

## **FORT LOWELL SOCCER FLSC**

### **TUCSON UNIFIED SCHOOL DISTRICT NUMBER ONE**

#### **Financial Participation Agreement**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Tucson Unified School District No. One, hereinafter referred to as "TUSD", and the Ft. Lowell Soccer Club Inc., a non-profit organization, hereinafter referred to as "FLSC".

#### **RECITALS**

WHEREAS, the activities of FLSC are in the public interest and are such as to improve and promote the public welfare;

WHEREAS, FLSC proposes to organize and schedule soccer activities at the proposed lighted soccer/multi-use fields located in the area of Doolen Middle School, 2400 N. Country Club Road;

WHEREAS, the TUSD has entered into an agreement with the City of Tucson for the use and maintenance of the proposed lighted soccer/multi-use fields located at Doolen Middle School;

WHEREAS, the TUSD Governing Board has determined that to participate in the promotion of soccer activities with the FLSC 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**

TUSD and FLSC are dedicated to the design and construction of a lighted soccer/multi-use field complex (the Project), as depicted in Exhibit "A".

#### **Section 2: Services to be Performed FLSC**

FLSC shall:

1. Provide all funding to complete the field lighting element of the soccer/multi-use field construction project.
2. FLSC shall solicit a minimum of three (3), written quotes from contractors for the lighting contract.
3. Designate an organization contact person(s) to provide communication and coordination with the TUSD and associated project representatives.
4. Comply with all applicable provisions of the City of Tucson-TUSD Intergovernmental Agreement at for the soccer fields at Doolen Middle School..

### **Section 3: Services to be Provided by TUSD**

TUSD shall:

1. Provide all funding for the design and construction of two soccer/multi-use fields and features/amenities as described the City of Tucson-TUSD Intergovernmental Agreement at Doolen Middle School.
2. Provide a contact person for communication and coordination with all with the FLSC and associated project representatives.

### **Section 4: 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 5: Term of Agreement**

This Agreement between parties as described above shall be effective upon execution and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2038, unless terminated earlier, as provided herein.

### **Section 6: Termination**

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

### **Section 6a: Disposition of Property Upon Termination**

Upon termination of this agreement, all personal property and equipment owned by either party for use at the facilities shall be the property of the original purchaser. The permanent improvements will be amortized over twenty five years and the TUSD will pay the FLSC 75% of the residual value at the time of termination.

### **Section 7: Indemnification**

The FLSC shall indemnify, defend and save harmless the TUSD, 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 FLSC'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 TUSD, its officers, agents, or employees.

### **Section 8: Insurance**

The Ft. Lowell Soccer FLSC 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 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.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013

TUCSON UNIFIED SCHOOL DISTRICT NUMBER ONE

---

Bryant Nodine, AICP  
Planning Services Program Manager

FT. LOWELL SOCCER FLSC

---

As Agent Representative and not personally