SECOND ADDENDUM TO
MEMORANDUM OF UNDERSTANDING

This Second Addendum to the Memorandum of Understanding between Ivins City (City) and Rocky Vista University (RVU), collectively the "Parties", is entered into effective the _____ day of _____, 2025,

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) for the use of Auditorium 1 at RVU for the purpose of conducting Talk About meetings during calendar year 2023, (a copy of the original MOU is attached hereto as Exhibit "A" and by reference is incorporated herein); and

WHEREAS, paragraph 2 of the MOU stated that future meetings (Talk Abouts) could be scheduled and held at RVU by executing an addendum to the MOU; and

WHEREAS, the Parties then entered into a First Addendum to that MOU to allow for meetings to be held at RVU for calendar year 2024, (a copy of the First Addendum is attached hereto as Exhibit "B" and by reference is incorporated herein);

WHEREAS, the Parties desire to extend the MOU through calendar year 2025 for Talk About meetings held on dates and at times mutually agreeable to the Parties;

NOW, THEREFORE, the Parties hereby agree that paragraph 2 of the MOU shall now read as follows:

> 2. RVU hereby agrees to allow Ivins City to use, rent free, Auditorium 1 for additional meetings (Talk Abouts) to be held during calendar year 2025 on dates and at times mutually agreeable to the Parties. Future meetings may be scheduled and held at RVU by further addenda to the MOU.

All other terms and conditions of the MOU shall remain effective as stated in the MOU.

IVINS CITY:

By: _____
Chris Hart, Mayor

Attest:

_____
Kari D. Jimenez, Ivins City Recorder

ROCKY VISTA UNIVERSITY:

_____

MEMORANDUM OF UNDERSTANDING
ROCKY VISTA UNIVERSITY

This Memorandum of Understanding ("Agreement") is entered into effective the 30th day of January, 2023, by and between IVINS CITY, a municipality and political subdivision of the State of Utah, ("Ivins City" or the "City") and ROCKY VISTA UNIVERSITY, LLC ("RVU"), collectively referred to as "the Parties."

RECITALS

WHEREAS, RVU is a medical school with two large auditoriums identified as Auditorium 1 and Auditorium 2; and

WHEREAS, Ivins City desires to use Auditorium 1 to host a series of "Talk Abouts" that would be open to the public; and

WHEREAS, RVU is willing to allow Ivins City to use Auditorium 1 for such purpose on dates specified herein and upon the terms and conditions set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The foregoing recitals are incorporated herein and made part of this Agreement by this reference.

2. RVU hereby agrees to allow Ivins City to use, rent free, Auditorium 1 on the following 2023 dates for the hours of 6:30 p.m. to 9:00 p.m.: February 22; March 22; April 19; and May 24. Future meetings may be scheduled and held at RVU by an addendum to this agreement.

3. RVU agrees to use its own audio/visual technician for each of the "Talk Abouts" at their expense. Ivins City agrees to designate someone to meet with RVU's technician prior to the first "Talk About" and thereafter as needed.

4. Ivins City desires to broadcast each of the "Talk Abouts" via Zoom and agrees to host the link using Auditorium 1 as the host location.

5. RVU agrees to have one-two security officers during each "Talk About." In addition, Ivins City agrees to have a minimum of one police officer on site at each "Talk About."

6. Ivins City agrees to abide by the following building guidelines:

   a. Rocky Vista University (RVU) is a drug/alcohol/tobacco free campus. Ivins City agrees to convey this to all in attendance in an opening slide or announcement.

   b. RVU is also a weapons free campus. Firearms or weapons of any kind are not permitted in the building. Firearms are permitted in securely locked vehicles in the parking lots as long as they are out of plain view from outside the vehicle. In no event may loaded rifles, shotguns or muzzle-loading rifles be present in vehicles on RVU property. Exception to this policy is granted to city, state or federal law enforcement officers on RVU property for official business.

c. Ivins City will provide RVU with a certificate of insurance naming RVU as an additional insured for any accidents, etc. affecting anyone attending the "Talk Abouts."

d. Ivins City agrees to limit access of attendees to Auditorium 1 and designated access and egress. RVU is not open for tours during these meetings and Ivins City will use reasonable efforts to prohibit attendees from accessing any areas of RVU, other than those areas specifically allowed herein.

IVINS CITY: Attest:

By: _____ _____

Chris Hart, Mayor Kari Jimenez, Ivins City Recorder

IVINS CITY Corporate Seal WASHINGTON COUNTY

ROCKY VISTA UNIVERSITY:

By: _____

David A. Forstein, DO FACOOG

President and CEO

Professor of Obstetrics and Gynecology

FIRST ADDENDUM TO
MEMORANDUM OF UNDERSTANDING

This First Addendum to the Memorandum of Understanding between Ivins City (City) and Rocky Vista University (RVU), collectively the "Parties", is entered into effective the 10th day of January, 2024,

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) for the use of Auditorium 1 at RVU for the purpose of conducting Talk About meetings during calendar year 2023, (a copy of the original MOU is attached hereto as Exhibit "A" and by reference is incorporated herein); and

WHEREAS, paragraph 2 of the MOU stated that future meetings (Talk Abouts) could be scheduled and held at RVU by executing an addendum to the MOU; and

WHEREAS, the Parties desire to extend the MOU through calendar year 2024 for Talk About meetings held on dates and at times mutually agreeable to the Parties;

NOW, THEREFORE, the Parties hereby agree that paragraph 2 of the MOU shall now read as follows:

2. RVU hereby agrees to allow Ivins City to use, rent free, Auditorium 1 for additional meetings (Talk Abouts) to be held during 2024 on dates and at times mutually agreeable to the Parties. Future meetings may be scheduled and held at RVU by further addenda to the MOU.

All other terms and conditions of the MOU shall remain effective as stated in the MOU.

IVINS CITY:

By: _____
Chris Hart, Mayor

IVINS CITY Corporate Seal WASHINGTON COUNTY

Attest: _____
Kari Jimenez, Ivins City Recorder

ROCKY VISTA UNIVERSITY:

_____

FIRST ADDENDUM TO
MEMORANDUM OF UNDERSTANDING

This First Addendum to the Memorandum of Understanding between Ivins City (City) and Rocky Vista University (RVU), collectively the "Parties", is entered into effective the _____ day of January, 2024,

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) for the use of Auditorium 1 at RVU for the purpose of conducting Talk About meetings during calendar year 2023, (a copy of the original MOU is attached hereto as Exhibit "A" and by reference is incorporated herein); and

WHEREAS, paragraph 2 of the MOU stated that future meetings (Talk Abouts) could be scheduled and held at RVU by executing an addendum to the MOU; and

WHEREAS, the Parties desire to extend the MOU through calendar year 2024 for Talk About meetings held on dates and at times mutually agreeable to the Parties;

NOW, THEREFORE, the Parties hereby agree that paragraph 2 of the MOU shall now read as follows:

> 2. RVU hereby agrees to allow Ivins City to use, rent free, Auditorium 1 for additional meetings (Talk Abouts) to be held during 2024 on dates and at times mutually agreeable to the Parties. Future meetings may be scheduled and held at RVU by further addenda to the MOU.

All other terms and conditions of the MOU shall remain effective as stated in the MOU.

IVINS CITY:

By: _____
Chris Hart, Mayor

Attest:

_____
Kari Jimenez, Ivins City Recorder

ROCKY VISTA UNIVERSITY:

David A. Forstein

David A. Forstein, DO FACOOG
President and CEO
8401 S. Chambers Rd., Englewood, CO 80112
255 East Center Street, Ivins, UT 84738
4130 Rocky Vista Way, Billings, MT 59106