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For Discussion Only

A meeting was held on Monday, August 16, 2004. In attendance were Mr. Richard Chavez, Associate Superintendent Facilities and Support Services for Gadsden Independent School District, Mr. Jaime Aguilera, Director of the Community Development Department for the City of Sunland Park, and Mr. Eugene Suttmiller, Principal of Sunland Park Elementary School, Gadsden Independent School District.

The purpose of the meeting was to discuss the proposed joint utilization by the city and the school of the recreational facilities located at Sunland Park Elementary.

It was agreed that the concept of joint utilization would benefit all parties and that a Memorandum of Understanding should be prepared delineating the responsibilities and duties of each party to the agreement. It was also agreed that a presentation concerning this issue would be made to the Gadsden Board of Education at their September 2nd meeting and to the Sunland Park City Council at their September 7th meeting outlining the proposal and soliciting their input and support. With the approval of both of these bodies we would move ahead and develop, present for final approval, and implement the final Memorandum of Understanding.

The key points of the Memorandum of Understanding would be as follows:

- **Scope** – This agreement would cover the school playground, soccer facility, and the fitness trail around the school. It does not include the school, any school building (temporary or permanent), or any facility inside the rock wall around the school.
- **Management of Agreement** – Implementation of this agreement will be managed by a committee consisting of representatives of the Gadsden Independent School District Facilities Department, Sunland Park Elementary, and the City of Sunland Park. This committee will be responsible for determining operating hours, charges (if any) for use of the facilities, rules governing the use of

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facilities, determining the appropriateness of any additions to the facilities through grants or donations, and resolving any disputes over the use of the facilities.

- **Water** - The city would give a 50% reduction on the cost for water for those areas covered under the agreement. Water use in those areas is already separately metered.
- **Security** – It is recognized by all parties that security of the school is of primary importance and that failure to protect the school facilities will result in abrogation of the agreement. The city agrees that during the times the facilities are under the control of the city that routine, scheduled police patrols be will conducted and that anyone apprehended inside the school walls will be transported to the police station for appropriate disposition. The school agrees to ensure that proper signage is in place in Spanish and English warning that entrance is forbidden and will be prosecuted. *(Appropriate wording that meets the requirements of law will be determined.)* Both the school district and the city will provide assistance in cleaning up any graffiti or damage that occurs to the equipment.
- **Liability** – Monthly joint inspections of all equipment will be conducted and documented by a team composed of city and school employees. During the time the facility is not in the control of the city the school district insurer will have primary liability. During the time that the city is in control of the facility the city insurer will have primary liability and the school district will have secondary liability. *(We need to check with lawyers on precise wording of this portion of the MOU.)*
- **Charging for Use of Facilities** – It is believed that to ensure the future maintenance and usability of the soccer field that there must

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be a charge for the use of the field for organized competitions and practices by leagues. The management committee will determine appropriate charges, and the city parks department will be responsible for scheduling the use of the field and collecting charges during the time that the facility is under city control. (Priority for the use of all facilities at all times goes to school supported activities. School supported activities during the city times will be scheduled through the city parks department.) Any fees collected for the use of the facility will be maintained in a separate escrow account and be used strictly for the maintenance and up-grade of the facility. No personnel or administrative costs will be taken from this money.

- **Times of Operation** – The facilities will be under the control of the city from 3:00 pm Monday through Friday and all day on Saturday and Sunday until the facility closing time, which will be determined by the management committee, at which time the facility control reverts to the school district. The city parks department will be responsible for securing the school site and ensuring that all gates are closed and locked upon closing the facility.
- **Facility Rules** – During the times the facility is being operated by the city parks department all city ordinances will be in force and enforced. **In addition there will be no use of alcohol, tobacco, or the carrying of weapons on any part of the school property regardless of who is operating the facility.** Additional rules will be determined by the management committee and approved by both governing bodies.
- **Maintenance of Facility** – The facility will be maintained by the Gadsden School District Facilities Department and Sunland Park Elementary School.

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- **Additions to the Facility** – Any additions to facilities regardless of where they come from or how they are paid for become the property of the Gadsden Independent School District.
- **Changes or Modifications to the Agreement** – Any changes or modifications to this agreement must be approved by both the City of Sunland Park and the Gadsden Independent School District.