

28 E AGREEMENT FOR THE RESURFACING AND SHARED USE OF
THE IOWA FALLS COMMUNITY SCHOOL DISTRICT FOOTBALL FIELD

This Agreement is entered into between the Iowa Falls Community School District, hereinafter the “District” and the Iowa Valley Community College District, hereinafter the “College” and collectively the “Parties” and,

Whereas, the District is an Iowa school corporation and a “public agency” as defined in Chapter 28E of the Iowa Code; and

Whereas, the College is an Iowa community college and a “public agency” as defined in Chapter 28E of the Iowa Code; and

Whereas, per Iowa Code Chapter 28E and specifically section 28E.12 public agencies can enter into contracts to perform any activity any of the agencies is authorized to perform; and

Whereas, the District owns a football field, hereinafter the “Field”, historically used not only by the District for its extracurricular contests but also, with District permission, used on a fee basis by the College for its football games; and

Whereas, the Parties have discussed an improvement project for installation of artificial turf on the Field and associated facility improvements, hereinafter the “Project”, which will better serve its users; and

Whereas, the College is willing to financially participate in this Project in exchange for the guarantee of prioritized use rights for an extended period, and

Whereas, the District and the College believe that this Shared Use Agreement will be to their mutual advantage.

NOW THEREFORE IT IS AGREED by and between the parties as follows:

1. Permit to Use: The District shall continue to permit the College to use the Field for its football games and for football practices if available on a prioritized basis over any other non-District user on a fee basis of \$1.00 per year for the term of this lease plus pre-payment of the project costs plus reimbursement of District custodial services costs incurred after a College use if not provided by the College. The District will continue to use the Field for its extracurricular football games and will also use the Field for its soccer matches and affiliated practices for both. The District will have first priority for its uses and the College will have second priority and priority over any other requesting user.
2. Ownership. The District shall at all times maintain sole ownership of the Field and any fixtures thereon and shall be responsible for all repairs and maintenance of the Field and related facilities during the term of this Agreement. The College shall be responsible for any

damage caused by willful acts of college personnel or students. Damage shall not include normal wear caused by use of all parties.

3. Operating Relationship. In scheduling the Field, the following guidelines shall apply. The District and the College will each designate a contact person responsible for any necessary communication regarding use and scheduling. The District's contact person shall be its Athletic Director or designee. The College's contact person shall be its Athletic Director or designee. The College will inform the District of its general scheduling expectation for uses at the beginning of each calendar year commencing in the year 2018 and yearly thereafter. The parties will finalize the usage schedule no later than April 1 immediately preceding the next succeeding fiscal year. The parties may, on mutual agreement, adjust the scheduled usage for the next succeeding fiscal year after April 1. The District's AD will respond promptly to confirm or further discuss any requested College use.

4. Construction and Funding of Improvements. The District plans on beginning construction of the Project in early 2018 with an approximate estimated cost of \$1,000,000 inclusive of total construction costs and associated professional fees (architectural, engineering, and legal), hereinafter "Total Costs". The College must agree on the scope of the work and total cost before the District enters into any binding contract for the Project. The College agrees that in exchange for extended priority use rights, it will pay the sum of money hereafter specified by the end of the Project for its guaranteed use rights period of ten years or the actual life of the field. The District will submit a request for payment to the College which includes the scope of work, itemization of work covered by the request and request for payment. The College will have thirty days after receipt of the request within which to make payment to the District. Such payment by the College to the District will entitle the College to use rights as discussed in Paragraph 1 above.

5. Payment of Total Costs. The cost of the Project shall be divided as follows:

- a. 50% donations
- b. 25% District.
- c. 25% College

The college shall be responsible for leading the fundraising efforts for the donation portion of the total cost of the Project. The parties agree that the College shall pay its 25% share by May 1, 2018. College further agrees to transfer to District monthly beginning May 1, 2018 funds raised through efforts of College. College shall be responsible for any shortfall in fundraising.

6. The District shall solely be responsible for the construction project.

7. Duration. This Agreement shall become effective immediately upon approval and signature of both Parties and for use rights shall be in effect for ten years from August 1, 2018 through July 31, 2027 or the actual life of the field.

8. Non-assignment. Neither Party may assign its rights under this Agreement without the written consent of the other.

9. Severability. If any provision of this Agreement is declared void by a Court or Agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

10. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and can only be changed through a written agreement or amendment signed by both Parties.

The Parties authorized representatives sign below to signify their agreement on the dates noted.

Date

Board President, Iowa Falls CSD

Date

Board President, Iowa Valley Community College District