

**FIRST AMENDMENT TO USE AGREEMENT BETWEEN THE CITY OF
TUCSON AND TUCSON UNIFIED SCHOOL DISTRICT FOR THE JOINT USE
OF SCHOOL/PARK FACILITIES
AT
MILES EXPLORATORY LEARNING CENTER**

This First Amendment to the Use Agreement (the “Agreement”) is entered into between Tucson Unified School District of Pima County, a political subdivision of the State of Arizona (hereinafter “TUSD”), and the City of Tucson, a political subdivision of the State of Arizona (hereinafter “CITY”).

RECITALS

1. On December 13, 2005 and by the City as Resolution No. 20286, TUSD and CITY entered into an Intergovernmental Agreement (IGA) to permit the public use of certain outdoor recreational facilities at TUSD schools when those facilities are not in use by the schools.
2. On June 24, 2008, TUSD and CITY entered into a Use Agreement to implement the IGA specifically at Miles Exploratory Learning Center, 1400 East Broadway Boulevard, Tucson, Arizona.
3. TUSD has entered into a Solar Service Agreement (SSA) with Constellation Solar Arizona, LLC (Constellation) to install, operate and maintain solar energy generation facilities (the “System”) at various TUSD sites and Miles Exploratory Learning Center is one of the selected sites.
4. Pursuant to this SSA, TUSD is granting Constellation certain easements on, over, under and across sites for purpose of accessing, installing, operating, maintaining, improving and replacing the System and its related facilities exclusive of areas installed and maintained by the COT.
5. The System will not have any impacts to said improvements at Miles Exploratory Learning Center.

**NOW, THEREFORE, THE PARTIES HEREBY AMEND THE USE
AGREEMENT AS FOLLOWS:**

1. The System will be located within the Recreation Area as shown in Exhibit A.
2. The City agrees to support, through communication, safe and responsible use of the Recreation Area by the public.
3. In the event the future use or alteration of Recreation Area by the City necessitates a rearrangement, relocation or reconstruction of any of the City’s recreational facilities, the City agrees to notify TUSD of the rearrangement, relocation or

reconstruction in writing prior to any such work, and agrees to reasonably cooperate with the TUSD and Constellation so as to not obstruct or interfere with the right of Constellation to access, install, operate and maintain the System.

4. TUSD relieves the City of Tucson of any and all maintenance responsibilities and liability of any actions by the public within the areas where solar panel systems are installed.

All other terms and conditions of the Agreement shall remain in full force and effect.

Dated this _____ day of _____, 2014.

CITY OF TUCSON

TUCSON UNIFIED SCHOOL DISTRICT

By: _____
Fred Gray, Director
Parks and Recreation Department

By: _____
Bryant Nodine, Acting Director
Planning & Student Assignment