

INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF TUCSON AND TUCSON UNIFIED
SCHOOL DISTRICT No. 1
FOR THE DESIGN, CONSTRUCTION AND JOINT USE OF
SOCCER FIELDS AT DOOLEN MIDDLE SCHOOL

This Intergovernmental Agreement ("Agreement") is entered into between Tucson Unified School District of Pima County, a political subdivision of the State of Arizona ("TUSD") and The City of Tucson, a political subdivision of the State of Arizona ("CITY").

RECITALS

1. TUSD owns a school facility known as the Doolen Middle School (Doolen) illustrated on Attachment A to this Agreement;
2. TUSD permits public use of certain Recreation Facilities ("Soccer Fields") at Doolen, at certain times;
3. TUSD and CITY have determined that it is in both parties' best interest to enter into joint cooperative action as described in this Agreement, whereby TUSD will improve the soccer fields illustrated on Attachment A as specified in II.D. ("Improvements");
4. This Agreement is authorized by A. R. S. §11- 951 et seq., A. R. S. §15-342 (13), and A. R. S. §§15-363 and 15-364;

Now, therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is:

1. To specify design and construction responsibilities for the Soccer Field improvements to be completed within the boundaries of Doolen.
2. To specify future maintenance and utility cost responsibilities associated with the improved Soccer Fields.
3. To provide for the joint use and facility scheduling responsibilities associated with the improved Soccer Fields.

II. OBLIGATIONS OF TUSD AND CITY

- A. Duration/Effective Date: This Agreement shall be in effect for a term of twenty- five (25) years, unless terminated earlier, as provided herein. This Agreement shall be effective upon execution and shall be recorded in the Pima County Records Office.

B. License: TUSD hereby grants CITY a license to enter into its property for the purpose of fulfilling CITY'S obligations as set forth in this Agreement.

C. Design and Construction: TUSD shall be responsible for the design, construction and funding of the improvements. TUSD shall have the right to assign design and construction of the improvements to the Ft. Lowell Soccer Club. The construction drawings and specifications will be submitted to CITY for review and approval to insure that they are consistent with CITY maintenance practices and materials. TUSD will monitor actual construction of the improvements.

D. Improvements: TUSD agrees to design and construct two Soccer Fields which shall include the installation of two Soccer Field lighting systems with all associated wiring and control panel equipment at Doolen. Both parties understand that TUSD intends to use Bond Project funds and funds to be donated by the Ft. Lowell Soccer Club to pay for the design and construction of two Soccer Fields at Doolen, a perimeter Walkway and associated Walkway lighting.

E. Maintenance:

1. CITY will maintain the Soccer Fields, the Walkways, and all other areas within the perimeter of the Walkway, as outlined on Attachment B to this Agreement.
2. CITY will be responsible for the operation, maintenance and redirection of the Soccer Field lighting.
3. CITY will be responsible for the operation, maintenance, and replacement of the Walkway lighting.
4. TUSD will be responsible for all other maintenance not specifically identified in Attachment B to this Agreement including but not limited to the softball field, all perimeter fencing, all water meters and all areas outside the perimeter of the Walkway including tree irrigation and trimming..

F. Utilities:

TUSD shall provide CITY with access to electric and water service at the Soccer Fields at Doolen. CITY will be responsible for the separately metered electrical service and costs associated with the use of the new lights. TUSD will provide and pay for all water costs associated with the new Soccer Fields.

1. TUSD, as the water provider, will remain responsible for compliance with all applicable regulations, reporting and/or testing requirements for both potable and reclaimed water systems.

2. TUSD to notify City as soon as practicable of any interruptions in water service to the Soccer Fields.

G. Use of Facilities:

The terms and conditions for the Use and Scheduling of the Soccer Fields are specified in the "Use Agreement" between TUSD, the CITY and the Ft. Lowell Soccer Club which is Attachment D to this Agreement.

III. TERMINATION

This Agreement may be terminated by either party when the Governing Board of TUSD or the CITY Mayor and Council fails to allocate sufficient funds from which that party may lawfully fulfill its obligations as set forth in this Agreement. In the event that either party terminates for non-appropriation, 30 days written notice shall be given to the other party.

IV. REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedies are intended to be exclusive with any other right of remedy and each shall be cumulative and in addition to any other right or remedy existing at law, equity or by virtue of this Agreement.

V. DISPOSITION OF PROPERTY UPON TERMINATION

Upon termination of this Agreement, all permanent property constructed upon or fixed to the Doolen recreational area shall be the property of TUSD. All personal property and equipment owned by either for use at the facilities shall be the property of the original purchaser.

VI. LIABILITY INSURANCE

Either party shall exchange evidence of their comprehensive liability insurance coverage or self insurance with combined single limit coverage in the amount of one million dollars (\$1,000,000) for bodily injury and property damage or one million dollars (\$1,000,000) for bodily injury and one million (\$1,000,000) for property damage. Coverage must be provided under such policy(ies) for premises/operations, independent contractors, products/completed operations and contractual liability. The City and TUSD are to be named as an additional insured for all operations performed within the scope of the contract of this Agreement during the operation and use period. All certificates of insurance must provide for guaranteed 30-day notice to the City and TUSD of cancellation, non-renewal or material change.

VII. INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative

liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. APPLICABLE LAW / NOTICE PURSUANT TO A. R. S. §38-511

This Agreement shall be governed by the laws of the State of Arizona. Notice is given that this Agreement is subject to cancellation by the TUSD or CITY pursuant to A.R.S. §38-511.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties and any representations or agreements, oral or written, made prior to its execution shall not constitute a part of; vary or modify any of the terms contained herein.

X. AMERICANS WITH DISABILITIES ACT

TUSD shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal Regulations under the Act, including 28 C.F.R., parts 35 and 36.

XI. AMENDMENTS

Any amendment or modifications of the term of this Agreement shall be in writing and shall be effective only after approval by both TUSD and CITY.

XII. OTHER INCLUSIONS

This Agreement shall be deemed to include any provision required by law to be included, whether actually recited or not.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Dated this _____ day of _____, 2013

ATTESTED:

CITY OF TUCSON

As City Clerk and not personally

Jonathan Rothschild, Mayor

Approved as to Content:

As City Attorney and not personally

Director, City of Tucson
Parks and Recreation Department

TUCSON UNIFIED SCHOOL DISTRICT NO. 1

As TUSD Attorney and not personally

President, Governing Board

As Clerk for the Governing Board and not personally

**ATTACHMENT A
DOOLEN MIDDLE SCHOOL
SOCCER FIELDS**



CITY MAINTENANCE RESPONSIBILITIES
DOOLEN MIDDLE SCHOOL

(Refer to Maintenance Schedule on Pages 2 and 3 of this Attachment)

CITY will mow the Soccer Fields at all times. When possible, mowing will take place early in the morning before the start of school and per a schedule to be determined and managed by the CITY.

CITY will maintain the irrigation system to the Soccer Fields (excluding meters), to include:

- Make sure sprinkler heads are at proper grade and adjusted for proper coverage.
- Repair and/or replace damaged lines or heads as needed.
- Repair and/or replace the irrigation controller as needed.
- Check irrigation programming so turf is getting the required amount of water.
- Fill in any low spots with screen top soil.

CITY reserves the right to determine an irrigation schedule that promotes and maintains turf growth.

CITY will Delitter Grounds per schedule on Pages 2 and 3 of this Attachment, to include:

- Removal of all foreign material including trash, paper, cans, and bottles.

CITY will provide Field Maintenance, to include:

- Inspect fields for any hazards.
- Fill in any low areas as needed.
- Layout and recut soccer field lines per schedule on Pages 2 and 3 of this Attachment. ~~every three weeks or as needed depending on turf growth.~~
- Aerate and dethatch the fields as needed, depending on compaction;

CITY will provide weed control of the Soccer Fields and turf areas within the perimeter of the Walkway .

- Notification of spraying will be given to TUSD in advance, to meet the seventy-two (72) hour notification requirement as specified in Attachment C attached to this Agreement;

SPECIFICS:

Non-Selective Herbicide: Round-up for eradicating unwanted weeds.

Pre-Emergent: Surflan and Barracade to prevent unwanted weeds from germinating.

Aerification of Turf: Mechanical aeration of turf will reduce compaction and increase the infiltration rate of water into the soil and help bring needed oxygen and nutrients to the root system.

Fertilizer Application: Fertilizer used to keep turf healthy. Fertilizer applied during the summer and fall months (growing season).

CITY and TUSD shall review the condition of the soccer fields in May, on an annual basis, to determine if the condition of the fields warrants re-sodding during the summer. If warranted, work will commence in the month of June. CITY is responsible for the cost of re-sodding if required.

If fields have to be sodded, the best time would be during the summer when school is out. Sodding would take place in June. Sod would need to be watered three to four times per day for the next three weeks so the sod can knit into the soil. Recutting of soccer fields every three weeks would have to take place early in the morning before school starts (during soccer season).

ANNUAL MAINTENANCE SCHEDULE DOOLEN MIDDLE SCHOOL

January	Remove trash and delitter area inside the perimeter of the Walkway
February	Remove trash and delitter area inside the perimeter of the Walkway Recut Soccer field lines Non-selective herbicide (if needed)
March	Remove trash and delitter area inside the perimeter of the Walkway Recut soccer field lines Pre-emergent for summer weeds Check irrigation system for start of spring and summer seasons.
April	Remove trash and delitter area inside the perimeter of the Walkway Recut soccer field lines
May	Remove trash and delitter area inside the perimeter of the Walkway Recut soccer field lines Fertilizer application to turf
June	Fertilizer application to turf Non-selective herbicide (if needed) Aerification of turf Recut soccer field lines Soccer Field renovation based upon findings of field condition review
July	Remove trash and delitter area inside the perimeter of the Walkway Fertilizer application to turf Remove trash and delitter area inside the perimeter of the Walkway Recut soccer field lines

	Aerification of turf
August	Soccer field renovation
	Recut soccer field lines
	Remove trash and delitter area inside the perimeter of the Walkway
September	Remove trash and delitter area inside the perimeter of the Walkway
	Recut soccer field lines
October	Remove trash and delitter area inside the perimeter of the Walkway
	Recut soccer field lines
November	Remove trash and delitter area inside the perimeter of the Walkway
December	Remove trash and delitter area inside the perimeter of the Walkway
	Non-selective herbicide (if needed)

City of Tucson Parks and Recreation
NOTICE OF PESTICIDE APPLICATION
72 HOUR NOTICE

Date of Notice:

Date of Application:

Time of Application:

Brand Name:

Concentration

Rate of Application:

Use Restrictions:

Areas of Application:

Certified Applicator:

Public School Park:

For more information contact:

City of Tucson
Department of Parks and Recreation
Use Agreement

This Agreement, made and entered into this day of _____, 2013 by and between the City of Tucson, a municipal corporation, herein after referred to as "CITY", Tucson Unified School District No. 1, herein referred to as "TUSD" and the Ft. Lowell Soccer Club Inc., a non-profit organization, herein after referred to as "Ft. Lowell Soccer Club".

WITNESSETH

WHEREAS, it has been determined that the activities of "Ft. Lowell Soccer Club" are in the public interest, and are such as to improve and promote the public welfare of the CITY; and serves to organize and schedule soccer activities at the proposed lighted soccer fields located on the campus of Doolen Middle School, 2400 N. Country Club Road.

WHEREAS, the CITY has entered into an agreement with Tucson Unified School District (TUSD) for the development and maintenance of the proposed lighted soccer fields located at Doolen Middle School (presented as Exhibit A).

WHEREAS, the City of Tucson Mayor and Council and TUSD School Board have determined that to participate in the promotion of soccer activities with the "Ft. Lowell Soccer Club" is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public through youth soccer.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereafter set forth, the parties do mutually agree as follows:

Section 1: Statement of Purpose

The purpose of this Agreement is to provide for and define the joint-use and facility scheduling responsibilities of each party associated with the lighted soccer fields located at Doolen Middle School.

Section 2: Responsibilities of the Ft. Lowell Soccer Club

Ft. Lowell Soccer Club shall:

1. Be a registered IRS Section 501(c)(3) non-profit organization, registered and active member of their representative group(s).
2. Designate organization contact person(s) to provide communication and coordination with each group and with CITY staff and representative(s) and TUSD staff and representative(s).
3. Provide the required insurance coverage for the construction and operation of the lighted soccer fields.
4. Obtain written permission from the CITY, through the CITY'S reservation system, for use of the soccer fields for any purpose, including practices, league play, tournaments or non-soccer related functions

5. Not permit the said premises to be used for any unlawful, improper, immoral, or objectionable purpose. The Ft. Lowell Soccer Club shall not in any way obstruct or interfere with the rights of other occupants of the School or injure or annoy them.
6. Not use or cause or allow to be used the said premises or any part in or about the adjacent area, or present or give or allow to be presented or given therein, any performance, entertainment, representation and/or public or private meeting that is in whole or in part unlawful immoral, indecent, obscene, slanderous, libelous, or otherwise improper or detrimental to the CITY or TUSD or in any way violates TUSD Policy KFA – Public Conduct on School Property or Policy KI – Visitors to Schools.
7. Not use, or permit the use upon said premises, of any liquid or solid substance of explosive or highly flammable nature and shall not allow weapons of any type or nature on the said premises.
8. Not provide signage or decorations on the premises without prior written approval by the CITY and TUSD.
9. Not lock up the facility and/or prevent other scheduled and approved usage of the premises. TUSD may close the facility as deemed necessary.
10. Not distribute any printed material that the CITY of Tucson or TUSD considers objectionable.
11. Be provided by the CITY, through the CITY'S reservation system, "priority" use of the soccer fields. The Ft. Lowell Soccer Club, in association with the United States Soccer Federation, shall have priority use during the period from August 1 through May 31, during weekday (Monday through Friday) from 5:00PM to 10:00PM, Saturdays from 8:00AM to 10:00PM, and Sundays from 8:00AM to 5:00PM.
12. Not have "exclusive" use of school premises.
13. Provide notification and a schedule to the CITY specifying the field utilization during the priority use timeframe. The CITY reserves the right to schedule other activities at the said premises when these fields are not used or, upon the CITY giving ninety (90) day notice, utilizing the said premises for special community events.
16. Not sub-contract the use, lease/rent, or allow usage by any other group(s) of said premises during the priority use timeframe as outlined above without the prior written approval/authorization of the TUSD.
17. Allocate a reasonable deposit, to be determined by TUSD, to TUSD for all keys issued. The Ft. Lowell Soccer Club membership both collectively or individually will be responsible for the keys.
18. Not modify the facilities in any manner without the written approval of the TUSD.

Section 3: Responsibilities of TUSD

TUSD shall:

1. Provide the CITY and the Ft. Lowell Soccer Club with access to the lighted soccer fields and all parking areas at Doolen at all times when they are not in use by the school; to include during weekdays, weekends, holidays and from the last day of school in May through the first day of school in August. TUSD may close the facility as deemed necessary due to maintenance, security or other unforeseen circumstances. To the extent possible, notice of such closure will be provided to both the City and the Ft. Lowell Soccer Club.

2. Provide City with an annual, school-year calendar showing periods of school closures.
3. Issue keys to the Ft. Lowell Soccer Club for access to the on/off control of the said premises lights.
4. Permit use of the lighted soccer fields without discrimination as to sex, age, religion, political affiliation, race, disability or national origin.

Section 4: Responsibilities of the CITY

CITY shall:

1. Provide a contact person for communication and coordination with Ft. Lowell Soccer Club and provide assistance on scheduling and contractual questions.
2. Have the right to close or reject usage of said premises to specific group(s) during non-designated timeframes due to lack of reservation or non-compliance to laws, codes, ordinances, policies, procedures, etc.
3. The CITY reserves the right to schedule other activities at the said premises when these fields are not used or, upon the CITY giving ninety (90) day notice, utilizing the said premises for special community events.
4. Have the right to schedule activities at the said premises that will not interfere with priority use of the Ft. Lowell Soccer Club.
5. Permit use of the lighted soccer fields without discrimination as to sex, age, religion, political affiliation, race, disability or national origin.

Section 5: Americans with Disabilities Act

All construction shall comply with all applicable provisions of the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act (28 CFR Parts 35 and 336).

Section 6: Term of Agreement

This Agreement between parties as described above shall be effective concurrent with the Intergovernmental Agreement of which this is a part.

Section 7: Termination

This agreement may be terminated at any time by mutual written consent, or by any party giving thirty (30) days written notice to the other parties.

Section 8: Disposition of Property Upon Termination

Upon termination of this Agreement, all permanent property constructed upon or fixed to the Doolen soccer fields shall be the property of TUSD. All personal property and equipment owned by all parties for use at the soccer fields shall be the property of the original purchaser.

Section 9: Indemnification

The Ft. Lowell Soccer Club shall indemnify, defend and save harmless the City of Tucson, its Mayor and Council, appointed boards and committees, and commission officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses,

subrogation's, attorney's fees, or actions of any kind and nature resulting from the personal injury to any person, including bodily injury and death, or damages to any property, arising or alleged to have arisen out of the Ft. Lowell Soccer Club's use of and scheduling of the said premises of this agreement, except any such injury or damages arising out of the sole negligence of the City of Tucson, its officers, agents, or employees.

The Ft. Lowell Soccer Club shall indemnify, defend and save harmless the Tucson Unified School District No. 1, its Governing Board, appointed boards and committees, and commission officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation's, attorney's fees, or actions of any kind and nature resulting from the personal injury to any person, including bodily injury and death, or damages to any property, arising or alleged to have arisen out of the Ft. Lowell Soccer Club's use of and scheduling of the said premises of this agreement, except any such injury or damages arising out of the sole negligence of the City of Tucson, its officers, agents, or employees.

Section 10: Non-Discrimination

The City of Tucson and the Ft. Lowell Soccer Club promises to abide by the Human Relations provisions of the Tucson Code, Section 17-21, incorporated herein by this reference.

Section 11: Insurance

The Ft. Lowell Soccer Club shall provide evidence of insurance as follows: Commercial general liability in the amount of \$1,000,000 bodily injury, \$1,000,000 property damage. TUSD and the CITY shall be named as additional insured for all operations performed within the scope of this Agreement. All certificates of insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal and material change.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Dated this _____ day of _____, 2013

ATTESTED: CITY OF TUCSON

As City Clerk and not personally Jonathan Rothschild, Mayor

Approved as to Content:

As City Attorney and not personally Director, City of Tucson
Parks and Recreation Department

TUCSON UNIFIED SCHOOL DISTRICT NO. 1

As TUSD Attorney and not personally President, Governing Board

As Clerk for the Governing Board and not personally

FT. LOWELL SOCCER CLUB

Attorney for Ft. Lowell Soccer Club As Agent Representative and not personally