

MIDVALE CITY

RESOLUTION NO. 2015-R-34

A RESOLUTION APPROVING THE PARKS LEASE AGREEMENT BETWEEN MIDVALE CITY AND THE UTE CONFERENCE, HILLCREST DISTRICT AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY.

WHEREAS, the Ute Conference, Hillcrest District runs a youth football program that serves the youth of Midvale City; and

WHEREAS, Midvale City owns and maintains parks to beautify the City and provide recreational opportunities for its citizens; and

WHEREAS, the Ute Conference, Hillcrest District wishes to lease park space from the City to run its youth football program; and

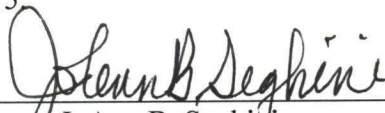
WHEREAS, the City wishes to provide an opportunity for its youth to participate in a youth football program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah, as follows:

SECTION ONE: That the Midvale City Council approves the Parks Lease Agreement between Midvale City and the Ute Conference, Hillcrest District attached as Exhibit "A".

SECTION TWO: That the Midvale City Council authorizes the Mayor to sign said agreement on behalf of the City.

PASSED AND APPROVED this 6th day of June, 2015.



Mayor JoAnn B. Seghini


[SEAL]



VOTING:

Quinn Sperry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Paul Glover	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Paul Hunt	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Wayne Sharp	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Stephen Brown	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:



Rori L. Andreason, MMC
City Recorder

Midvale Parks Lease Agreement

This Agreement to lease a park owned and maintained by Midvale City to be used to host youth football activities is made and entered into as of June 8, 2015, by and between Midvale City, a Utah municipal corporation, and the Ute Conference Incorporated.

Background

Ute Conference runs a youth football program that serves Midvale youth; and

Midvale owns and maintains parks to beautify the city and provide recreational opportunities for its citizens; and

Ute Conference wishes to lease park space from Midvale to run its youth football program; and

Midvale wishes to provide an opportunity to participate in youth football to its citizens;

Therefore, in consideration of the lease amount and provisions set forth in the Agreement, Midvale and Ute Conference agree as follows:

Agreement

1. Midvale City Main Park

- A. **Location.** Midvale will provide a portion of Main Park located at 350 West Center Street, Midvale, for use by Ute Conference.
- B. **Fields.** Ute Conference may use Main Park from Center Street north to the Senior Center. Approximately 3 full-size fields will be temporarily striped by Ute Conference the day of or the day before games at the south and center of Main Park.
- C. **Permitted Uses.** Ute Conference may use the fields of Main Park for sign-ups, practices, games, and tournaments during the Ute Conference season.
- D. **Use of Facilities.** Ute Conference may use the existing restrooms located at the center of Main Park.
 - i. **Storage Facility.** Midvale and Ute Conference may add an addendum to this Agreement if Midvale and Ute Conference decide to build a storage facility to store uniforms and equipment.
 - ii. **Temporary Facilities.** Ute Conference may provide temporary facilities including bleachers and temporary fencing for tournament games with Midvale's written permission. Ute Conference must provide Midvale a reasonable amount of time to review any requests for additional facilities. Ute Conference is solely responsible for paying for any temporary facilities.
 - iii. **Parking.** In the event parking becomes an issue with Main Park neighbors because of Ute Conference use, Midvale and Ute Conference agree to negotiate a workable solution in good faith.

- iv. **Signage.** Ute Conference may post signage with Midvale's written permission.
- E. **Scheduling.** Ute Conference must provide Midvale a schedule of Ute Conference's use of Main Park at least 1 month before the beginning of each season.
 - i. **Sign-ups.** Sign-ups may be allowed for 1 or 2 days each year in July.
 - ii. **Practices.** Practices may be allowed daily during the season.
 - iii. **Games.** Games may be allowed every Saturday of the season.
 - iv. **Playoffs and Championships.** Playoff and championship games may be scheduled in October and November.
 - v. **City Celebrations.** The Ute Conference schedule of Main Park may not interfere with Harvest Days and Cinco de Mayo celebrations. The dates of these events may be found on Midvale's website (www.midvalecity.org) or the following websites (www.midvaleharvestdays.com; www.midvalecincomayo.net).

2. **Payment**

- A. **Payment Amount.** Ute Conference will pay Midvale \$5 per Hillcrest District participant.
- B. **Payment Date.** Ute Conference must pay Midvale on or before August 31 of each year of the lease.
- C. **Payment Use.** Midvale will exclusively use Ute Conference's annual payment to make improvements to Main Park that will assist with Ute Conference activities.

3. **Lease Term**

The Agreement will become effective on the date above and will terminate at 11:59:59 pm on April 30, 2020.

4. **Termination**

- A. **Notice.** Either party may terminate the Agreement by providing the other party written notice 30 days in advance of the desired termination date.
- B. **Refund.** In the event that Midvale terminates the Agreement during the Ute Conference season, Midvale will refund Ute Conference its payment for that season. In the event that Ute Conference terminates the Agreement during its season, Ute Conference will not receive a refund from Midvale for that season.

5. **Indemnification**

Ute Conference recognizes that football is an inherently dangerous activity and that its participants play at their own risk. Ute Conference agrees to defend, indemnify, and hold harmless Midvale and its officials, employees, and all others acting on Midvale's behalf from and against all damages, liabilities, and claims relating to participation in Ute Conference's youth football league or Ute Conference's use of Main Park.

6. Default

- A. **Default.** If either party fails to perform its obligations under this Agreement, the breaching party will be considered in default of the Agreement.
- B. **Notice/Cure.** The non-breaching party must provide the breaching party written notice of the breach and provide 14 days to correct the breach from the time of the notice.
- C. **Termination.** If the breach has not been corrected with 14 days of the notice, the non-breaching party may immediately terminate the Agreement.
- D. **Refund.** Upon termination of the Agreement, any refunds will be decided in accordance with Section 4(B) 'Refund' of this Agreement.

7. Waiver.

Failure by either party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Any party may waive any of its rights or any conditions by written notice to the other party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any other existing or subsequently occurring breach.

8. Modification

Any modification to the Agreement is prohibited without prior written consent by both parties.

9. Force Majeure

Neither party will be held responsible for delay or default caused by fire, flood, riot, acts of God, war, or any event that is beyond the parties' reasonable control.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

11. Severability

In the event that any condition of the Agreement is held to be void, the voided condition will be considered severable from the remainder of the Agreement and will not affect any other condition in the Agreement. If the condition is invalid due to its scope or breadth, the condition will be considered valid to the extent of the scope or breadth permitted by law.

12. Applicable Law


The Agreement is governed in accordance with the laws of the State of Utah.

[Signature Page to Follow]

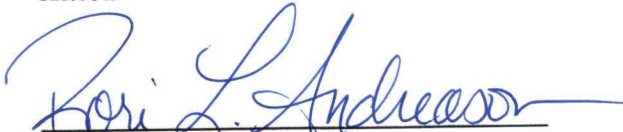
Midvale and Ute Conference have read and understand the terms of the Agreement. Both parties have demonstrated their willingness to enter into the Agreement as of the date above by having their authorized representatives sign below.




Midvale City
7505 South Holden St.
Midvale, Utah 84047
(801) 567-7225


JoAnn B. Seghini, Mayor

Attest:


Roni Andreason, City Recorder
Midvale City

Ute Conference, Hillcrest District


Mike Groth, District President
E-Mail: mtthgroth@hotmail.com