

August 7, 2017

Bryan Thompson, Town Manager
Town of Siler City
Post Office Box 769
Siler City, North Carolina 27344

Re: Mutual Use Agreement between Chatham County Park and Recreation and Town of Siler City

Dear Mr. Thompson:

For fiscal year 2018 Chatham County has verbally agreed to allow the Town of Siler City to utilize County Park and Recreational facilities and waive the standardized rental fees to the Town, if the Town will allow the use of its facilities by the County on the same basis.

In order to provide for a beneficial arrangement for the Town of Siler City, Chatham County Parks & Recreation and Chatham County and Siler City residents in future fiscal years, the Parks & Recreation Department would like to execute a written mutual use agreement.

A copy of a proposed *Mutual Use Agreement* is enclosed. If the Agreement is acceptable to the Town please sign and return to me for Renee's signature. Please contact me if any questions or concerns need to be addressed.

Sincerely,

Tracy Burnett,
Chatham County Parks and Recreation Director

Enc.

MUTUAL USE AGREEMENT

This Mutual Use Agreement (this “Agreement”), made and entered to this ____ day of August, 2017 by and between Chatham County, hereinafter referred to as “COUNTY”, and the Town of Siler City, hereinafter referred to as “TOWN”.

It is agreed that it is mutually beneficial, and in the best interest of COUNTY and TOWN to enter into a mutual use agreement for the provision of recreation facilities; and in consideration of the mutual terms set forth below, COUNTY and TOWN agree as follows:

- COUNTY shall provide COUNTY recreation facilities, including but not limited to, athletic fields, swimming pools, and indoor facilities and outdoor shelters, other multipurpose spaces, and parking for use by the TOWN for park and recreational related activities.
- TOWN shall provide TOWN recreation facilities, including but not limited to, athletic fields, swimming pools, and indoor facilities and outdoor shelters, other multipurpose spaces, and parking for use by COUNTY for park and recreational related activities.
- COUNTY and TOWN shall grant first priority use to the other party unless the facilities are previously designated for use by the owner’s activities, and further agree to honor previously established schedules unless cancellation is required due to the traditional and customary function of the host facility or in the event of facility malfunction.
- COUNTY and TOWN shall mutually agree on the site of the activities.
- COUNTY and TOWN shall mutually agree on dates and times for the activities.
- COUNTY and TOWN agree that usage requests shall be submitted in writing a minimum of three (3) weeks prior to the requested usage date. COUNTY and TOWN further agree to provide notification in the event of any changes to the schedule by the user thereafter.
- COUNTY and TOWN agree to waive all standard fees usually associated with facility rental or reservation.
- COUNTY and TOWN agree to provide the required supervision for their respective facilities during the time of use by the other party, utilizing approved staff. Compensation required for approved staff shall be the responsibility of the party using the facility and that party shall be responsible for arranging and making payment to approved staff.
- COUNTY and TOWN shall take all proper safety and health precautions to protect the other party, participants, the public and the property of others.
- COUNTY shall at all times hereafter indemnify and hold harmless TOWN, its agents, servants, employees, and participants from any and against any claim, demand, or cause of action of whatsoever kind of nature, arising out of error, omission, negligent act, conduct, or misconduct of COUNTY, in the use of its facilities by TOWN under this Agreement.

- The TOWN shall at all times hereafter indemnify and hold harmless COUNTY, its agents, servants, employees, and participants from any and against any claim, demand, or cause of action of whatsoever kind of nature, arising out of error, omission, negligent act, conduct, or misconduct of the TOWN, in the use of its facilities by COUNTY under this Agreement.
- COUNTY and TOWN agree that this Agreement shall renew annually for one year terms, in perpetuity, on the first day of January unless terminated as set forth below.
- COUNTY and TOWN agree either party may terminate this Agreement upon written notice of termination specifying the effective date of termination, delivered to the other party via hand delivery or by certified mail, return receipt requested, no later than the 1st day of February of the current year. The effective date for termination of the Agreement shall not be prior to the 30th day of June of the current year.

CHATHAM COUNTY

Renee Paschal, County Manager

TOWN OF SILER CITY

Bryan Thompson, Town Manager