,
an Arizona municipal corporation

BY: _____
Joe Pizzillo
ITS: Mayor

ATTESTED BY:

City Clerk

ATTORNEY CERTIFICATION

In accordance with A.R.S. § 11-952, the undersigned certify that the foregoing Agreement has been reviewed by the undersigned attorney who has determined that the Agreement is in proper form and is within the powers and authority granted to the public body represented by such attorney.

City Attorney

Signatures, Certifications, and Exhibits on Following Pages

AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 OF MARICOPA COUNTY,
a political subdivision of the State of Arizona

BY: 
Tom Huffman
ITS: Deputy Superintendent

ATTORNEY CERTIFICATION

In accordance with A.R.S. § 11-952, the undersigned certify that the foregoing Agreement has been reviewed by the undersigned attorney who has determined that the Agreement is in proper form and is within the powers and authority granted to the public body represented by such attorney.



District Attorney

Exhibits on Following Pages

EXHIBIT A
CITY 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.

Loma Linda Pool

430 E. Loma Linda Blvd.
Goodyear, AZ 85338
623-882-7525

Facilities: Community Pool

EXHIBIT B
DISTRICT 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

Goodyear High School

17300 W Van Buren
Goodyear, AZ 85338
623-286-0818

Facilities: Classrooms, Gymnasium, Parking Lot, Cafeteria, Auditorium and Fields.

Millennium High School

14802 W Wigwam Blvd
Goodyear, AZ 85395
623-932-7200

Facilities: Classrooms, Gymnasium, Parking Lot, Cafeteria, Auditorium and Fields.