

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MESA and MESA UNIFIED
SCHOOL DISTRICT NO. 4
FOR
FACILITY USE AND GENERAL COOPERATION**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2024 by and among CITY OF MESA, an Arizona municipal corporation (“City”) and MESA UNIFIED SCHOOL DISTRICT NO. 4, a political subdivision of the state of Arizona. (“School District”) City and School District may also collectively be referred to as the “Parties” or individually referred to as a “Party.”

I. Recitals

- A. City and School District have the legal authority to contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 and A.R.S. § 11-952.
- B. City and School District are further authorized pursuant to A.R.S. § 15-364 to expend public monies and enter into agreements with each other for the operation and joint use of recreational facilities on properties used for school purposes under the control of the School District.
- C. School District is authorized by A.R.S. § 15-363 to contract with City to operate school buildings and grounds for the purpose of providing a public play and recreation center and may organize and conduct such recreation activities which contribute to the physical, mental, and moral welfare of youths residing in the vicinity.
- D. City and School District serve citizens and further the public interest by permitting common use of their facilities, personnel, equipment, and services in order to minimize expense to their common citizens, improve service delivery, and provide enhanced resources to the community for the benefit of their common citizens.
- E. It is the desire of the Parties, recognizing that they serve the same citizens, to cooperate with one another by seeking cost recovery from the other Party for the Out-of-Pocket Costs incurred in excess of regular business operations as attributable directly to the respective Party’s activity in the facility as outlined in this Agreement. It is also understood that by mutual written agreement, fee waivers may be granted to a Party when the activity benefits both Parties.

II. Definitions

- A. “Out-of-Pocket Costs” shall include those costs in excess of regular business operations as incurred by City or School District over and above normal operating costs budgeted for and expended by each Party. Examples of such costs would include, but are not limited to:
 - 1. The cost to one Party for equipment, facility setup, facility staffing, and/or custodial time related directly to services provided for the needs of another Party when not mutually beneficial for both Parties’ activities.
 - 2. The cost of utilities incurred by one Party outside normal use that is directly related to services of another Party.

3. The labor and equipment cost to one Party to repair damages to facilities related directly to services provided for the needs of another Party.

III. Term

This Agreement is effective on July 1, 2024, and will continue in effect for five (5) years (“Initial Term”) until its expiration on June 30, 2029, unless sooner terminated by any Party. Upon expiration of the Initial Term, this Agreement may be extended or renewed for one (1) additional five (5) year term (“Successive Term”) upon the mutual written consent of both Parties, unless previously canceled or terminated as provided herein in this Agreement. A Party wishing to enter into a Successive Term will notify the other Party in writing no later than sixty (60) calendar days prior to the expiration of the Initial Term of this Agreement.

IV. Termination for Convenience

A Party reserves the right to terminate this Agreement, in whole or in part, upon providing the non-terminating Party with sixty (60) calendar days written notice of its intent to terminate the Agreement. The Parties will be responsible for their respective costs for those goods and/or services that have been delivered and/or performed and accepted as of the date the termination becomes effective and for any of their respective costs associated with a respective Party’s negligence or the negligence of a respective Party’s employee, agent, licensee, visitor, successor, or assign.

V. Covenants

Both Parties agree that the terms of this Agreement as it pertains to each type of cooperation between the Parties are outlined below and in the attachments to this Agreement.

- A. Recreational program offerings-Both Parties agree to meet on an annual basis on or before February 1st of each year, or other additional times, as needed, to prioritize and coordinate all recreational programming for the upcoming fiscal year. Such coordination shall work to ensure programs are not duplicative or overlapping in scope and/or location.
- B. Cross promotion of programs-School District and City agree to promote respective and partner programs without additional expense to either Party through regular communication methods, to include, but not limited to, promotional flyers distributed to students at MPS schools, posting of enrollment signs at parks, email correspondence to parents of School District students, etc. Promotional requests will be discussed and coordinated quarterly.
- C. In all cases, a Party’s use of its own facilities shall take precedence over the other Party’s use. Both Parties recognize that use of sites may be limited due to the hosting Party’s need or function. Each Party will assume 2nd priority for facility usage after the hosting Party has met its needs.
- D. Both Parties agree to review and respond to each other’s scheduling needs as necessary but in no event less than twice annually. The Parties will provide reciprocal notification of any large event that may impact the operations of the school or aquatic facilities. All efforts will be made to minimize the impact of an event on the educational mission of the schools at these sites. Quarterly coordination meetings will take place, if necessary, to address overlapping concerns regarding parking and grounds use.
- E. Each Party shall be solely responsible for all regular repair and maintenance of their respective facilities. School District and City agree that the decisions on maintenance and repair of facilities

are non-delegable decisions. However, the booking Party shall be responsible for the costs of any repairs that are necessary and directly attributable to its negligent use, or that of its employees, contractors, guests, or invitees at the other Party's facilities.

- F. Each Party agrees to promptly pay invoiced fees as generated by the hosting Party in accordance with this Agreement.
- G. The City will charge for School District use of City facilities pursuant to the schedule outlined below. City shall have a process to waive fees for co-sponsored School District activities in City facilities.
 - 1. **Pool Facilities**-Fees for School District use of the City's pool facilities for sanctioned Arizona Interscholastic Association ("AIA") aquatics team events are outlined in Exhibit A. Any School District use beyond regular business operations and as directly attributable to the facility use will be charged a resident use fee as published in the City's fee schedule, reduced by twenty percent (20%). These School District uses would include, but not be limited to, physical education classes, non-AIA aquatics team use, class parties, etc.
 - 2. **Sports and Park Facilities, including Hohokam Stadium**-School District use of sports facilities will be charged the use rate as published in the City's fee schedule, reduced by twenty percent (20%). Any additional charges specific to the needs of the event such as site supervision, field preparations, field lighting, custodial services, etc. are direct costs passed through to the School District according to the City's current published schedule of fees and charges.
 - 3. **Commercial Facilities including the Mesa Convention Center, Mesa Amphitheater, and The Post**-Fees for School District use of Building A of the Mesa Convention Center and The Post will be waived if bookings are secured within six months or less before the proposed event and if the event occurs during regular operating hours. Fees for School District use of Buildings B and C of the Mesa Convention Center and the Mesa Amphitheater will be waived if bookings are secured within three months or less before the proposed event and if the event occurs during regular operating hours. Operating hours for all buildings at the Mesa Convention Center, the Mesa Amphitheater and The Post are defined as Monday-Friday, 8:00 a.m. – 5:00 p.m. Bookings scheduled more than six months prior to the proposed event or outside regular operating hours, -for Building A and The Post, or scheduled more than three months prior to the proposed event or outside regular operating hours, for Buildings B and C and the Mesa Amphitheater, will be charged full use fees according to the City's current published schedule of fees and charges. Any additional charges specific to the needs of the event such as room setups, catering, audio/visual needs, event cleanup, etc. are direct costs passed through to the School District according to the City's current published schedule of fees and charges and/or vendor invoicing.
 - 4. **Special Event Licensing and Permitting**-School District is required to adhere to all special event licensing and permitting processes for any School District event and are subject to the City's current published schedule of fees and charges.
 - 5. **Turnover of Athletic Field Lights**- No later than July 1, 2024, City will transfer to the School District all electrical and water meters established solely for the purpose of the operations of athletic fields on school campuses. The athletic field lights to be transferred to the School District are set forth in Exhibit B to this Agreement. School District will bear

the total cost of utilities, repairs, and maintenance of all ballfield lighting and ballfields at these facilities once the transfer is completed. School District will have exclusive control to program the use of the athletic fields and lighting.

- H. **Adaptive Programs-** City and School District recognize that social and sports programming for individuals with cognitive and/or physical disabilities occurs in the community through partnerships between both entities. Each entity focuses on programming in different ways and, in some cases, for different participants. In recognition of this and for the greater vision of services in Mesa for qualifying individuals, it is noted here that a separate agreement will be entered into to recognize this partnership and to set forth the right and obligations of each Party for its adaptive program activities.
- I. **Jefferson and Webster Recreation Centers-** School District and City agree that it is effective and economical to continue to combine resources to operate joint gymnasium and recreation center facilities to serve the elementary school population and the community at large at Jefferson Recreation Center and Webster Recreation Center. The obligations of each Party for the Jefferson and Webster Recreation Centers are set forth in Exhibit C to this Agreement.
- J. The School District agrees to:
 - 1. Charge for facility usage for City use of School District facilities to recover costs beyond regular business operations and as directly attributable to the facility use. School District shall have a process to waive fees for co-sponsored City activities in School District facilities.
 - 2. Any notification required to School District families based on concurrent City and School District programming shall be the responsibility of the School District.
 - 3. Availability and scheduling of School District buildings and facilities for City use shall be coordinated and determined at the School District administrative level based on input from the individual schools.
 - 4. School grounds shall be evaluated for availability for community use at the School District administrative level when requested by the City. The City's requests will be based on identified community needs and gaps in service for recreational opportunities.
 - 5. School District shall invoice the City for the out-of-pocket costs at School District facilities where the need for such services is directly attributable to use by City.

VI. Notices

Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed as follows:

To School District:

School District Superintendent
Mesa Unified School District No. 4
63 E. Main Street #101
Mesa, Arizona 85201

With a Copy To: General Counsel
Mesa Unified School District No. 4
63 E. Main Street #101
Mesa, Arizona 85201

To City of Mesa: City Manager
City of Mesa
20 E. Main Street, Suite 750
P.O. Box 1466
Mesa, Arizona 85211-1466

With a Copy To: City Attorney
City of Mesa
20 E. Main Street, Suite 850
P.O. Box 1466
Mesa, Arizona 85211-1466

Or at any other address designated by School District or City in writing.

VII. Insurance

- A. Comprehensive General Liability. Each party shall, at its own cost, maintain comprehensive general liability insurance with limits of not less than \$3,000,000 per occurrence, insuring against all liability of that party and its authorized representatives arising out of and in connection with the Program, or arising out of such party's use of the property or facilities of another party. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$5,000,000. The insurance requirements of this Agreement may be satisfied by a self-insured party acceptable to the other Parties, provided such self-insurance equals or exceeds all insurance policy and endorsement requirements, amounts, and limits.
- B. Additional Insureds. Each Party's comprehensive general liability insurance policy shall name the other Party, their departments, boards, commissions, council members, officials, officers, agents, and employees as additional insureds.
- C. Special Items. Each Party's insurance policies shall provide the following: 1) the policies cannot be canceled, or reduced in their coverage amounts, or otherwise substantially modified in any material respect until and unless thirty (30) calendar days written notice is received by the other Parties; 2) the insurance company shall have no recourse against the other Party for payment of any premium or for assessments under any form of policy; and 3) the Party registering the students for Program activities (the "Registering Party") policies are intended as primary coverage for the other Party and any insurance or self-insurance maintained by the other Party shall apply only in excess of, and not in contribution with, the insurance provided by the Registering Party's policies or plans.
- D. Certificates of Insurance. If this Paragraph's requirements are met by the provision of insurance, certificates of such coverage shall be furnished to the other Parties to this Agreement. The insurance requirements under this Agreement may be satisfied by evidence of self-insurance by a Party. The Parties shall provide evidence satisfactory to the other Party of the insurance coverage to be maintained during the duration of this Agreement.

- E. No Limitation. The procuring of coverage by insurance, or self-insurance, shall not be construed to be a limitation upon the liability imposed by, or as a full performance of, the indemnification provisions of this Agreement. Failure to maintain the required coverage, by insurance or self-insurance, shall constitute a default of this Agreement.
- F. Workers Compensation. For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

VIII. Indemnification

To the fullest extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, and its elected and appointed officials, officers, employees, agents, volunteers, successors, and assigns (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), (collectively, the “Claims”), arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, or its elected or appointed officials, officers, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

IX. Compliance with Federal and State Law

A. Permits. The Registering Party shall procure all permits and licenses and pay all charges and fees necessary and incidental for the Program and all Program activities. All Parties shall comply with all applicable laws, ordinances, regulations, and policies which in any manner affect the Program, its use of any property or facility, or each Party’s performance under this Agreement. The Registering Party shall pay or cause to be paid, before delinquent, any and all taxes levied or assessed, and which become payable during the term of this Agreement upon vehicles, fixtures or other personal property used in Program activities.

B. Non-Discrimination. All Parties agree to take all actions necessary to ensure all members of the public, including without limitation applicants, employees, participants, potential participants, guests, spectators, and other visitors to Program activities are treated fairly, courteously, and without bias or prejudice so as to preserve human dignity and to respect cultural diversity. All Parties shall comply with all applicable federal, state, and local laws relating to nondiscrimination, equal employment opportunity, and the Americans with Disabilities Act (ADA) in connection with the Program.

C. Drug Free Workplace. The City has adopted a drug free workplace policy applicable to those doing business with the City. All employees of the School District who are providing services in connection with the Program shall be notified in writing by the School District that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Failure to require a drug free workplace may result in

termination of the Agreement and possible disqualification from applying for future use of City-owned property or facilities.

X. Cancellation for Conflict

This Agreement is subject to cancellation in certain conflict of interest situations pursuant to A.R.S. §38-511, the provisions of which are incorporated herein.

XI. Governing Law, Jurisdiction and Venue

- A. This Agreement shall be construed and governed in accordance with the laws of the State of Arizona. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provision thereof, shall only be instituted in a court of competent jurisdiction in Maricopa County Arizona.
- B. During the performance of this Agreement, City and School District agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, nondiscrimination, and affirmative action.

XII. Remedy

- A. The Parties agree to use good faith efforts to informally resolve disputes arising out of this Agreement.
- B. Either Party may pursue any remedies provided by law for breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

XIII. Waiver

Waiver by any Party of any breach of any term, covenant or condition herein shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

XIV. Force Majeure

- A. Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term “uncontrollable forces” shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected including, but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, pandemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

XV. Miscellaneous Provisions

- A. All Recitals to this Agreement are incorporated into this Agreement by this reference as though fully set forth herein.
- B. The Parties expressly covenant that they shall not assign, sublicense, encumber, or otherwise transfer this Agreement, or their right to use the property of another Party, without first obtaining the written consent of the other Party, which may be granted or denied in the other Parties' sole discretion. Any such transfer, without the written consent of the other Parties, shall be void.
- C. This Agreement may not be unilaterally modified or changes Any Amendments to this Agreement shall be in writing, signed by all Parties to the Agreement. Formal amendments shall not be needed to notify Parties of address changes, changes in position titles, etc. Such information may be provided via correspondence between the Parties.
- D. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- E. If any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.
- F. The Parties warrant that they comply with all federal immigration laws and regulations that relate to their employees and that they comply with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that each of the other Parties retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.
- G. This Agreement shall supersede any prior intergovernmental agreements, memoranda of understanding or other agreements that two or more of the Parties have entered into to the extent that the provisions of those prior agreements are in conflict with the provisions of this Agreement. This Agreement shall not supersede any prior intergovernmental agreements, memoranda of understanding or other agreements that two or more of the Parties have entered into that are not in conflict with this Agreement.
- H. For purposes of clarity, this Agreement is intended to supersede and render null and void only the 2003 and 2017 Facilities Cooperative Use Intergovernmental Agreement and the 1986 School District and City Swimming Pool Facilities Use Agreement.
- I. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall operate or be interpreted to expand, increase, or extend the jurisdiction of any of the Parties beyond the jurisdiction granted by applicable Arizona law.
- J. The obligations under Section V.E. and G.5. (Maintenance, Repairs & Utilities), Section VIII (Indemnification), Paragraph VII (Insurance Requirements), Section IX (Compliance with Federal and State Law), Section XV.B. (No Assignment), Section XI. (Governing Law), and any other obligation, which reasonably should survive, shall survive expiration or other termination of this Agreement.

- K. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.
- L. The Parties certify, pursuant to A.R.S. 35-393.01, that they will not engage in a boycott of Israel.
- M. The Parties certify, pursuant to A.R.S. 35-394, that they will not use any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

The “CITY”:
 CITY OF MESA, an Arizona municipal
 corporation
 By:

The “SCHOOL DISTRICT”:
 MESA UNIFIED SCHOOL DISTRICT NO. 4, an
 Arizona political subdivision
 By:

 Christoher J. Brady, City Manager

 Marci Hutchinson, Board President

ATTEST:

ATTEST:

City Clerk

Board Recorder

 Holly Moseley

 NAME

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement by and between the City of Mesa and Mesa Unified School District No. 4 has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined, for their respective clients, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Mesa:

Jim Smith, City Attorney

Date

Mesa Unified School District No. 4:

Kacey King, Attorney for the School District

Date

Exhibit A
Responsibility and Usage of Aquatic Facilities

No later than July 1, 2024, School District will transition all electrical, water and gas meters established solely for the purpose of the operations of the community pools as listed in this Exhibit A to City. City will bear the cost of continuing repairs and maintenance of these facilities and maintain exclusive decision-making authority for authorizing and executing repairs and maintenance. All future costs for School District's use of the City pools will follow the cost structure as established in this Exhibit A.

The School District has a need to access City pools at the aquatic complex locations listed below for the purpose of AIA swim and dive activities. The following payment schedule is established to support the School District's use of these facilities during the AIA athletic season for swim and dive teams and includes City lifeguarding during swim and diving team uses. The AIA establishes the final schedule for these events. This Agreement recognizes the School District's need to use the pools for this purpose for both competition and practice. This Agreement includes all costs associated with this purpose. Existing storage spaces are to remain accessible to School District during the applicable sport seasons.

Any School District uses of the City aquatics facilities outside of AIA-sanctioned aquatics teams are subject to facility availability and fees as outlined in section V.G.1 of this Agreement.

The School District is currently responsible for the utilities and maintenance of pool boilers year-round. This phased payment schedule supports an immediate shift of this responsibility to City. City will inspect and assess all boilers before turnover and provide a detailed report of items needing to be addressed prior to turnover. School District will be allowed to determine whether they wish to repair at their cost to satisfy identified inspection issues or pay City to coordinate repairs. Both Parties are to coordinate and agree prior to any repairs being made.

The Agreement establishes a payment schedule by the School District to the City for a five-year period beginning July 1, 2024.

July 1, 2024 - June 30, 2025 - \$1,000,000
July 1, 2025 - June 30, 2026 - \$800,000
July 1, 2026 - June 30, 2027 - \$600,000
July 1, 2027 - June 30, 2028 - \$400,000
July 1, 2028 - June 30, 2029 - \$230,000

Two payments from the School District representing fifty percent (50%) of the amount owed during a fiscal year will be made to the City twice a year on or before the first day of July and the first day of January.

As long as the School District has qualified staff available, School District will be responsible for emergency response on any boiler concerns. The City will initiate a maintenance contract to take over ownership, operation, and maintenance of the boilers, understanding that the School District will continue to assist until resources are no longer available or this Agreement is no longer valid, whichever comes first.

This Agreement will be for the use of pools for the purpose of the AIA swim and dive team activities only. Any other use of the pools by the School District will follow established City fees as outlined in section V.G.1.

After June 30, 2028, and every year thereafter this Agreement remains in effect, the amount of \$230,000 will be adjusted annually based on the general Consumer Price Index for the previous 12 months for the following City pool facilities:

Aquatic Complex Locations subject to the pool fees:
Brimhall at 5035 E Southern Ave, Mesa, AZ 85206
Carson at 605 N Westwood, Mesa, AZ 85201
Fremont at 1101 N Power Rd, Mesa, AZ 85205
Kino at 848 N Horne, Mesa, AZ 85203
Mesa at 1630 E Southern Ave, Mesa, AZ 85204
Rhodes at 1860 S Longmore, Mesa, AZ 85202
Shepherd at 1511 N Alta Mesa Dr, Mesa, AZ 85205
Skyline at 845 S Crismon Rd, Mesa, AZ 85208
Stapley at 3250 E Hermosa Vista Dr, Mesa, AZ 85213

If future aquatic complexes are constructed or established by the City, the School District will evaluate if they would be beneficial to the School District and request they be added to the agreement with a new corresponding adjustment to the annual payment.

Exhibit B
Athletic Field Lighted Facilities

Location Name	Address
School-Franklin West	301 S CENTER ST
School-Franklin West	325 S CENTER ST
School-Mesa Jr	201 S HORNE
School-Mesa Jr	865 E 2ND AVE
School-Poston	2300 E DECATUR ST
School-Shepherd Pool	1511 N ALTA MESA DR
School-Westwood	550 N EXTENSION
School-Hawthorne	630 N HUNT DR (HAWTHORNE FLD)
School-Poston	2433 E ADOBE ST (POSTON FLD)
School-Taylor	705 S 32ND ST LT 2 TAYLOR JR. HIGH
School-Whittier	733 N LONGMORE LT
School-Stapley	3250 E HERMOSA VISTA DR LT 2
School-Jefferson Elem	120 S JEFFERSON AVE
School-Dobson	1501 W GUADALUPE RD LT
School-Rhodes	1860 S LONGMORE LTS 2
School-Rhodes	1860 S LONGMORE LTS 1
School-Brimhall	4949 E SOUTHERN AVE LT
School-Westwood	945 W RIO SALADO PKWY LT 5
School-Robson	2122 E PUEBLO AVE LT
School-Red Mountain	7301 E BROWN RD LT
School-Fremont Jr High	1001 N POWER RD LT
School-Stapley	3250 E HERMOSA VISTA DR LT
School-Whittier	733 N. LONGMORE LT 2 (WHITTIER BALLFIELD)
School-Skyline	845 S. CRISMON RD LT
School-Dobson	1501 W GUADALUPE-BLFLD LT
School-Redbird	1020 S EXTENSION RD (PARKS & BLFLD)
School-Powell	1010 S EXTENSION (BALLFIELD)
School-Rhodes	1860 S LONGMORE LT 3
School-Shepherd	1345 N ALTA MESA DR LT
School-Taylor	705 S 32ND ST LT (TAYLOR BLFLD)
School-Taft	9800 E QUARTERLINE RD
School-Mesa High	1630 E SOUTHERN AVE LT 2 HS
School-Westwood	945 W RIO SALADO PKWY LT 4
School-Fremont Jr High	1001 N POWER RD LT 1

Exhibit C
Joint Operations of Jefferson and Webster Recreation Centers

- A. At Jefferson Elementary School, the City and the School District will each continue to own one-half interest in the Gymnasium building as outlined in the 1998 agreement. The City and the School District shall continue to cooperate with each other by equitably sharing the expenses and the maintenance and operation of the Property and the Gymnasium in perpetuity unless both Parties mutually agree in writing to a change in use.

The City and the School District agree to each pay their own cost for the management/operation of the Jefferson Gymnasium during their priority use periods. The City and the School District agree to each pay one-half of the costs for maintaining and repairing the Jefferson Gymnasium.

- B. At Webster Elementary School, the School District owns Webster Gymnasium and the City and the School District jointly use and operate the Gymnasium and expanded classroom facilities as outlined in the 2001 agreement. The cost for joint operations is covered at sixty percent (60%) by the School District and forty percent (40%) by the City. This joint use will continue in perpetuity unless both Parties mutually agree in writing to a change in use.

The City and the School District jointly operate the Gymnasiums. The school principal and the City Deputy Director of Recreation, or their respective designees, shall develop and mutually agree to annual facility operation and maintenance guidelines that detail the functional issues that relate to the School District's and the City's daily use of each facility. These issues include, but are not limited to the following:

- C. General Use Guidelines – The School District will have priority use of the buildings during the school year's typical weekday time period of 7:00 a.m. to 4:00 p.m. The City will have priority use of the buildings during typical non-school time periods – after school, on weekends, and during the summer – these hours will be agreed upon annually in writing by the School Principal and the Deputy Director.
- D. Special Use of Buildings – The School District or the City, on occasion, may have a need to use the buildings during each other's priority use periods. The City/School District will follow normal City/School District procedures by submitting written requests for such usage to either the School District's Business Office or the City's PRCF Department. This use request will not unreasonably be denied by the City/School District.
- E. Management/Operation of the Buildings – The School District staff will be responsible for managing and operating the buildings during the School District priority use periods. The City will be responsible for managing and operating the buildings during City priority use periods.
- F. Normal Building Maintenance – School District will provide normal building maintenance and custodial care, which if mutually acceptable to both Parties, may be contracted out to a third party. The cost for normal maintenance, custodial care and supplies for the buildings will be shared by both the School District and the City in accordance with the splits outlined here, with the School District billing the City on a monthly basis.
- G. Utility Costs – The School District and the City will share in the gas, electric, water, refuse collection and disposal and sewer expenses in accordance with the splits outlined here, with the School District billing the City on a monthly basis for its share of the cost.

- H. Rental Fees – If and when a third party reserves a Gymnasium for its private use and is charged a user fee for such exclusive use, the fees collected shall be shared equally by the City and the School District, minus any facility staffing costs. Sharing of any revenues will be done on a monthly basis in conjunction with the monthly billing.
- I. Conflict Resolution – If an issue arises that cannot be settled at the front-line staff level, the matter will be discussed and resolved by the School Principal and the Deputy Director. If still unresolved, the matter will be settled by the Assistant Superintendent for Business Services and the PRCF Director.
- J. Property Damage – The City and the School District will separately be responsible for the costs to repair any property damage which might occur during each respective use period. If the damage occurs as a result of joint use over time or during an undetermined time period, both the City and School District will share in the cost(s) to repair said damage in accordance with the splits outlined here if it is mutually agreed by both Parties that the repair is necessary.
- K. Alterations to Buildings – Any desired improvements or changes to the buildings by either Party shall require mutual agreement. All costs for such improvements or changes will be borne by the Party desiring the change, unless agreed upon that the change will be mutually beneficial to both Parties.
- L. Expendable Materials and Supplies – The City and School District will separately be responsible for providing all the expendable materials and supplies (balls, games, arts and crafts, etc.) necessary for carrying out each respective program.
- M. Capital Equipment – The City and School District will separately be responsible for providing all office equipment (desks, computers, etc.) necessary for carrying out their respective programs. The City and the School District will equally share in the cost of providing recreation equipment that will be jointly used by both Parties (i.e. floor mats, basketball standards, etc.).
- N. Cooperation/Community – The City and School District will communicate and cooperate with one another on a regular basis concerning the operation of these joint use buildings in the spirit of teamwork.
- O. The respective original agreements for both Jefferson and Webster gymnasiums will remain in full force and effect.