

**INTERGOVERNMENTAL AGREEMENT REGARDING
SPORTS FIELDS LIGHTING SYSTEM AND
FACILITY USE AT RAYMOND S. KELLIS HIGH SCHOOL
AND AT CERTAIN CITY OF GLENDALE FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SPORTS FIELDS LIGHTING SYSTEM AND FACILITY USE made and entered into this 28th day of June, 2011 by and between the CITY OF GLENDALE, an Arizona municipal corporation, hereinafter referred to as "City," and the PEORIA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter referred to as "District." Both City and District may sometimes be referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, under A.R.S. Section 11-951 *et seq.*, cities and schools may enter into an intergovernmental agreement for the construction, development, cooperative maintenance, operation and use of parks, swimming pools, and other recreational facilities on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation;

WHEREAS, the Parties desire to develop, use, and operate facilities that provide maximum public benefit;

WHEREAS, it is good policy to partner in the development of community facilities that can be used for both school enrichment, physical fitness, athletics, and public recreation;

WHEREAS, the City constructed on property owned by the District, known as Raymond S. Kellis High School ("School"), a lighting system for school sports fields ("Lighted Sports Field") to be used jointly by the Parties;

WHEREAS, the Parties desire to allow the City, through its Parks and Recreation Department, priority use of the Lighted Sports Field when not being used for District or Arizona Interscholastic Association ("AIA") sanctioned games, events, or maintenance;

WHEREAS, the District has recreation facilities such as tennis courts, gymnasiums, weight room, dance room, teaching kitchen, classrooms, stage, and parking lots ("District Facilities") that could be used for community health, education, sports, and enrichment opportunities provided through the City during non-school hours;

WHEREAS, the City has recreation facilities such as swimming pools, parks, and trails (City Facilities”) that could be used for physical education and school athletic opportunities provided through the District; and

WHEREAS, the District and the City shall annually develop a facility use calendar by January 15 of each year, to ensure adequate planning for and equitable use of the District Facilities and City Facilities, which planning shall include such non-use time scheduled during the year to accommodate appropriate maintenance of facilities and field turf.

NOW, THEREFORE, FOR AND IN CONSIDERATION of their mutual promises and covenants, the Parties agree as follows:

1. District and City shall install a separate electrical meter for the Lighted Sports Field and each Party shall pay for the electricity during its use, and only during its use, of the Lighted Sports Fields.

2. The District and City further allocate the duties, obligations, responsibilities, and rights as follows:

(a) District shall provide at its expense all routine maintenance and service for the Lighted Sports Field;

(b) City shall provide at its expense all routine maintenance and service for the lighting system, including bulb replacement;

(c) At its expense, and subject to District approval as to size and location, the City shall place the necessary signs on the campus of the School to locate and identify the Lighted Sports Field.

(d) During all times that the City is operating the lighting system, the City shall have the right to charge admission to the Lighted Sports Field and shall retain all such admission charges. Likewise, during the time the District operates the lighting system, it shall have the right to charge admissions and retain all resulting proceeds.

(e) At all times during the City’s control and operation of the Lighted Sports Field and lighting system, the City shall have the right to use, rent free, the parking facilities directly west of the

sports field, commonly called the student parking lot, located on the School campus. The City shall sweep and clean said parking lot no later than the day following activity.

3. The City Parks and Recreation Department is entitled to priority use of the District Facilities when the District Facilities are not being used for District or AIA-sanctioned games, activities, events or maintenance. During and after its use of the District Facilities, the City shall keep and leave the District Facilities in a neat and orderly condition. Should the District Facilities suffer any damages during the City use period, the City shall be responsible for making reasonable repairs in a timely manner.

4. The City agrees to allow the District priority use of certain recreation facilities (“City Facilities”) when those facilities are not being used for Parks and Recreation programs, events, or maintenance. This priority would include use of the Rose Lane Pool for School swim team practices and meets. During and after its use of City Facilities, the District shall keep and leave the facilities in a neat and orderly condition. Should the District Facilities suffer any damages during the City use period, the City shall be responsible for making reasonable repairs in a timely manner.

5. On Wednesday or Thursday, January 4-5, 2012, and on all other days when school is not in session, the District will allow the School parking lots, bus turnaround off of 91st Ave, and sidewalks between the parking lots and the bus turnaround (all of which shall be deemed part of the District Facilities) to be used for overflow parking and shuttle operations for the Cardinal Football Stadium during Cardinal home football games, large sporting events, such as the Fiesta and Super Bowl, events sponsored by the Arizona Sports and Tourism Authority, and other large special events held at the stadium not more than 15 times per year. In connection with this Use, the following apply:

(a) No parking fees shall be charged by the School or the City during these events.

(b) The District must allow the City to place the necessary temporary signs on the School campus to locate and identify the parking lots and any light towers, vehicle, or pedestrian traffic control measures to safely and efficiently operate the parking and shuttle system.

(c) The District must make every effort to ensure the City's priority use of parking lots and shuttle areas. The City will provide the District and School with a copy of the proposed event schedule as soon as it becomes available (generally mid-April) for scheduling purposes.

(d) The City shall clean said parking lots no later than the day following each event. In all cases, the lot shall be cleaned before the next School use period. Should any damages be incurred during the City use period, the City shall be responsible for making reasonable repairs in a timely manner.

6. The District is allowed use of the Brown Lot (the city-owned parking lot on the southeast corner of 91st Avenue and Oranewood Avenue, which shall be deemed to be part of the City Facilities) for school-related functions, such as safety demonstrations and overflow parking for events, provided the Brown Lot is not needed for a City event. The District will use the City's current Special Event permitting process to request the use of the Brown Lot.

7. Any user fees or expenses charged to the City by the District or School, or by the City to the District, shall be kept to a minimum when the purpose of the use is to serve District students or the surrounding community.

8. The Parties must use the jointly developed annual facilities-use calendar to ensure that both Parties are receiving equitable benefits from this Agreement. If it is determined and agreed upon that one Party is receiving greater benefit, then market rate fees may be assessed to that party for use of the other party's facilities.

9. At all times that the City is operating the lighting system, using the Lighted Sports Field, or using the District Facilities, the City (a) certifies that it will be covered, through its Loss Trust Fund, under a program of self-insurance in an amount sufficient to fully protect itself and the District from hazard or liability of any nature; and (b) shall indemnify and hold the District harmless from any liability of any nature (including without limitation, liability for personal injury, death, and property damage) attributable to the City, its employees or agents, in connection with the operation of the lighting system, use of the Lighted Sports Field, or use of the District Facilities, and will fully represent and defend the Parties in any lawsuit arising out of these activities.

10. At all times that the District is operating the lighting system, or using the District Facilities, the District (a) certifies that it will be covered, through its Loss Trust Fund, under a program of self-insurance in an amount sufficient to fully protect itself and the City from hazard or liability; and (b) shall, to the extent permitted under Arizona law, indemnify and hold the City harmless from any liability of any nature (including without limitation, liability for personal injury, death, and property damage) in connection with the Lighted Sports Field and lighting system during such hours, and will fully represent and defend the Parties in any lawsuit arising out of these activities;

11. This agreement may be modified, in writing, at any time by mutual agreement of the Parties.

12. Either the City or the District may terminate this Agreement upon 90 days written notice to the other Party.

13. Costs and budget shall be allocated between the City and the District as set forth above.

14. No separate legal entity shall be formed by this Agreement.

15. This Agreement shall not become effective until approved by the City's Council and manager and by the District's Governing Board.

16. Subject to approval of the City's Council and manager and the District's Governing Board, this Agreement shall become effective as of the date listed above, and shall remain in full force and effect for a period of one year.

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IN WITNESS WHEREOF the Parties have duly executed this instrument the day and year first above written.

PEORIA UNIFIED SCHOOL DISTRICT

Denton Santarelli

By: Denton Santarelli, Ed.D.

Its: Superintendent

Approved by District's Legal Counsel:

Buddy C. ...

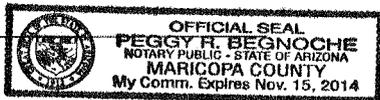
Date: June 23, 2011

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 13th day of

July, 20 11, by Peggy R. Begnoche
Peggy R. Begnoche
Notary Public

My Commission Expires:



CITY:

CITY OF GLENDALE, a municipal Corporation

Horatio Skeete for
Ed Beasley
City Manager

By: Horatio Skeete
Its: Assistant City Manager

ATTEST:
Darcie McCracken for
Pam Hanna, City Clerk

APPROVED AS TO FORM:
Craig Tindall
Craig Tindall, City Attorney

Document to be recorded by City of Glendale

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20110582966,07/14/2011 10:54,
C7724-8-1-1--,N

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 7724

(Intergovernmental Agreement Regarding Sports Fields Lighting System
and Facility Use at Raymond S. Kellis High School
and at Certain City of Glendale Facilities)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)