

## **Cooperative Maintenance Agreement**

This Agreement entered into this the **3<sup>rd</sup> day of February, 2016**, by the Council of the City of Earlham and the Board of Education of the Earlham Community School District seeks to establish a means of providing facilities for recreation and athletic programs for individuals in the community of Earlham.

WHEREAS, the usage of recreation park facilities require maintenance, a cooperative maintenance agreement is provided.

Now, therefore, be it agreed by and between the parties that:

1. This contract shall take effect on **February 15, 2016** and shall be effective for five years August 1, **2015**, to July 31, **2020**.
2. The maintenance items and who is responsible to bear 100% of the cost is:

### **City of Earlham:**

- 1) Recreation Park Perimeter Fence
- 2) Seal Coat Path (entrance from parking lot to recreation park)
- 3) Little League Fields (Field #2, 4, 5)
  - a) Care of grass including weed control along fences
  - b) Care of grass including weed control inside fields
  - c) Prep of Little League Fields (Fields #2, 4, 5)
- 4) Outside Diamonds
  - a) Care of grass including weed control
- 5) Water (faucet/drinking ) at concession stand
- 6) Security light
- 7) Restrooms
- 8) Playground equipment
- 9) Concession stand
- 10) Electricity
  - a) January, February, March, April, August, September, October, November, December
- 11) Garbage Pickup
  - b) May, June and July – Weekends
  - c) January, February, March, April, August, September, October, November, December
- 12) All other items in the Recreation Park

### **Earlham Community School:**

- 1) HS Softball and HS Baseball Fields (Fields #1, 3)
  - a) Care of grass including weed control along fences
  - b) Care of grass including weed control inside fields
  - c) Prep of HS baseball and HS softball fields
- 2) HS Softball and HS Baseball Field fences
- 3) Metal bleachers (3) for HS Softball and HS Baseball
- 4) Field lights for HS softball and HS Baseball
- 5) Scoreboards for HS Softball and HS Baseball
- 6) Sound system for HS Softball and HS Baseball
- 7) Softball shed

## Cooperative Maintenance Agreement (continued)

### Earlham Community School cont'd:

- 8) HS Baseball Field score stand
- 9) HS Softball and HS Baseball batting cages
- 10) Water to HS Softball and HS Baseball fields for sprinklers
- 11) Electricity
  - a) May, June and July
- 12) Garbage Pickup
  - a) May, June and July – Weekdays M-F

3. Future development ideas should be presented in writing to the Park and Recreation Board in person. The Park and Recreation Board will then present to the City Council of Earlham for approval.

Approved and Executed at Earlham, Iowa this the 30<sup>th</sup> day of May, 1980 and Amended above this the \_\_\_\_ day of **February 2016**.

\_\_\_\_\_  
City

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of the City

Approved and Executed at Earlham, Iowa this the 30<sup>th</sup> day of May, 1980 and Amended above this the \_\_\_\_ day of **February 2016**.

\_\_\_\_\_  
School District

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Secretary of the Board

## Agreement

This Agreement entered into this the 18<sup>th</sup> day of June, 1980, by the Council of the City of Earlham and the Board of Education of the Earlham Community School District seeks to establish a means of providing facilities for recreation and athletic programs for individuals in the community of Earlham.

Whereas, there is a need for additional facilities to serve the students of the Earlham Community School and the citizens of the City of Earlham, and

Whereas, the City of Earlham and the Earlham Community School presently do not have sufficient land and facilities, and

Whereas, the City of Earlham and the Earlham Community School presently do not have sufficient finance for further development of facilities on their own, and

Whereas, such cooperative venture would avoid duplication of facilities, equipment, services and cost within the community served by the City of Earlham and the Earlham Community School, and

Whereas, greater facility opportunity can be made available through cooperation of said parties, and

Whereas, the location of such facility is in relation to the present facilities and needs are advantageous to said parties.

Now, therefore, be it Agreed by and between the parties that:

1. This contract shall take effect on **August 1, 2015**, and be shall a continuation of the original agreement from June 1, 1980, and shall be in effect for a minimum of five years and thereafter Earlham Community School District will have continued use at their option, as provided in this Agreement and the Cooperative Maintenance Agreement executed by the parties. In addition, both parties, via subcommittee, will do a joint annual review of the agreement in June.
2. The thirteen (13) acres and the development thereon will be owned by the City of Earlham.
3. If the Earlham Community School wishes to terminate this cooperative agreement, they may do so by written notice to the other party. However, it is expressly agreed the Earlham Community School shall have continued use of said facility after termination as provided under the terms of this Agreement. If this Agreement is terminated, the division of assets will be by mutual agreement of the two parties, or the above described property will be put up for public auction. Proceeds will be divided in accordance with the respective capital investment of each party. Such disposal of said property will be subject to the approval of the Secretary of the Land and Water Conservation fund, in accordance with the then existing comprehensive state-wide outdoor recreation plan.
4. It is agreed that the Earlham Community School may have use of the facilities to carry out their school activities, that can be enhanced by the use of these facilities and this use will be on a

### **Agreement (continued)**

posted-basis within the facility and that a schedule of intended use by the school be made available on a basis not to exceed an average of 4-5 hours a day.

5. The operation and maintenance of the facility shall be under the direction of, and the responsibility of, a nine (9) member Park and Recreation Committee. This committee shall consist of two (2) members representing the Council of the City of Earlham, two (2) members representing the Board of Education of the Earlham Community School, one (1) member of the Soccer Board, one (1) member of the Little League Baseball Board, one (1) member of the Little League Softball Board and two (2) members that are not representatives of either said party in this agreement. The additional members shall be selected from four (4) individuals, two (2) nominated by each said party in this agreement and determined by mutual agreement. If the mutual agreement cannot be reached, a flip of the coin shall designate the member. The chairperson of the Park and Recreation Committee shall be selected from the membership of the committee. The committee will obtain nominations each year in November and vote in December yearly. The Park and Recreation Committee's major responsibilities will be:
  - a. Development and implementation of rules and regulations.
  - b. Development and implementation of usage schedule
  - c. Development and implementation of limits of authority
  - d. Responsibility for maintenance is left up to party designated in number two (2) of the Cooperative Maintenance Agreement.
  - e. If necessary, to select an individual and develop a job description for operating the facilities and coordinate the recreational programs. The salary for such an individual shall be recommended by said committee and approved by said parties in this agreement.
  - f. Recommend to said parties in this agreement any future development of the facilities; see number three (3) in Cooperative Maintenance Agreement.
  - g. The budget concerning the operation and maintenance of the facilities must be communicated to each said party in this agreement and where combined finances from each party is necessary, the actual receipt of funds and payment of expenses shall be the responsibility of the Clerk of the City of Earlham.
  - h. Future development of the facilities shall include construction plans and cost, outline of the financing, usage criteria, and the maintenance responsibilities. All items related to the future developments must be approved by said parties in this agreement, with final development approval to be given by the City of Earlham
  - i. The secretary of the Park and Recreation Board will provide monthly minutes to the City Clerk of Earlham and to all Park and Recreation members within 6 days of the meeting so that the Council of the City of Earlham and the Board of Education can review in their monthly meetings.
  - j. Profits and Expenses from the concessions stands will be the sole responsibility of the City of Earlham. The City of Earlham will in turn have the Earlham Park and Recreation handle the concession stand through normal budget processes for both expenses and revenue. Profits from the concession stand will be used to make enhancements and or maintenance to the recreation park.
6. This Agreement is executed pursuant to Section 28E, Code of Iowa.

**Agreement (continued)**

Approved and Executed at Earlham, Iowa this the 18<sup>h</sup> day of June, 1980 and amended above this the \_\_\_\_ day of **February 2016**.

\_\_\_\_\_  
City

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of the City

Approved and Executed at Earlham, Iowa this the 18<sup>th</sup> day of June, 1980 and Amended above this the \_\_\_\_ day of **February 2016**.

\_\_\_\_\_  
School District

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Secretary of the Board