

**MEMORANDUM OF UNDERSTANDING FOR
SHARED SERVICES**
CITY OF MANASSAS
MANASSAS CITY PUBLIC SCHOOLS



This **MEMORANDUM OF UNDERSTANDING FOR SHARED SERVICES** (hereinafter referred to as the “Agreement”) to define and establish the services shared by both parties, dated this _____ day of _____, 2017, by and between the **CITY OF MANASSAS CITY COUNCIL, VIRGINIA** (hereinafter referred to as the “City”) and the **MANASSAS CITY PUBLIC SCHOOL BOARD** (hereinafter referred to as the “MCPS”).

WITNESSETH:

RECITALS:

- A. The operations performed by the City and MCPS are funded by the citizens of the City of Manassas; and,
- B. Our citizens expect that both parties shall endeavor to foster youth, civic, and community activities that contribute to the well-being of our citizens in the most economically viable manner; and,
- C. The City and MCPS individually provide services to the other party that should be memorialized in an agreement; and,

To that end, and for and in consideration of the mutual covenants contained herein, the City and MCPS agree as follows:

1. Term

This agreement will begin on _____ and will continue for a period of _____ years, and then shall be automatically renewed on an annual basis, unless sooner terminated or amended as provided for hereinafter in Section XX.

2. Cooperative Agreement

As provided herein, the City and MCPS hereby agree to cooperate in coordinating services for the other party as specified in this Agreement. The City and MCPS shall have the right to add or exclude both services during the term of this Agreement, provided that any such change shall be incorporated as a written Appendix to this agreement approved by both the City and MCPS.

3. General Conditions

- A. The City and MCPS shall cooperate to maximize opportunities to share services to maximize the efficient use of public funds.

- B. On an annual basis or as conditions warrant, the City and MCPS shall meet at their discretion to review this Agreement and to discuss issues relevant to all parties.
- C. Nothing in this Agreement shall preclude the parties from adopting similar agreements for specific services or opportunities.

4. Compliance with Law

All use of City and MCPS Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of Commonwealth law, the Commonwealth law shall govern.

Any actions taken by the City or MCPS that are required by Commonwealth law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

5. Communication

The City and MCPS shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

City Contact: City Manager – (703) 257-8211

MCPS Contact: Superintendent – (571) 377-6008

6. Documentation and Allocation of Operational Costs

The City and MCPS shall each track activities performed under this agreement. The City and MCPS shall maintain records of costs associated with the Agreement. .

7. Termination

This Agreement may be terminated at any time prior to its expiration, for cause upon three (3) months written notice.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

9. Amendments

The Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

This Agreement shall take effect upon the date indicated above.

City of Manassas, Virginia

Manassas City Public Schools

Harry J. Parrish, II, Mayor

Tim Demeria, Chairman

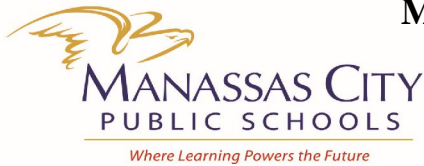
Attest:

Attest:

Andrea P. Madden, City Clerk

Alba Garza, Clerk of School Board

DRAFT



**MEMORANDUM OF AGREEMENT FOR
SHARED SERVICES
CITY OF MANASSAS
MANASSAS CITY PUBLIC SCHOOLS**



APPENDIX 1

City Services to Manassas City Public Schools

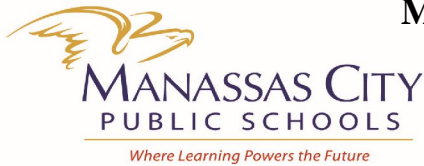
Adoption Date: _____

City: _____

MCPS: _____

In the course of services typically performed by City personnel, the following services are provided by the City of Manassas to the Manassas City Public Schools:

1. Snow Removal – During snow events, City personnel shall push snow from MCPS school parking lots and bus loops. City personnel shall also push snow on sidewalks within the Right-of-Way in front of schools and from major bus stops as identified by MCPS. The City will also provide salt to MCPS for use at school properties.
2. Mowing & Herbicide Application – City personnel or contractors shall mow and maintain school property, exclusive of sports fields.
3. *Capital Improvements to School Recreational Facilities Used by the Community – The parties shall share capital improvement costs to the facilities identified in Appendix 3 on a 50/50 basis. City personnel also maintain the playground equipment and annually install mulch at playgrounds.*
4. Use of Public Works Compound – The City shall provide space for school bus parking in the Public Works Compound. In addition, space is provided for a trailer for drivers near the bus parking area. The City shall also provide 1,600 sf of office space in Building A and 2,900 sf of office/storage space in Building B. *There shall be no cost to the schools beyond electric utilities.*
5. School Zone Signage – The City shall install and maintain flashing school zone and pedestrian crossing sign at MCPS schools as warranted. The cost of MCPS project related improvements will be incorporated into the MCPS project.
6. Development Review Fees – The City shall waive development review fees for MCPS projects.
7. City Hall – The City shall provide use of the Council Chambers to include the video recording equipment to the MCPS for School Board meetings when scheduled with the City Clerk.
8. Exterior School Garbage Cans – The City shall provide collection of garbage from thirty-two (32) gallon garbage cans located on the exterior of school properties.
9. School Bus Maintenance – The City shall provide maintenance of school buses at established labor rates and part costs.
10. Manassas Museum – The City shall waive fees for programs and tours to MCPS.



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APPENDIX 2

Manassas City Public Schools Services to City

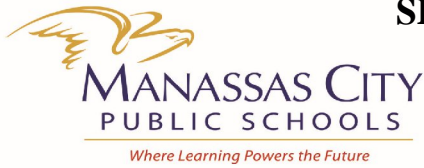
Adoption Date: _____

City: _____

MCPS: _____

In the course of services typically performed by MCPS personnel, the following services are provided by the Manassas City Public Schools to the City:

1. MCPS School Use – MCPS shall waive user fees to the City for public meetings at schools.
2. Voting Precincts – MCPS shall waive user fees to the City for use of schools as voting precincts.
3. Johnson Learning Center – MCPS shall waive user fees to the City for use of the Johnson Learning Center and its parking lot for the Fourth of July event.
4. School Buses – MCPS shall waive user fees to the City for use of school buses for City sponsored events (i.e. Air Show, Civil War Weekend, etc.)
5. .
6. MCPS School Use – MCPS shall permit use of schools by citizens at established fees meeting certain requirements.
7. Snow Removal – MCPS personnel shall remove snow from building sideswalks at MCPS facilities.
8. Emergency Shelters – MCPS shall waive user fees to the City for use of schools as emergency shelters.
9. Emergency Response Training – MCPS shall permit the City of Manassas Police Department to conduct training events at MCPS facilities and buses.
10. Out of District Students – MCPS shall waive the fees associated with City employees who reside outside of the School District if their children attend MCPS.



SHARED SERVICE & USE AGREEMENT

CITY OF MANASSAS
 MANASSAS CITY PUBLIC SCHOOLS



APPENDIX 3

**MCPS Playgrounds, Courts, & Fields Available
 for Community Recreational Use**

Adoption Date: _____

City: _____

MCPS: _____

At the conclusion of MCPS instruction programs, student activities, and activities of school related groups, the following school facilities will be made available to the City’s Division of Parks, Culture, and Recreation (PCR) and the public for recreational uses:

<u>School</u>	<u>Playground</u>	<u>Courts</u>	<u>Fields</u>
Baldwin Elementary/Intermediate	X	X	
Haydon Elementary	X	X	X
Metz Middle		X	
Osborn High		X	
Round Elementary	X	X	X
Weems Elementary	X	X	X
Dean Elementary	X		

Organized use of courts and field by PCR or the public shall be scheduled in advance by contacting the individual school.

MCPS reserves the right to close playgrounds, courts, and fields, even if previously reserved due to conditions that could result in damage to the facilities.

Courts includes basketball courts, tennis courts, multi-purpose courts, etc.