

DRAFT amended 12-12-23

**OKEMOS PUBLIC SCHOOLS AND MERIDIAN CHARTER TOWNSHIP
FACILITY USE AGREEMENT – MEMORANDUM OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING Between Okemos Schools and Meridian Township

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between Okemos Schools (hereinafter referred to as "Okemos") and Meridian Township (hereinafter referred to as "Township") on this _____ day of _____, 20____.

WHEREAS, Okemos Schools and Meridian Township are committed to providing high-quality recreational programs for the youth of Okemos; and WHEREAS, Meridian Township Parks and Recreation Department operates various youth sports programs, including soccer, flag football, baseball, and softball; and WHEREAS, Okemos Schools and Meridian Township recognize the mutual benefits of collaboration in utilizing the available facilities for practices and games; NOW,

THEREFORE, Okemos Schools and Meridian Township agree to the following terms and conditions:

1. Utilization of Facilities:

- a. Meridian Township Parks and Recreation Department operates recreation youth soccer, flag football, baseball, softball, and other programs that directly and positively impacts Okemos School students. The Okemos School District operates student and community programs that positively impact Meridian Township residents.
- b. The Township and District may utilize a combination of Okemos Schools facilities and Meridian Township facilities for practices and games. No fees will be charged with the exception of the fees indicated below.
- c. The Township and district are responsible for supervision and oversight of those participating in or attending events with use of facilities.
- d. Special events beyond the normal scope of use (practices, games, field trips, one time meetings/events) outlined in this memorandum, shall be reviewed on a case by case basis by both parties to see if they call outside the scope of the agreement where reasonable fees may be charged.

2. Field Preparation and Maintenance:

- a. Meridian Township and District shall be responsible for lining the fields and preparing the ball fields (dragging and chalking) required for the operation of its programs, regardless of ownership of the site.
- b. The Township and District shall ensure that the fields are maintained in good condition throughout the duration of the programs, required for the operation of its programs, regardless of ownership of the site.
- c. The Township and District shall provide any non-fixed equipment necessary for the sporting or recreation event to occur, required for the operation of its programs, regardless of ownership of the site.

d. Damages beyond normal wear and tear to sites known to be caused by an event under supervision of the Township or District may be charged to the corresponding party to return the area to its prior condition for use.

3. Scheduling and Coordination:

- a. Okemos Schools and Meridian Township shall work collaboratively to establish a schedule for the utilization of the facilities.
- b. Both parties shall make reasonable efforts to accommodate each other's needs and minimize scheduling conflicts.
- c. Meridian Township and Okemos District activities shall have priority in utilization of their own respective premises in the event that a conflict occurs, and priority over other entities.
- d. An annual planning meeting between the Township and District shall occur to develop a three-year, ongoing calendar to coordinate events for community education, athletics and Meridian Parks and recreation and use of corresponding fields or parks.

4. Fee Schedule

- a. The Township and District will not charge each other for custodial/ground coverage of the respective area where the event occurs at a time normal operations of the site are expected. (Weekdays)
- b. The Township and District may charge each other custodial/grounds coverage of the respective area where the event occurs at a time when normal operations of the site are not expected. (Weekends, Holidays)

7. Liability and Insurance:

- a. Each party shall be responsible for maintaining appropriate liability insurance coverage for its respective programs and activities.
- b. Okemos Schools and Meridian Township shall indemnify and hold each other harmless from any claims, damages, or liabilities arising out of their respective activities under this MOU, to the extent permitted by law.

8. Term and Termination:

- a. This MOU shall commence on the date first written above and shall remain in effect until terminated by either party upon thirty (30) days' written notice to the other party.

9. Amendments:

Any amendments or modifications to this MOU shall be in writing and signed by both parties.

10. Governing Law:

This MOU shall be governed by and construed in accordance with the laws of the state of [State], without regard to its conflict of laws principles. IN WITNESS WHEREOF, the undersigned, duly authorized representatives of Okemos Schools and Meridian Township, have executed this Memorandum of Understanding as of the day and year first above written.

[Okemos Schools Representative]

Title: _____

[Meridian Township Representative]

Title: _____

Approved by the Meridian Township Board on 12-12-23