

**RESOLUTION 2015-85**

**APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOVINGTON AND THE LOVINGTON MUNICIPAL SCHOOL DISTRICT FOR PUBLIC USE OF ATHLETIC FACILITIES**

**WHEREAS**, the Commission of the City of Lovington recognizes the need for multiple areas within the City that will promote physical fitness for students and all other residents; and

**WHEREAS**, the Lovington Municipal School District has additional areas that are more than suitable to meet the goal of promoting physical fitness; and

**WHEREAS**, a partnership between the City and District in this endeavor is in the best interests of the citizens of Lovington.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission that the Memorandum of Understanding, attached hereto for reference, for public use of athletic facilities is approved and adopted.

**PASSED, APPROVED, AND ADOPTED SEPTEMBER 28, 2015.**

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Scotty Gandy, Mayor

ATTEST:

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Carol Ann Hogue, City Clerk

**THIS MEMORANDUM OF UNDERSTANDING** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Lovington, a municipal corporation, hereinafter known as “City”, and the Lovington Municipal School District Board of Education, hereinafter known as “District”.

## **1.0 PURPOSE**

The memorandum of understanding (hereinafter “MOU”) formalizes the relationship between the participating entities in order to facilitate the public use of certain athletic facilities operated by and situated on property owned by the District. The purpose of this agreement is to promote physical fitness for students and for all other residents of the community. It is understood that use by students of the District for athletic events will be the first priority.

## **2.0 TERM**

This MOU shall be for a period of five (5) years from the date of execution by both parties unless terminated earlier, as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

## **3.0 CONTRIBUTIONS**

The City agrees to perform the following:

- 3.1 Provide security and accountability for any keys issued to the City of Lovington.
- 3.2 Provide personnel to lock the facilities identified in this agreement at 9:00 p.m. Sunday thru Saturday, to include holidays.
- 3.3 Provide personnel to unlock the facilities identified in this agreement on Saturday and Sunday at 6:00 a.m., to include holidays
- 3.4 Provide a visible law enforcement presence through the use of random close patrols.
- 3.5 In the event heavy public use occurs, provide cleanup assistance in conjunction with District personnel.

The District agrees to perform the following:

- 3.6 Provide public access to facilities identified by this MOU between the hours of 6:00 a.m. and 9:00 p.m. seven days per week.
  - 3.6.1 No public use will be allowed during school sports team practice(s) or event(s).
- 3.7 Furnish utilities and be responsible for all maintenance and repair of the facilities.

- 3.8 Provide adequate signage at facilities that addresses facility use guidelines and rules.
- 3.9 Provide public notice of facility closures.

#### **4.0 FACILITIES**

The facilities provided by the District for public use during the specified times and dates established by this MOU are limited to:

- 4.1 High School Football Stadium
  - 4.1.1 The only area authorized for public use is the track. No public use of the football field turf is allowed unless authorized by the District.

#### **5.0 TERMINATION**

This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

#### **6.0 LEGAL CLAIMS**

For any claims arising out of this agreement by third parties, the District and City will each be responsible for their own negligent acts or omissions.

#### **7.0 GOVERNING LAWS AND PROVISIONS**

This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

#### **8.0 NOTICE**

All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the

address set forth herein or at such other address as either party may from time to time designate in writing.

City of Lovington  
City Manager  
214 S. Love  
Lovington, NM 88260

Lovington Municipal School District  
Superintendent  
18 W. Washington  
Lovington, NM 88260

**9.0 ENTIRE AGREEMENT**

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first written above.

**City of Lovington**

**Lovington Municipal School District**

\_\_\_\_\_  
By: Scotty Gandy, Mayor

\_\_\_\_\_  
By: Dymorie Maker, President

ATTEST: Lovington City Clerk

ATTEST: Board Secretary

\_\_\_\_\_  
Carol Ann Hogue

\_\_\_\_\_  
Mara Salcido-Alcantar, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
District Attorney