

City Council Staff Report

August 5, 2015

Applicant: Mapleton City/
Nebo School District

Nebo School District

Prepared by: Stacey Child

Public Hearing: No

REQUEST

To consider a resolution authorizing the Mayor to sign an Interlocal Agreement with Nebo School District for the Master Facility Use.

BACKGROUND AND PROJECT DESCRIPTION

1. Currently Mapleton City has an Interlocal Cooperation Agreement dated December 6, 2011 with Nebo School District for the use of the School District's and City Facilities.
2. On December 3, 2013 the City Council approved to pay an estimated cost of \$214,600 for the expansion and other improvements associated with the construction of Maple Ridge Elementary School.
3. In conjunction with the new elementary school, Mapleton City and Nebo School District would like to update the current Interlocal Cooperation Agreement. (See attached the Interlocal Cooperation Agreement.)

STAFF RECOMMENDATION

Staff recommends approval of the proposed Interlocal Cooperation Agreement.

ATTACHMENTS

1. Proposed Interlocal Cooperation Agreement.

NEBO SCHOOL DISTRICT & MAPLETON CITY
MASTER FACILITY USE
INTERLOCAL COOPERATION AGREEMENT

THIS NEBO SCHOOL DISTRICT & MAPLETON CITY - MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ("School District"), a political subdivision of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660, and MAPLETON CITY ("City"), a political subdivision of the State of Utah, of 125 West Community Center Way, Mapleton, Utah, 84664.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in the shared use of the School District's Facilities and the City's Facilities located in Mapleton and Spanish Fork, Utah, in conjunction with the School District's classes, programs, activities, and events; and the City's classes, programs, activities, and events, as described herein; and

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

The School District and City do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a six (6) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Nebo School District Coordinator of School Services, or his/her designee; (b) the Nebo School District Operations Director, or his/her designee; (c) the Nebo School District Legal Counsel, or his/her designee; (d) the Mapleton City Administrator, or his/her designee; (e) the Mapleton City Parks & Recreation Director, or his/her designee; and (f) a Mapleton City Council Member, or his/her designee. The Nebo School District Coordinator of School Services, or his/her designee, and the Mapleton City Parks & Recreation Director, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary and shall, in addition to any other duties and responsibilities set forth in this Agreement, establish usage guidelines and rules, scheduling procedures, supervision and security, custodial duties, and payment of expenses associated with the Facilities, as described herein, subject to the terms and conditions of this Agreement. Governance of the Committee shall

be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Superintendent of the School District and the City Mayor shall mutually cast a final vote to break the deadlock.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of sharing the use and maintaining the School District's Facilities and the City's Facilities located in or about Mapleton and Spanish Fork, Utah, in conjunction with the School District's classes, programs, athletic teams, activities, and events, including community school classes and programs; and the City's classes, programs, activities, and events, including city recreation teams and programs, and to set forth the respective duties and responsibilities of the School District and the City in conjunction therewith. Exhibit "A" attached hereto contains a list of the various School District Facilities along with the authorized uses, responsibilities, services and considerations of the City. Exhibit "B" attached hereto contains a list of the various City Facilities along with the authorized uses, responsibilities, services and considerations of the School District.

SECTION FOUR
USE AND SCHEDULING OF FACILITIES

A. School District Facilities: The School District shall have the exclusive use of its buildings, properties, and facilities (the "School District Facilities") during school hours and during school related classes, programs, athletic teams, activities, and events, including community school classes and programs. At other times when the School District Facilities are not being used by the School District, the School District may schedule the use of the School District Facilities for appropriate City classes, programs, activities, and events, including city recreation teams and programs. The City acknowledges and agrees that the School District may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the School District Facilities in accordance with Nebo School District's School Facility Use Policy #ECF. The specific City classes, programs, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the School District Facilities, and in compliance with applicable School District policies, procedures, and directives. All scheduling and access arrangements for the use of the School District Facilities shall be coordinated through the respective school principals or assistant principals. The City may schedule dates and times for the use of the School District Facilities up to one (1) year in advance by using a School District form requesting use of School District Facilities. With the exception of the facilities located at Maple Mountain High School (the "MMHS Facilities"), to the extent legally and reasonably possible, the School District shall give the City second priority in scheduling the use of the School District Facilities (subsequent to the School District who has first priority). As to the MMHS Facilities, to the extent legally and reasonably possible, the School District shall jointly give Mapleton City and Spanish Fork City second priority in the scheduling and use of the MMHS Facilities (subsequent to the School District who has first priority). It is understood and agreed that Mapleton City and Spanish Fork City shall mutually coordinate their respective schedules and uses of the MMHS Facilities. In the event that Mapleton City and Spanish Fork City are unable to come to a mutual agreement as to their respective schedules and uses of the MMHS Facilities, the Superintendent of the School District or his/her designee shall, in his/her sole and absolute discretion, make the final decision to resolve the scheduling and use dispute. Said decision may include, but is not limited to: (a) the decision to allow either Mapleton City or Spanish Fork City the right to schedule and use the MMHS Facilities which are in dispute; or (b) the decision to not allow either Mapleton City or Spanish Fork City the right to schedule and use the MMHS Facilities which are in dispute. However, as with any scheduling of the School District Facilities, whether by the City or other individuals or entities, school related classes, programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the School District Facilities by the School District, as determined to be in

the best interests of the School District, will take precedence over any prior scheduling by the City or any other individuals or entities. In the event the City disagrees with the School District's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the City's prior scheduled use of the School District Facilities, the City shall attempt to resolve the issue with the School District at the lowest level possible beginning with the school principal and continuing up to the Superintendent of the School District. Use of the School District Facilities by the City shall be in accordance with all the terms, conditions, rules, and regulations set forth in Nebo School District's School Facility Use Policy #ECF, which policy is incorporated fully herein and made a part of this Agreement. The City's use of the School District Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by the school administrators and/or custodians. Upon giving reasonable prior notice to the City, the School District may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the School District as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the City for the use of the School District Facilities as set forth in Exhibit "A" hereto, there will be no rent charged for the City's use of the School District Facilities. However, the City shall be responsible to pay any and all costs for the employment of school personnel, such as supervisors, custodians, technicians, and food service workers. The City shall be entitled to use the School District Facilities subject to the following conditions:

1. The City shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The City shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The City shall not commit or suffer to be committed any public or private nuisance.
4. The City shall maintain the School District Facilities in a reasonably clean and safe condition.

B. City Facilities: The City shall have the exclusive use of its buildings, properties, and facilities (the "City Facilities") for city related classes, programs, activities, and events, including city recreation teams and programs. At other times when the City Facilities are not being used by the City, the City may schedule the use of the City Facilities for appropriate School District classes, programs, athletic teams, activities, and events, including community school classes and programs. The School District acknowledges and agrees that the City may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the City Facilities in accordance with its policies and procedures. The specific School District classes, programs, athletic teams, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the City Facilities, and in compliance with applicable City policies, procedures, and directives. All scheduling and access arrangements for the use of the City Facilities shall be coordinated through the City Parks & Recreation Department. The School District may schedule dates and times for the use of the City Facilities up to one (1) year in advance by using a City form requesting use of City Facilities. To the extent legally and reasonably possible, the City shall give the School District second priority in scheduling the use of the City Facilities (subsequent to the City who has first priority). However, as with any scheduling of the City Facilities, whether by the School District or other individuals or entities, city related programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the City Facilities by the City, as determined to be in the best interests of the City, will take precedence over any prior scheduling by the School District or any other individuals or entities. In the event the School District disagrees with the City's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the School District's prior scheduled use of the City Facilities, the School District shall attempt to resolve the issue with the City at the lowest level possible beginning with the Mapleton City Parks & Recreation Director and continuing up to the City Administrator. Use of the City Facilities by the

School District shall be in accordance with all the terms, conditions, rules, and regulations set forth in City's Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The School District's use of the City Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by City supervisors. Upon giving reasonable prior notice to the School District, the City may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the City as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the School District for the use of the City Facilities as set forth in Exhibit "B" hereto, there will be no rent charged for the School District's use of the City Facilities. However, the School District shall be responsible to pay any and all costs for the employment of City personnel, such as supervisors, custodians, and technicians. The School District shall be entitled to use the City Facilities subject to the following conditions:

1. The School District shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The School District shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The School District shall not commit or suffer to be committed any public or private nuisance.
4. The School District shall maintain the City Facilities in a reasonably clean and safe condition.

SECTION FIVE **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

SECTION SIX **CUSTODIAL & MAINTENANCE SERVICES**

A. School District Facilities: The School District shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the School District Facilities. In addition, the City shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the City's use of the School District Facilities. In the event a City activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the School District to incur additional custodial and maintenance costs above and beyond normal duties, the City agrees to be responsible to reimburse the School District for said custodial and maintenance costs which are incurred as a direct result of the City's use of the School District Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Parks & Recreation Director or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the City to the School District within thirty (30) days following receipt of a written invoice therefore.

B. City Facilities: The City shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the City Facilities. In addition, the School District shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result

of the School District's use of the City Facilities. In the event a School District activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the City to incur additional custodial and maintenance costs above and beyond normal duties, the School District agrees to be responsible to reimburse the City for said custodial and maintenance costs which are incurred as a direct result of the School District's use of the City Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Parks & Recreation Director or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the School District to the City within thirty (30) days following receipt of a written invoice therefore.

SECTION SEVEN **SUPERVISION AND SECURITY**

A. School District Facilities: The City shall be responsible to provide and pay for all necessary and appropriate supervision and security during the City's use of the School District Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the School District has any concerns with a specific City supervisor, the School District shall discuss and attempt to resolve said concerns with the City. In the event the concerns cannot be adequately resolved, the School District may request the City to replace the individual with another City supervisor.

B. City Facilities: The School District shall be responsible to provide and pay for all necessary and appropriate supervision and security during the School District's use of the City Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the City has any concerns with a specific School District supervisor, the City shall discuss and attempt to resolve said concerns with the School District. In the event the concerns cannot be adequately resolved, the City may request the School District to replace the individual with another School District supervisor.

SECTION EIGHT **PERSONAL PROPERTY**

Each party shall be responsible to provide its own athletic equipment and other personal property (herein referred to as "Personal Property") to be used in conjunction with the use of the other party's Facilities. Each party shall be the owner of its respective items of Personal Property. Each party shall be responsible for any loss, damage, or destruction incurred to its respective items of Personal Property, and to maintain insurance on the same. Unless otherwise authorized in writing by the other party, no Personal Property owned by one party may be left or stored at the other party's Facilities, and in the event such Personal Property is left or stored at the other party's Facilities, the parties hereby acknowledge and agree that the other party shall not be liable for any loss or damage to said Personal Property from whatever cause. The parties further acknowledge and agree that there may be items of Personal Property that are jointly owned by the School District and the City. Such jointly owned Personal Property may be used by both parties, and both parties are jointly responsible for its care, maintenance, and repair. In addition, there may be items of Personal Property that are inherently connected with the use of a party's particular facility for which the other party may be authorized to use in connection therewith.

SECTION NINE
ADMINISTRATION OF AGREEMENT

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School District or the City.

SECTION TEN
FILING OF AGREEMENT

A copy of this Nebo School District & Mapleton City - Master Facility Use Interlocal Cooperation Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
INSURANCE

A. City Insurance: The City shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the City's use of the School District Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the Utah Risk Management Mutual Association ("URMMA").

B. School District Insurance: The School District shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the School District's use of the City Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management ("State Risk Management").

C. Property Insurance: Each party shall procure and maintain in force at its expense during the term of this Agreement property insurance for each party's Facilities.

SECTION TWELVE
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION THIRTEEN
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Twelve above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be

cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION FOURTEEN
LIABILITY FOR INJURY, LOSS, OR DAMAGE TO PERSONS OR PERSONAL PROPERTY

A. **City Use:** The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify and hold harmless the School District for any death, personal injury, loss, or damage to persons or personal property (hereinafter "losses") arising out of the City's use of the School District Facilities, except for losses arising out of the sole negligence of the School District.

B. **School District Use:** The School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify and hold harmless the City for any death personal injury, loss, or damage to persons or personal property (hereinafter "losses") arising out of the School District's use of the City Facilities, except for losses arising out of the sole negligence of the City.

SECTION FIFTEEN
DAMAGE OR DESTRUCTION TO FACILITIES

A. **City Use:** If the School District Facilities are damaged or destroyed as a result of the use thereof by the City, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the City as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

B. **School District Use:** If the City Facilities are damaged or destroyed as a result of the use thereof by the School District, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the School District as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

SECTION SIXTEEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION SEVENTEEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION EIGHTEEN
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Administrator at the above address. Either party may notify the other to designate a different address for mailing.

SECTION NINETEEN
ANNUAL REVIEW

The Committee set forth in Section Two shall meet annually to review this Agreement. The Committee shall specifically review and assess the usage of the School District Facilities and the City Facilities and the considerations given in exchange therefore as set forth in Exhibits "A" and "B" hereto. The objective of the Committee during their annual review is to make any necessary revisions or amendments to Exhibits "A" and "B" of this Agreement in order to achieve an acceptable level of "fundamental fairness" between the parties for the use of their respective Facilities.

SECTION TWENTY
TERMINATION

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least one (1) year prior written notice of the same.

SECTION TWENTY-ONE
ACCEPTANCE OF FACILITY CONDITION

A. City Acceptance: The City agrees to use the School District Facilities in their "AS IS" condition. If repairs or maintenance are necessary or desirable, the City may request the School District to make such repairs and maintenance, but the School District is not under any obligation to do so. If the City makes repairs or conducts maintenance it shall be at its own cost.

B. School District Acceptance: The School District agrees to use the City Facilities in their "AS IS" condition. If repairs or maintenance are necessary or desirable, the School District may request the City to make such repairs and maintenance, but the City is not under any obligation to do so. If the School District makes repairs or conducts maintenance it shall be at its own cost.

SECTION TWENTY-TWO
GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

C. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

D. **Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

E. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

F. **Exhibits.** The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. **Gender and Number.** The singular number include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

I. **Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

J. **No Partnership, Joint Venture, or Third Party Rights.** Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

K. **No Waiver of Governmental Immunity.** Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

L. **Effect on Previous Contracts and Interlocal Cooperation Agreements.** In general, it is the intent of the parties that this Agreement not supersede any previous Contracts and/or Interlocal Cooperation Agreements entered into between the School District and the City regarding the shared use of School District Facilities or City Facilities. This Agreement is in effect supplementing and clarifying the parties' respective roles, duties, and responsibilities in relation to each other with the shared use of School District Facilities and City Facilities that may be specifically addressed in previous Contracts and/or Interlocal Cooperation Agreements. The parties hereby acknowledge and agree that the following Contracts and/or Interlocal Agreements are currently in effect as of the date of this Agreement which concern the Facilities of the School District and the City:

1. Mapleton Junior High School Interlocal Cooperation Agreement, dated effective January 12, 2005;
2. Addendum No. 1 to Mapleton Junior High School Interlocal Cooperation Agreement, dated effective July 19, 2006;
3. Mapleton Junior High School Tennis Courts Interlocal Cooperation Agreement, dated effective July 19, 2006; and

4. Hobble Creek Elementary Interlocal Cooperation Agreement, dated effective April 24, 2002.

Notwithstanding the foregoing, the terms and conditions set forth in this Agreement, including those in Exhibits "A" and "B" attached hereto, shall supersede and are controlling over any contradictory or inconsistent terms and conditions contained in any previous Contracts, Interlocal Agreements, or Exhibits.

-SIGNATURES ON FOLLOWING PAGE-

IN WITNESS WHEREOF, the parties have signed and executed this Nebo School District & Mapleton City - Master Facility Use Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2015.

MAPLETON CITY

By: _____
BRIAN WALL, Mayor

ATTEST:

By: _____
CAMILLE BROWN, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

ERIC JOHNSON,
Mapleton City Attorney

DATED this 8th day of July, 2015.

BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT

By: Kristen C. Betts
KRISTEN C. BETTS, Board President

ATTEST:

By: Tracy D. Olsen
TRACY D OLSEN, Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Reed B. Park
REED B. PARK,
Nebo School District Legal Counsel

EXHIBIT "A"

CITY USE OF SCHOOL DISTRICT FACILITIES MAPLE MOUNTAIN HIGH SCHOOL	
FACILITY	AUTHORIZED USES
Auditorium	Community concerts and special events.
Main Gymnasium	Adult and youth basketball leagues and programs. Youth wrestling practices and matches.
Auxiliary Gymnasium	Youth basketball and volleyball leagues and programs. Adult volleyball leagues and programs.
Baseball Field	Colt baseball league.
Softball Field	Phoenix softball league.
Classrooms	City recreation classes. Coaches meetings.
Football Field	Youth track and field meets.
Tennis Courts	Community use after school hours and outside school activities and events.
Track	Youth track and field meets. Summer youth track club practices and meets. Community use after school hours and outside school activities and events.
Playing Fields	Youth soccer games and practices. Youth lacrosse games and practices.
Parking Lots	Parking for all City sponsored activities and events.
MAPLETON JUNIOR HIGH SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasiums	Girls and Boys basketball games and practices. Girl's volleyball games and practices. Women's volleyball games and practices. South Valley Slam Tournament. Youth wrestling tournament.
Playing Fields	Youth soccer, flag football, and lacrosse games and practices.
Wrestling Room	Youth wrestling practices and matches.
Storage Area	Athletic equipment.
Parking Lots	Parking for all City sponsored activities and events.
MAPLETON ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Playing Fields	Youth soccer and baseball games and practices.
Parking Lots	Parking for all City sponsored activities and events.
HOBBLE CREEK ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Girls and Boys basketball and volleyball games and practices.
Playing Fields	Youth sports team practices.
Storage Area	Athletic equipment.
Parking Lots	Parking for all City sponsored activities and events.
MAPLE RIDGE ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Girls and Boys basketball and volleyball games and practices.
Playing Fields	Youth sports team practices.
Storage Area	Athletic equipment.
Parking Lots	Parking for all City sponsored activities and events.

EXHIBIT "A" - CONTINUED

CITY CONSIDERATIONS

- Pay fifty percent (50%) of all culinary and secondary pressurized irrigation water charges, assessments, and fees at Mapleton Elementary School and Hobbie Creek Elementary School.
- Pay fifty percent (50%) of all outdoor or secondary pressurized irrigation water charges, assessments, and fees at Mapleton Junior High School. (Outside water meter)
- Provide assistance in maintenance, field preparation, and equipment for Maple Mountain High School's football field during the high school season. Field preparation includes, grooming, lining, painting, and other facility maintenance as needed (if utilized by the City).
- Provide field paint for all varsity, junior varsity, and sophomore football games (if utilized by the City).
- Provide assistance in maintenance, field preparation, and equipment for Maple Mountain High School baseball and softball games during the high school season. Field preparation includes grooming, lining, painting, and other facility maintenance as needed.
- Provide paint for all varsity, junior varsity, and sophomore baseball and softball games.
- Provide assistance in maintenance, field preparation, and equipment for Maple Mountain High School boys and girls soccer games during the high school season.
- Provide paint for all varsity, junior varsity, and sophomore soccer games (if utilized by the City).
- Provide labor and organization of all track and field meets.
- School District use of City Facilities.
- General good faith cooperation and considerations to the School District.

EXHIBIT "B"

NEBO SCHOOL DISTRICT USE OF CITY FACILITIES	
MEMORIAL HALL	
FACILITY	AUTHORIZED USES
Memorial Hall	School classes, programs, athletic teams, activities, field trips, and events. Team nights.
MAPLETON CITY PARK	
FACILITY	AUTHORIZED USES
Pavilions / Playing Fields	School classes, programs, athletic teams, activities, field trips, and events.
Parking Lots	Parking for all School District sponsored activities and events.
EAGLE ROCK PARK	
FACILITY	AUTHORIZED USES
Pavilions / Playing Fields	School classes, programs, athletic teams, activities, field trips, and events.
Parking Lots	Parking for all School District sponsored activities and events.
HARVEST PARK	
FACILITY	AUTHORIZED USES
Pavilions / Playing Fields	School classes, programs, athletic teams, activities, field trips, and events.
Parking Lots	Parking for all School District sponsored activities and events.
IRA ALLAN SPORTS PARK	
FACILITY	AUTHORIZED USES
Pavilions / Playing Fields	School classes, programs, athletic teams, activities, field trips, and events.
Parking Lots	Parking for all School District sponsored activities and events.
WING POINTE PARK	
FACILITY	AUTHORIZED USES
Pavilions / Playing Fields	School classes, programs, athletic teams, activities, field trips, and events.
Parking Lots	Parking for all School District sponsored activities and events.
NORTH PARK	
FACILITY	AUTHORIZED USES
Pavilions / Playing Fields	School classes, programs, athletic teams, activities, field trips, and events.
Parking Lots	Parking for all School District sponsored activities and events.
RECEPTION CENTER	
FACILITY	AUTHORIZED USES
City Reception Center	School District meetings, dinners, and events.
Parking Lots	Parking for all School District sponsored activities and events.
NEBO SCHOOL DISTRICT CONSIDERATIONS	
<ul style="list-style-type: none"> • City use of School District Facilities. • General good faith cooperation and considerations to the City. 	