JOINT USE AGREEMENT FOR USE OF
CITY OF SHAKOPEE & INDEPENDENT SCHOOL DISTRICT #720 FACILITIES

THIS AGREEMENT made and entered into this 6 day of September, 2022, by and between the CITY OF SHAKOPEE, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "CITY", and INDEPENDENT SCHOOL DISTRICT NO. 720, a municipal corporation, hereinafter referred to as "SCHOOL"; and

WITNESSETH:

WHEREAS, the CITY has constructed and operates facilities within its Parks and Recreation system which are made available for a multitude of active and passive recreational and educational activities, community events and athletic programs; and

WHEREAS, the SCHOOL has constructed similar facilities and operates among other educational programs and activities, physical education programs, extra-curricular activities programs, intramural programs, community education programs, athletic programs and events; and

WHEREAS, that it is determined to be in the best interest of the citizens of the CITY and the SCHOOL to provide for the joint use of the CITY and SCHOOL facilities for recreational and educational activities as much as possible so as to reduce the costs incurred by the CITY and the SCHOOL in obtaining and constructing facilities to accommodate their programs and activities; and

NOW, THEREFORE, it is hereby agreed by and between the CITY and the SCHOOL as follows:

1. Permission to the SCHOOL for Use of CITY Facilities. The CITY grants the SCHOOL non-exclusive permission, in common with the CITY, to use and occupy the following CITY Facilities:

Shakopee Community Center
17th Avenue Sports Complex Fields
Green Meadows Park
Lions Park
Muenchow Fields
Stans Park Tennis Courts
Riverview Park
Tahpah Park (includes Schleper Stadium)
Westminster Park

Any Additional New Active Use Areas constructed during the timeframe of this agreement.

(Note: Terms of SCHOOL use of the CITY Ice Arena are outlined in a separate agreement)

2. Permission to the CITY for Use of SCHOOL Facilities. The SCHOOL grants the CITY non-

exclusive permission, in common with the SCHOOL, to use and occupy the following SCHOOL Facilities:

Eagle Creek Elementary
Jackson Elementary
Pearson Early Learning Center
Red Oak Elementary
Shakopee East Middle School
Shakopee West Middle School
Vaughn Stadium
Shakopee High School
Fieldhouse
High School Fields (including artificial turf)
Sun Path Elementary
Sweeney Elementary

Any Additional New Active Use Areas within city-limits constructed during the timeframe of this agreement.

3. Terms and Conditions for Use of the Facilities. The parties currently have contracts with and have issued permits to other entities and organizations for the use of some of their facilities during certain dates and times. These contracts and permitsshall remain in force. However, the parties agree that upon renegotiation or expiration of a contract or permit, they will give each other priority over the other entities and organizations for scheduling of the facility unless the scheduling request will impact a tournament.

Absent a contract or permit that applies to the desired time at a facility, the parties shall always have scheduling priority over any third party for the use of the facilities of the other party.

4. Scheduling of the Facilities. The parties agree that all requests for scheduling of any of the facilities subject to this Agreement shall be submitted by the party requesting use in writing to the party with the scheduling responsibility for the facility and time requested.

5. Consideration for Use of the Facilities. Except for the Shakopee Ice Arena, the CITY does hereby agree to allow the SCHOOL to request use of CITY Facilities for programs or activities of the SCHOOL at no cost to the SCHOOL and on a priority basis except as otherwise provided in this Agreement. The SCHOOL will be charged staff fees for overtime required when CITY staff is normally not scheduled at that facility.

The SCHOOL does hereby agree to allow the CITY to request use of SCHOOL Facilities for programs or activities of the CITY at no cost to the CITY and on a priority basis except as otherwise provided in this Agreement. The CITY will be charged staff fees for overtime required when SCHOOL staff is normally not scheduled at that facility.

6. Responsibilities of the Parties. As additional consideration for use of each other's facilities, the parties agree to be responsible for the following:

Responsibilities of the SCHOOL:

a. SCHOOL will paint fields, drag ball fields, and maintain garbage collection at school

facilities for the school sport season.

b. Mowing and maintaining all grass fields on SCHOOL property.

c. SCHOOL will paint fields, mow, and maintain grass, maintain garbage collection at Saber Fields for high school sport season and association activities.

d. Annually provide one ADA restroom facility at all SCHOOL facilities as needed and mutually agreed upon annually for high school season and association activities.

e. Maintain the tennis court surface, windscreens, fencing and nets at the Shakopee West Middle School and Shakopee High School.

f. Maintain and store all nets, goals, home plates, pitching rubbers, and bases used on SCHOOL fields.

g. Annually reimburse the CITY for its expenses associated with the purchase of ag lime and clay to be placed on the SCHOOL Facility fields, if needed and as mutually agreed upon.

h. Contact CITY to communicate the opening and closing of SCHOOL facilities per season.

i. Annually provide a SCHOOL contact list in case of facility field closures due to weather and any after-hours emergency to CITY.

Responsibilities of the CITY:

a. Annually provide one ADA restroom facility at all CITY facilities as needed and mutually agreed upon annually.

b. Drag Schleper Stadium ball field for high school baseball season to include game days unless noted on weekly schedule.

c. Deposit and grade ag lime on SCHOOL Facility fields as needed and as time/budget allows as mutually agreed upon.

d. Trim sod around SCHOOL Facility infields as mutually agreed upon.

e. CITY will paint fields, drag ball fields (to include game days unless noted on the schedule), and maintain garbage collection at CITY and SCHOOL facilities for association activities (Note: except the Saber Complex).

f. Maintain the tennis court surface, windscreens, fencing and nets at Stans Park.

g. Maintain and store all nets, goals, home plates, pitching rubbers, and bases used on CITY fields.

h. Contact SCHOOL to communicate the opening and closing of CITY facilities per season.

i. Annually provide a CITY contact list in case of facility field closures due to weather and

any after-hours emergency to SCHOOL.

7. Cleaning and Maintenance of the Facilities. Except as otherwise specified above, both parties shall be responsible for keeping and maintaining their respective facilities and equipment which are subject to this Agreement in good order and repair and in a clean, safe, and usable condition.

8. Facility Damage. If a facility subject to this Agreement, or any part of the improvements that form a part of the facility is damaged or destroyed by the willful or negligent conduct of the party using the facility, that party shall promptly repair such damage or replace such improvements that were destroyed.

9. Facility Use. The parties agree that while they are using the other party's facilities pursuant to the terms of this Agreement, they will comply with the policies for use, operation, and supervision of the facility as established by the other party and such other policies as established by the other party provided such policy does not violate the rules of the Minnesota State High School League. The employees and agents of the party using the facility shall remain the employees and agents of that party.

Except as may otherwise be agreed between the CITY and the SCHOOL from time to time, the CITY and the SCHOOL shall make reasonable efforts to limit those activities taking place in a facility subject to this Agreement to those which the facility was designed for and which will not be destructive to the facility or the equipment of the other party, or otherwise carry an unreasonable risk of injury or harm to the participants, supervisors, or spectators of the activities.

The personal property of the CITY situated on or within CITY Facilities and SCHOOL Facilities shall always during the term of this Agreement be the property of the CITY and the responsibility of the CITY. Correspondingly, personal property of the SCHOOL situated on or within the SCHOOL Facilities and CITY Facilities shall always for purposes of this Agreement remain the property of the SCHOOL and the responsibility of the SCHOOL.

10. Facility Supervision. The parties agree that when utilizing the other party's facilities pursuant to this Agreement, they will provide individuals to supervise programs to be conducted at user's expense. The parties agree that they will be responsible for the control and supervision of all participants and spectators at events to be held at the other party's facility. The party who is the owner of the facility to be used shall determine the method and degree of supervision that will be required.

11. Indemnification. The CITY shall conduct its activities at the SCHOOL Facilities so as not to endanger any person lawfully thereon; and shall indemnify, defend, save and hold harmless the SCHOOL and all of its officials, agents, contractors, employees and invitees against all claims, demands and actions and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person or damage to property, occurring during the CITY's use of the SCHOOL Facilities, arising out of the CITY's use of the SCHOOL's Facilities, or the use thereof by any official, employee, agent, contractor or invitee of the CITY pursuant to this Agreement, except to the extent caused by the misconduct of the SCHOOL, its officials, employees, agents, contractors, students or invitees. The CITY's indemnification obligations set forth in this section shall survive any termination of this Agreement. Nothing in this provision is intended to be, nor shall constitute, a waiver of any immunities or defenses that the CITY might otherwise be entitled to under federal, state or local law.

The SCHOOL shall conduct its activities at the CITY Facilities so as not to endanger any person lawfully thereon; and shall indemnify, defend, save and hold harmless the CITY and all of its officials, agents, contractors, employees and invitees against all claims, demands and actions and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person or damage to property, occurring during the SCHOOL's use of the CITY's Facilities, arising out of the SCHOOL's use of the CITY's Facilities, or the use thereof by any official, employee, agent, contractor or invitee of the SCHOOL pursuant to this Agreement, except to the extent caused by the misconduct of the CITY, its officials, employees, agents, contractors or invitees. The SCHOOL's indemnification obligations set forth in this section shall survive any termination of this Agreement. Nothing in this provision is intended to be, nor shall constitute, a waiver of any immunities or defenses that the SCHOOL might otherwise be entitled to under federal, state or local law.

12. Insurance. The CITY shall keep in force, at the expense of the CITY, and throughout the term of this Agreement, applicable insurance coverage for the CITY Facilities and for its activities through the League of Minnesota Cities Insurance Trust (LMCIT) or at its option, may self-insure. To the extent permitted by the LMCIT, the CITY will list the SCHOOL as an additional insured. The CITY shall be responsible for damage or loss to its personal property or equipment located within or on the SCHOOL Facilities.

The SCHOOL shall keep in force, at the expense of the SCHOOL and throughout the term of this Agreement, applicable insurance coverage for the SCHOOL Facilities and for its activities. The SCHOOL will list the CITY as an additional insured. The SCHOOL shall be responsible for damage or loss to its personal property and equipment located within or on the CITY Facilities.

13. Amendment of Agreement. This Agreement may be amended in writing by mutual agreement of the parties.

14. Term of Agreement. Unless earlier terminated, this Agreement shall be effective upon execution by both parties. This Agreement shall continue in effect for one year from the date of execution. This Agreement shall automatically renew for a one-year term on an annual basis upon expiration of the term of the Agreement. Either party may choose to terminate this Agreement at any time by providing a 90-day written notice to the other party.

15. Compliance with Laws. The parties shall at their respective expense, comply with all laws, ordinances, rules, orders, regulations, and other requirements of governmental authorities, now or subsequently pertaining to their facilities subject to this Agreement. The CITY and the SCHOOL agree to comply with the Americans with Disabilities Act and to not discriminate based on disability in the admission or access to services, programs, or activities that are held at the facilities subject to this Agreement. Upon request, the parties agree that accommodation as required by the Americans with Disabilities Act will be provided to allow individuals with disabilities to participate in services, programs, and activities at the facilities subject to this Agreement. The CITY and the SCHOOL agree to hold harmless and indemnify each other from any damages, claims and reasonable attorneys' fees incurred because of any action or proceeding brought alleging a violation of the Americans with Disabilities Act for their respective facilities, programs, or services.

16. Notices. Any notice required or permitted to be sent pursuant to this Agreement shall be in

writing and be distributed by courier delivery, facsimile transmission or U.S. Mail to the following addresses, or to such other address as may be specified from time to time in writing by the SCHOOL or the CITY.

SCHOOL
Independent School District No. 720
1200 Shakopee Town Square
Shakopee, MN 55379
Attn: School Superintendent

CITY
City of Shakopee
485 Gorman Street
Shakopee, MN 55379
Attn: City Administrator

17. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed the day and year first above written.

INDEPENDENT SCHOOL DISTRICT #720	CITY OF SHAKOPEE
By:	By:
Mike Redmond, School District Superintendent	William Mars, Mayor
By:	By:
	William Reynolds, City Administrator
By:	By:
	Lori Hensen, City Clerk