

**TENNIS COURT FACILITY
COOPERATIVE AGREEMENT**

THIS JOINT FACILITY AGREEMENT, made and entered into by the Independent School District #656 through its School Board (hereinafter referred to the School District), and the City of Faribault, State of Minnesota, by and through its Council (hereinafter referred to as the City).

WITNESSETH THAT:

IN CONSIDERATION, of the mutual covenants contained herein, the parties agree as follows:

Section 1. **PURPOSE**

The purpose of this cooperative agreement is to make available to each party the benefits of the tennis court facility located at the Senior High School as a common item used by both parties, hereto, subject to the terms and conditions hereinafter set forth.

Section 2. **EFFECTIVE DATE**

This cooperative agreement shall become effective when signed by the duly authorized representative of the parties. The term of the agreement shall extend through December 31, 2044, unless renewed through mutual consent and action by the governing bodies of both parties.

Section 3. **CAPITAL IMPROVEMENTS**

It is understood and agreed that all capital improvements to the facility shall be discussed and agreed to prior to the undertaking of the project. Should either party undertake an improvement, they shall be financially responsible for all improvement costs.

Section 4. **MAINTENANCE**

The School District agrees to perform or have performed such maintenance activities as are necessary to keep the facility in a safe and playable condition. The City agrees to reimburse the School District fifty (50) percent of the cost to said maintenance activity; provided the School District agrees to obtain the express approval of the City before contracting for maintenance activities the cost of which is estimated to exceed one thousand (\$1000) dollars.

Section 5 **FACILITY ACCESS**

The School District agrees to coordinate the use of the facility through the Office of the High School Athletic Director. Access may be temporarily restricted with advanced notice for maintenance and improvement activities.

Section 6. **FACILITY LIGHTING**

Lighting of the facility is intended primarily for the use of benefit of the general public. The City agrees to maintain and be responsible for all costs associated with the lighting system.

Section 7. **RECORD KEEPING AND PAYMENT**

The School District agrees to keep and supply to the City a statement of all expenses associated with the maintenance of the facility. The City agrees to pay the verified amount of the maintenance expense which is their portion.

Section 8. **INDEMNITY**

The City and the School District mutually agree that neither party shall be liable for injuries of the users of the other in connection with City or School District sponsored activities.

Section 9. **AMENDMENTS**

This agreement is non-cancelable during its duration; however, this agreement may be changed or modified in writing by both parties when mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

INDEPENDENT SCHOOL DISTRICT #656

CITY OF FARIBAULT

BY:

CHAIRMAN

MAYOR

ATTEST:

SUPERINTENDENT

CITY ADMINISTRATOR

DATE

DATE