Ivins City Staff Report
City Council Meeting 09/04/14

Agenda Item: Approval of Memorandum of Understanding with Washington County School District for recreation facility use

Submitted by: Benny Sorensen

Recommended City Council Action: Approve the Memorandum of Understanding with Washington County School District

BACKGROUND: For many years we have used Washington County School District facilities for our basketball program and they have used our facilities for the Girls Softball tournament, without a formal agreement. This MOU formalizes this agreement between Ivins City and The Washington County School District. All of the other cities are entering into the same agreement with the District because they have been paying each other to use each other's facilities; this will make it easier to work together to better utilize public facilities.

FINDINGS AND ANALYSIS:

- We have operated this way with the District for many years, but now it will be formally agreed upon by both parties.
- We will be able to use their facilities without charge when they are not being used for school programs and they will be able to use our facilities when they are not being used for one of our programs.
- We will be able to schedule the use of facilities directly with the school principal..

SUPPORT MATERIALS:

- The Memorandum of Understanding

FINANCIAL IMPACT:
None

Respectfully Submitted: Benny Sorensen

Content Review: Dale Coulam, City Manager

MEMORANDUM OF UNDERSTANDING
PARKS AND FACILITIES USE

This Memorandum of Understanding ("MOU") is entered into as of this _____ day of _____, 2014, between Ivins City, Utah, a Utah municipal corporation ("City"), and Washington County School District ("WCSD"). City and WCSD are hereinafter collectively referred to as "Parties."

WHEREAS, both WCSD and the City have constructed recreation facilities, which include but are not limited to parks, playgrounds, gymnasiums, baseball and softball diamonds, soccer fields, tennis courts, and football fields (Recreation Facilities"); and

WHEREAS, in order to maximize the use of and benefit derived from the Parties' respective Recreational Facilities, each of the Parties desires to allow the other to use its Recreation Facilities at no additional cost according to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, WCSD and City hereby agree as follows:

1. Recreation Facilities Use. Subject to full compliance with the terms set forth herein, including without limitation the scheduling, insurance and indemnity provisions set forth below, each party shall be permitted to use the other Party's Recreational Facilities; provided that the Party that owns such Recreational Facilities shall have first priority to schedule and use such Recreational Facilities for its programs and events.

2. Scheduling Required. As a condition to using the Recreational Facilities of another Party, the Party so requesting shall submit to the other Party a request to schedule the desired Recreational Facilities at least sixty (60) days prior to the date of intended use. Requests made by WCSD shall be submitted to City's Parks & Recreation Director. Requests made by City shall be submitted to the principal of the school to which the requested Recreational Facilities pertain.

3. Protection of Recreational Facilities. Each of the Parties agrees to exercise reasonable care in the use of the Recreational Facilities of the other. Specifically, the Party requesting such use shall, maintain such Recreational Facilities in a clean and orderly state and shall remove any hazards, and/or repair any damages to such Recreational Facilities resulting from such use.

4. Insurance; Indemnity. Each of the Parties shall maintain adequate general commercial liability insurance coverage for injuries to persons or damage to property resulting from such Party's use of the Recreational Facilities of the other. In connection therewith, the Party requesting use shall indemnify and hold the other Party Harmless from and against all liability, damages, loss and costs, including reasonable attorneys' fees, which are directly caused by, or arising out of, the requesting Party's acts on or use of such Recreational Facilities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY:	WCSD:
_____	_____
By:	By:
Its:	Its:
ATTEST:	ATTEST:
_____	_____
By:	By:
Its:	Its:

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]