

RESOLUTION No. 11-02-2013

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UTAH VALLEY UNIVERSITY (UVU) AUTHORIZING THE USE OF THE PUBLIC SAFETY TRAINING ROOM TO OFFER DISTANCE EDUCATIONAL COURSES

WHEREAS, the City of Santaquin has been actively working to bring an offering of higher educational course offerings within its city limits for the benefit of its citizens and those of neighboring communities; and


WHEREAS, the City of Santaquin and UVU desire to coordinate efforts regarding the offering of distance educational courses in the Santaquin City area utilizing the training room facilities within the Santaquin City Public Safety Building ; and

WHEREAS, Santaquin and UDOT desire now to enter into a Cooperative Agreement to facilitate the terms of use of the public safety training room for the purpose of offering distance educational courses for the 2014 calendar year;


NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:

1. The Santaquin City Council approves and authorizes the Mayor to execute the Training Room Use Agreement between Santaquin City and UVU, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This resolution shall take effect immediately upon its passage

PASS AND APPROVED this 6th day of November, 2013.


James E DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder





UTAH VALLEY UNIVERSITY
OFFICE of ACADEMIC AFFAIRS

AGREEMENT

This Agreement is entered into this 20th day of November, 2013 (the "Effective Date"), by and between Santaquin City ("Santaquin"), which has offices and facilities located at 275 West Main Street, Santaquin, Utah 84655, and Utah Valley University ("UVU"), a body corporate and politic of the State of Utah, which has offices and facilities located at 800 West University Parkway, Orem, Utah 84058.

RECITALS

1. UVU provides education credit courses to the local community through live interactive video and face-to-face courses ("Education Courses");
2. UVU desires to use parts of Santaquin's City Hall, located at 275 West Main Street in Santaquin City, to provide the Education Courses; and
3. Santaquin desires to allow UVU to use parts of its City Hall for the purpose of providing the Education Courses.

TERMS AND CONDITIONS

In consideration of the foregoing recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UVU and Santaquin agree as follows:

1. **USE OF FACILITIES.** UVU shall have the right to use the following parts of Santaquin's City Hall for the Education Courses: the front entrance, the hallways, the restrooms, the parking areas, and one designated classroom and related entry door(s) (the "Facilities").
2. **SCHEDULING.** UVU and Santaquin shall mutually agree upon the location of the designated classroom to be used for the Education Courses and the dates and times of its use. UVU will provide to Santaquin's representative a copy of the schedule for each Education Course. The designated classroom shall be made available to UVU students, staff, and faculty for day and evening Education Courses.
3. **TERM OF AGREEMENT/COSTS.** The term of this Agreement shall commence on the

Effective Date and continue through the end of UVU's 2014 Summer Semester. The parties may extend the term through a written amendment to this Agreement. Santaquin will not charge UVU for its use of the Facilities. Santaquin may, over an evaluation period beginning on the date UVU first uses the Facilities and ending thirty working days thereafter, determine whether UVU's use required more staff time for cleaning and other purposes than was required over the thirty working day period that immediately preceded UVU's first use, factoring out extraordinary use of the Facilities by others. If UVU's use of the Facilities requires more staff time, UVU and Santaquin will negotiate a reasonable reimbursement charge to be paid by UVU.

4. EQUIPMENT AND SUPPLIES. UVU will provide the instructional materials and supplies necessary for the Education Courses. UVU will also provide, for its exclusive use, a computer, printer, copy machine, file cabinet, and media credenzas containing live interactive equipment belonging to UVU that will be stored and located in the designated classroom.
5. SUPERVISION. UVU will provide sufficient supervision for activities related to the Education Courses. Santaquin will have no supervisory responsibility for those activities.
6. SECURITY. Santaquin will provide to UVU two keys for access to its City Hall and, if lockable, two keys for the designated classroom. If UVU loses a key, it will, to the extent possible, explain to Santaquin the circumstances of the loss and request a duplicate key, which Santaquin will provide to UVU at UVU's expense. UVU will be responsible for opening, closing, and securing the Facilities including, if lockable, the designated classroom, after their use by UVU. UVU will be responsible for any damage to the Facilities resulting from UVU's negligent failure to secure them after their use by UVU. If security is breached even though UVU has secured the Facilities, and damage to the Facilities results, UVU will not be responsible for any such damage. UVU will also comply with all other reasonable security measures required by Santaquin.
7. DAMAGE/REMEDY. UVU is insured through its participation in the Risk Management Fund of the State of Utah. *See Utah Code Ann. §§ 63A-4-101-104, 201 (2012).* Nothing in this Agreement shall require UVU to carry different or additional insurance. Santaquin represents that it currently carries or, during the term of this Agreement, will carry

appropriate and adequate, based on historical risks, insurance, including, the following coverages: 1) general liability insurance, including bodily and property damage liability; 2) automobile liability insurance, including bodily and property damage liability; 3) property insurance; 4) personal injury liability insurance; 5) crime insurance; and 6) workers' compensation insurance. The parties agree that they are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 (2012) *et seq.* (the "Act"). Nothing in this Agreement shall be construed as a waiver by either party of any protections, rights or defenses under the Act, including, without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. Consistent with the terms of the Act, UVU and Santaquin shall be liable only for their own negligent acts or omissions, or those of their authorized employees, officers, students, and agents while engaged in the performance of their obligations under this Agreement. Each party agrees that it will give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim against the other party.

8. **TERMINATION.** Either party may terminate this Agreement for any reason sixty (60) days after delivering a written notice of termination to the other party, except that any termination shall not be effective until the last day of the academic semester following the delivery of the written notice of termination.
9. **EMERGENCIES.** For events that require the immediate attention of Santaquin maintenance, UVU will contact one of the following two Santaquin employees:

Santaquin employee:

WADE EVA, Public Works Director
Cell #: (801) 420-3006
Home #: _____

Santaquin employee:

BEN REEVES, City Manager
Cell #: (801) 420-3052
Home #: _____

10. MISCELLANEOUS PROVISIONS.

- a. The parties shall comply with all applicable federal and state laws and regulations, including, but not limited, to the Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, *et seq.* (2012), and all rules and regulations of UVU and Santaquin regarding the confidentiality of their records.

- b. Santaquin shall be responsible for providing necessary repairs to the Facilities, including the designated classroom used by UVU, including normal wear and tear. Santaquin shall also provide reasonable custodial services for the designated classroom.
 - c. UVU understands that Santaquin may schedule events that could impact parking at its City Hall.
 - d. This Agreement supersedes any prior understandings, negotiations and arrangements, whether oral or written, between the parties or their representatives related in any way to this Agreement. No other agreement, statement, or promises made by any party or representative of any party that is not in writing and signed by the parties to this Agreement shall be binding.
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- e. This Agreement may be modified only by written amendment signed by the duly authorized representatives of each party.
 - f. Each party agrees that it will not discriminate against any individual on the basis of race, religion, creed, color, sex, age, sexual orientation, disability, veteran status or national origin.
 - g. Neither party shall use the other party's name in a manner which is reasonably likely to suggest that they are related, without first obtaining the written consent of the other party.
 - h. This Agreement shall be interpreted, governed and enforced according to the internal laws of the State of Utah, without application of choice of law principles. The parties agree that Utah shall be the forum for any legal proceedings arising from this Agreement.
 - i. The parties expressly disclaim and disavow any partnership, joint venture or fiduciary status or relationship between them. It is agreed by both parties that they shall be treated for all purposes as independent contractors.
 - j. Neither party may assign this Agreement without the prior written approval of the other party.
 - k. Either party may suspend this Agreement at any time because of a labor dispute or disruption of its personnel, war, the declaration of a national emergency, acts of God or the public enemy, or other cause beyond the party's control, by giving the other party written notice of such suspension and the reasons for it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth herein.

UTAH VALLEY UNIVERSITY

SANTAQUIN CITY

By: Jan Wilson

By: James & Ruth Chappened

Title: Senior Vice President

Title: Mayor

Date: 11/20/13

Date: Dec 3, 2013