FIRST ADDENDUM
MEMORANDUM OF UNDERSTANDING

(RVU Use of City Facilities)

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 3rd day of April, 2025,

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) for the use of Ivins City parks and/or council chambers for the calendar year 2024 (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 the term of the MOU could be extended by executing an addendum to the MOU; and

WHEREAS, the Parties desire to extend the MOU through calendar year 2025;

NOW, THEREFORE, the Parties hereby agree that paragraphs 2 and 6 of the MOU shall now read as follows:

2. The initial term of this MOU is for the remainder of calendar year 2025. Future use of City parks and/or council chambers may be continued for subsequent calendar years by executing a written addendum to this MOU.

* * *

6. RVU will provide the City with a certificate of insurance for not less than $1,000,000 naming Ivins City as an additional insured for the calendar year 2025.

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 (MOU) REGARDING

ROCKY VISTA UNIVERSITY (RVU) USE OF IVINS CITY PARKS

AND COUNCIL CHAMBERS

This Memorandum of Understanding between Ivins City (City) and Rocky Vista University (RVU), collectively the "Parties", is entered into effective the 27th day of June, 2024,

WHEREAS, RVU is a medical school located in the City and, since 2023, has allowed the City to use its large auditoriums to host a series of "Talk Abouts" rent free, which use the City has extended through 2024 by addendum to the original agreement; and

WHEREAS, RVU would like to have its faculty, students and/or others affiliated with RVU (collectively referred to herein as RVU) allowed to use City parks and/or council chambers for RVU sponsored activities from time to time also rent free and under one annual agreement; and

WHEREAS, Ivins City is willing to allow RVU to use its parks and/or council chambers rent free for RVU sponsored activities to the extent not already scheduled for other City and/or community events upon the terms and conditions set forth in this agreement and the exhibits attached hereto;

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. The initial term of this MOU is for the remainder of calendar year 2024. Future use of City parks and/or council chambers may be continued for subsequent calendar years by executing a written addendum to this MOU.

3. When using the council chambers, RVU agrees to limit access to the chambers, the entry area outside the chambers, and the restrooms. Any further use of facilities within City Hall must be agreed to by the City in a separate written addendum.

4. RVU agrees to abide by the rules for use of the City council chambers that are attached hereto as Exhibit "A" and by this reference are incorporated herein.

5. RVU agrees to abide by the rules for use of City park facilities that are attached hereto as Exhibit "B" and by this reference are incorporated herein.

6. RVU will provide the City with a certificate of insurance for not less than $1,000,000 naming Ivins City as an additional insured for calendar year 2024.

7. RVU will provide the City with a signed Hold Harmless Agreement attached hereto as Exhibit "C" and by this reference incorporated herein.

IVINS CITY:

By: _____
Chris Hart, Mayor

IVINS CITY Corporate Seal WASHINGTON COUNTY

Attest:

_____
Kari Jimenez, Ivins City Recorder

ROCKY VISTA UNIVERSITY:

By: David A. Forstein 06/27/2024

David A. Forstein, DO FACOOG

President and CEO

Professor of Obstetrics and Gynecology

IVINS CITY

RVU HOLD HARMLESS AGREEMENT

In consideration of allowing Rocky Vista University (RVU), it's faculty, students and anyone affiliated with RVU (collectively "RVU"), to use Ivins City (City) parks and/or City council chambers RVU hereby agrees to take full responsibility for, and to release Ivins City from, all liability for claims, causes of action, awards ,judgments, losses, damages, injuries and expenses, including attorneys' fees (collectively "claims") that may arise out of RVU's use of City parks and/or council chambers; RVU further agrees to hold Ivins City harmless against any and all such "claims" and to indemnify Ivins City for any and all such "claims" arising from RVU's use of City parks and/or council chamber.

ROCKY VISTA UNIVERSITY:

By: David A. Forstein DO

David A. Forstein, DO FACOOG

President and CEO

Professor of Obstetrics and Gynecology

Date: June 27, 2024

IVINS CITY

Rules for Use of Ivins City Park Facilities

1. **Days and Hours of Use**. The Park Facilities are available Monday through Saturday during regular park hours when the fields are not in use by the Ivins City recreation Programs or by others having a prior reservation. All reservations and times must be approved by the Ivins City Parks and Recreation Department.

2. **Reservation Priority**. Reservation priority will be granted to user groups in the following order:

   a. Ivins City Programs

   b. Local Schools and School District reservations.

   c. Any approved reservations, including RVU reservations, made prior to a new reservation request.

   d. RVU reservations.

   e. Non-profit and commercial groups based in Ivins.

   f. Non-profit and commercial groups based in Washington County.

3. **Reservations**. Reservations can only be made up to one year in advance.

4. **Clean-Up**. User is responsible for restoring the parks/fields to pre-use condition, assuring that all garbage, etc. is cleaned up and placed in the proper receptacles. User accepts responsibility for any damage during the time of their use.

5. **Pets**. There are NO dogs allowed on the diamonds or playing fields and all dogs brought to the park must always be on a 6' leash and under the control of the owner.

6. **Food/Drinks**. If food/drinks are served, it is user's responsibility to clean up and assure that no evidence of these items are left behind.

7. **Alcoholic Beverages** Prohibited within all City parks.

8. **Smoking**. Prohibited within all City parks.

9. **Special Events/Promotions**. No special events, sales promotions, private advertising, solicitations, or other such events are permitted unless the user has applied for and received a Special Event Permit from the City.

10. **Insurance**. User must deliver to the City a certificate of insurance in the amount of not less than $1,000,000 naming Ivins City as an additional insured on user's commercial liability insurance policy.

11. **Hold Harmless Agreement**. In consideration of being allowed to use City property, the user agrees to hold the City harmless from any and all claims arising related to the user's use of City property.

Rules for Use of Ivins City Council Chambers

Facility Rental:	Facility use includes the Council Chambers, tables, chairs, kitchen, public restrooms, and the outdoor grounds. **Renter must meet with and tour facility in person with a City employee prior to planning an event.** Any table and chairs to be set-up outside must be brought in by renter and are the responsibility of the renter facility tables and chairs are not to be removed from Council Chambers. If outdoor grounds are used as part of rental, the renter is also responsible for cleaning of the outdoor grounds. Maximum Council Chambers Occupancy in accordance with state fire code.
Hours of Use:	The Renter will have the use of the facility for their reserved time (refer to Rental Application). These hours include set-up, photography sessions, the event, and clean up. Morning events may begin as early as 8:00 a.m. Evening events must conclude no later than 10:00 p.m. and clean-up no later than 11:00 p.m.
Catering/Food & Beverage:	No food preparation will take place on site – food must be brought ready to serve. All food product and waste is to be removed off-site following the event.
Alcohol/ Smoking/ Pets:	No alcohol is permitted on City grounds. Ivins City is a smoke free City; smoking is not permitted in public buildings or on grounds. Illegal drugs are strictly prohibited. Pets are not to be brought to the facility or grounds. Please advise your guests of our policies. **Subject to citation if abused and shut down of the event.**
Decorations:	The specified venue will be available for decorations to be provided by outside vendors or self. All decorations and other preparations must be set up and removed within the time period reserved. No decorations may be affixed to any walls, ceiling, light fixtures or structures without the expressed, specific approval of a City employee. No lighted candles are allowed in the building.
Music/Entertainment:	Some restrictions are required in the set-up of equipment and sound level. Ivins City reserves the right to regulate the level of the music deemed applicable during your function as well as placement of instruments. If this factor becomes a problem at any time during your event, Ivins City representatives reserve the right to end your function without a refund.
Set-Up/Deliveries:	Due to other functions being held in the Council Chambers facility, we are not able to guarantee set-up of the room the night prior to your event. Flowers, cakes, decorations, gifts, and clothing may be delivered anytime within the Renters designated time frame.
Parking:	Free parking is available in the parking lot of the City Hall Building and on surrounding city streets.
Cancellations:	Cancellations must be received 5 days prior to the Renters scheduled event. Any cancellation within 5 days will forfeit the Reservation Deposit.
Etiquette/ Children/ Liability for Guests:	Individuals making reservations are responsible for any damage to/or items taken from the facility by anyone attending the event. Please watch your children as they are not permitted to roam the building unattended. All children 12 and under in attendance should remain in the rented area(s) or be supervised by an adult 18 or older. Renter agrees to abide by the determination of City staff in their assessment of damages and special clean up caused by the event to City property. Renter agrees to be responsible for assessed damages and clean up.
Reservation:	To confirm a date, time, and proper clean up, a signed agreement must be given to the City 7 business days in advance. The reservation is not secured until the full amount is paid in full. This will be returned to the Renter if the City is notified 5 days prior to event. If scan key card is lost or not returned, $25 will be charged to the Renter.
Billing Information:	Payment in full is required seven (7) business days prior to your event. Renter agrees to pay all costs of collections, including reasonable attorney's fees.
Additional Information:	Absolutely no confetti, rose petals, birdseed, rice, or similar decorative items may be used on the property. Failure to adhere to this policy may result in full loss of deposit.
Rental Room Contact:	For further information contact: Ivins City: (435) 628-0606. Contact information for the Room Coordinator will be given upon payment of deposit. The Coordinator will be responsible for room arrangements, such as temp. controls, set-up & take down of facility chairs and tables, & serve as the general contact during the event.