

RESOLUTION NO. 2019-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO. 9 FOR USE OF FACILITIES.

WHEREAS, two or more public agencies may enter into an intergovernmental agreement pursuant to A.R.S. § 11-952.A; and

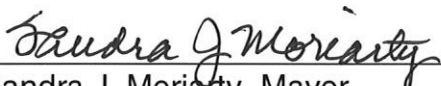
WHEREAS, the City of Sedona ("Sedona") and the Sedona-Oak Creek Joint Unified School District No. 9 ("District") have determined that it would be in their best interests to enter into an intergovernmental agreement regarding joint use of recreational and public facilities; and

WHEREAS, Sedona has reviewed the terms of the proposed agreement for joint use of facilities and determined that it qualifies as an intergovernmental agreement under A.R.S. § 11-952.B.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement between the City and the Sedona-Oak Creek School District No. 9 for the joint use of recreational and public facilities and authorizes the Mayor to execute said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 26th day of March, 2019.




Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Robert L. Pickels, Jr., City Attorney

**INTERGOVERNMENTAL AGREEMENT
WITH THE SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO. 9
FOR USE OF FACILITIES**

This is an Agreement by and between the City of Sedona, a municipal corporation, hereinafter referred to as "City," and the Sedona-Oak Creek Joint Unified School District No. 9, a school district, hereinafter referred to as "District," their successors, heirs and assigns.

Whereas, the District and the City each own certain public facilities in the Sedona area; and

Whereas, on March 26, 2019, the City and District entered into an Intergovernmental Agreement wherein the City and the District agreed to jointly use and operate recreational and other public facilities, which Intergovernmental Agreement terminates on March 26, 2022; and

Whereas, the parties have mutually agreed to enter into a new Intergovernmental Agreement for a three (3) year term to continue the joint use and operation of recreational and other public facilities; and

Whereas, both parties are authorized to carry on the activities included in this Intergovernmental Agreement pursuant to A.R.S. §§ 11-952, 15-341, 15-342, 15-364; and 15-1105.

Now Therefore, in consideration of the terms, conditions and obligations set forth herein, the parties agree as follows.

Section 1. Recitals

The above recitals are true and correct and incorporated herein.

Section 2. Purpose

The purpose of this Intergovernmental Agreement is to provide for the joint use and operation of recreational and other public facilities currently owned by each of the parties hereto to enhance the ability of each party to provide quality programs and services for their respective constituents, in the best interest of the youth and citizens of the Sedona area and to promote the educational function of the District. This Intergovernmental Agreement shall not apply to the Sedona Performing Arts Center, Posse Grounds Pavilion in Barbara Antonsen Memorial Park or the Sedona Community Swimming Pool.

Section 3. District Obligations

The District agrees to provide for the use of the City, its patrons, and citizens the following:

- A. Classrooms, gymnasium space, multi-purpose room and athletic fields at the West Sedona Elementary School and Sedona Red Rock High School for City-sponsored programs that shall be approved in writing by the District, subject to the terms of this Intergovernmental Agreement and any other conditions deemed appropriate by the District.
- B. District shall permit City to place City event signage in or on District real property and facilities upon approval.

- C. Keys for City Staff and City Volunteers to operate approved programs at District facilities. The number of keys will be determined based on need for each program and number of available keys.
- D. West Sedona and Sedona Red Rock parking lots to be used as overflow parking (at no charge) for City events, provided they do not interfere with District events.
- E. Storage space/area for equipment that is used during reoccurring programs. Once the season/program has ended, the equipment must be removed.
- F. The District agrees to notify the City immediately of any problem, malfunction, or need for repair in the owning party's facilities. The District shall reimburse the City for any repair or replacement of City property, equipment or fixtures damaged by the District or damaged during the District's use of the facility.
- G. District calendar of events for each year. Special consideration will be made to avoid scheduling events at West Sedona School on days where permission has already been granted to the City for use of school parking lots.

Section 4. City's Obligations and Duties

The City agrees to provide for the use of the District, its patrons, fundraising ancillaries, and students the following facilities:

- A. Facilities currently owned by the City, including the Hub, Recreation Room and athletic fields for District-sponsored or supported programs that shall be approved in writing by the City, subject to this Intergovernmental Agreement and any other conditions deemed appropriate by the City.
- B. The City shall use the gymnasium, classrooms, multi-purpose room and fields at West Sedona Elementary School and Sedona Red Rock High School free of charge upon written approval from the District as available in coordination with District and rental events. The City shall pay a \$25 per hour custodial fee should the District deem necessary when using facilities on a non-school day. The District reserves the right to adjust the user fee should circumstances deem necessary with written notice as required by Section 7.
- C. The City agrees to notify the District immediately of any problem, malfunction, or need for repair in the owning party's facilities. The City shall reimburse the District for any repair or replacement of District property, equipment or fixtures damaged by the City or damaged during the City's use of the facility. Any lost key will be immediately reported to District. Effected door cores will be replaced at the expense of the City. The District will provide to the City a list of after-hours contact information for the City to report time sensitive and/or emergency issues.
- D. The City reserves the right to charge the District, at rates established in the City's adopted Fee Schedule, for Added Alternatives and Restroom Restocking Fees should they reserve City's fields for event purposes. In such event, an hourly rental fee will not be charged.
- E. Parking lots to be used as overflow parking (at no charge) for District events, provided they do not interfere with City events.

Section 5. General Provisions

- A. The party holding title to each facility shall have first priority for its use. Each party shall give priority to the other over private users, provided said use does not interfere with the party's own programs.
- B. While one party is using the facility of the other, unless the owning party elects to provide on-site supervision, the using party shall be solely responsible for supervision of its patrons, security of buildings and equipment, and the maintenance of required records of usage.
- C. Only authorized individuals, as designated under this Intergovernmental Agreement, can enter the premises on the specific dates and times. Any misuse of the facilities may result in the termination of this Intergovernmental Agreement.
- D. Each party shall be responsible for contacting the other party to fill out all the necessary forms for use of the other party's facility.
- E. The source of funds for financing this Intergovernmental Agreement is limited to the annual budget appropriations of each party.
- F. All items purchased for the benefit of programs shall remain the property of the purchaser.
- G. An agreement to use the swimming pool is outlined in a separate Intergovernmental Agreement.

Section 6. Term of Agreement

This Intergovernmental Agreement shall be for a term of three (3) years, commencing on March 26, 2019, and terminating on March 26, 2022. The parties may, by mutual agreement, agree to extend the Agreement for one (1) additional period of not more than one (1) year.

Section 7. Indemnification

The City shall indemnify and hold the District harmless for any and all claims, expenses, and damages, and all other costs arising out of this Intergovernmental Agreement and the City's use of District facilities. The District shall indemnify and hold the City harmless for any and all claims, expenses, and damages, and all other costs arising out of this Agreement and the District's use of City facilities.

Section 8. Insurance

The City and the District shall provide proof of liability insurance in the amount of One Million Dollars (\$1,000,000.00), each to the other. The other party shall be named as an additional insured on the respective policies of the District and City, and a certificate of insurance shall be provided to the other party. Written notice shall be provided to the District and City, respectively, thirty (30) days prior to cancellation of insurance coverage.

Section 9. Notice

Notice pursuant to this Intergovernmental Agreement shall be provided in writing, by United States, certified, return receipt requested mail, express mail or facsimile transmission, to the following:

City

Justin Clifton
City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

District

Dennis Dearden
Superintendent
Sedona-Oak Creek Joint
Unified School District
225 Brewer Road
Sedona, AZ 86336

Section 10. Entire Agreement

The Intergovernmental Agreement is the entire agreement between the parties, and all oral representations, prior written agreements, or correspondence are superseded by this Intergovernmental Agreement.

Section 11. Amendments or Modifications

Any amendments to this Intergovernmental Agreement shall be in writing, approved by the District and City, and executed with equal dignity herewith.

Section 12. Severability

In the event any provision of this Intergovernmental Agreement is declared void or unenforceable by a court of competent jurisdiction and said provision does not make it impossible to carry out the mutual intent of the parties, all other provisions shall remain in full force and effect.

Section 13. Applicable Law

This Intergovernmental Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. This agreement is subject to termination pursuant to the provisions of ARS §38-511.

Section 14. Termination

This Agreement may be terminated by either party with or without cause by providing ninety (90) days written notice.

CITY OF SEDONA, a municipal corporation of the State of Arizona

By: Sandra J. Moriarty
Sandra J. Moriarty, Mayor

Dated: 4/1/19

ATTEST:

Susan L. Irvine
Susan L. Irvine, CMC, City Clerk

Dated: 4/1/19

Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.

Robert L. Pickels, Jr.
Robert L. Pickels, Jr., City Attorney

Dated: 4/1/19

THE SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona

By: *Dennis Deanda*

Dated: 3-13-19

Its: Superintendent

ATTEST:

Sally Gady

Dated: 3-13-19

Pursuant to A.R.S. § 11-952(D), the undersigned attorney as counsel for the Sedona-Oak Creek Unified School District has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the District.

Attached

Dated: _____

Counsel for the Sedona-Oak Creek Unified School District

Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.

_____ Dated: _____
 City Attorney

THE SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona

By: _____ Dated: _____

Its: _____

ATTEST:

_____ Dated: _____

Pursuant to A.R.S. § 11-952(D), the undersigned attorney as counsel for the Sedona-Oak Creek Unified School District has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the District.

[Handwritten Signature] on behalf of *[Handwritten Title]* Dated: 3-13-19

 Counsel for the Sedona-Oak Creek Unified
 School District