

ICE RINK CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made this 5th day of December, 2022, by and between the City of Grand Rapids, a Minnesota municipal corporation located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota ("City"), and the Independent School District 318, Grand Rapids, Minnesota ("ISD 318").

RECITALS

- A. The City desires to work cooperatively with ISD 318 to establish and operate an outdoor ice rink on property owned by ISD 318 and located adjacent to the Grand Rapids Middle School, on 11th Avenue NE in the City of Grand Rapids ("Rink").
- B. ISD 318 desires to work cooperatively with City in the establishment and operation of the Rink in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. City Responsibilities:
 - a. City will install a dasher board system, build the Warming Shack and install overhead lighting at City's expense per the agreed upon layout in Exhibit A.
 - b. City will build and maintain the ice sheet during each season.
 - c. City will be responsible for snow removal to allow access to the Warming Shack and removal of snow from the ice rink.
 - d. City agrees to provide the required personnel and related support services and supplies to provide the services necessary to operate the Warming Shack.
 - e. City shall provide the Ice Rink with all applicable utility services and shall pay the utility directly for such services. "Utilities" shall include water, electric, and gas service.
 - f. Cooperate with ISD 318 to the fullest extent possible in the operation of the ice rink.
2. ISD 318 Responsibilities:
 - a. Cooperate with the City to the fullest extent possible in the operation of the ice rink.

3. Use of Facilities/Rental Fees: The premises is intended for use by the public as an ice-skating rink, ice hockey and figure skating training facility, and other uses compatible therewith. There will be no rental fees charged for use of the facilities.

4. Hours of Operation and Scheduling: The Ice Rink will be operational as soon as weather permits each season. While the rink is operational, the Warming Shack will be open from 3:30 p.m. to 9:00 p.m. Monday through Friday, and 12:00 p.m. to 8:00 p.m. on Saturdays and Sundays. Scheduling will take place through the City's Recreation Department. ISD 318 shall be allowed to reserve the rink with prior approval from City.

5. Term and Termination: The term of this Agreement shall be from January 1, 2022, regardless of the dates of execution, until terminated as provided herein. This Agreement may be terminated by any party for any reason after thirty (30) days written notice to the other party. Upon termination, City shall relocate the Warming Shack, dasher boards and lighting at City's expense and agrees to return the property to its original condition as soon as reasonably possible.

6. Mutual Release and Indemnification: Each party shall indemnify and hold the other harmless from any claims by reason of death of or injuries sustained by or property damage suffered by any person in any manner whatsoever, unless such claims arise from the negligence or intentional acts of a party, its employees and/or agents.

Each party shall indemnify the other against all liabilities, expenses, costs and losses, including reasonable attorney's fees, arising out of or relating to the failure by either party to perform any covenant required to be performed by said party under this Agreement other than such claims arising out of intentional or negligent acts of the party, its employees and/or agents.

7. Additional Insured: By endorsement to the general liability insurance policy evidenced by ISD 318, the City, its officers and employees shall be named as additional insureds for all liability arising from this contract.

8. Owner of Premises: This agreement does not change the ownership of the premises and ISD 318 remains the sole owner. The premises has been, is, and will continue to be tax-exempt.

9. Entire Agreement: The entire agreement of the parties is contained in this document and its Exhibits. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by all the parties.

10. Amendment: Any amendment of this Agreement must be in writing and signed by all parties.

11. Assignment: The rights and obligations created by this Agreement are assignable only by the written consent of all parties.

12. Notices: All notices required to be given by any party pursuant to this Agreement shall be in writing and sent to the other party at the following addresses:

ISD 318: Matt Grose
ISD 318
820 NW 1st Avenue
Grand Rapids, MN 55744

City: Dale Anderson
City of Grand Rapids
420 No. Pokegama Ave.
Grand Rapids, MN 55744

All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the US Postal Service, postage prepaid. Notices by fax or email alone are not sufficient.

13. Independent Contractor: Nothing in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association between the City and ISD 318. None of ISD 318's employees, agents, or representatives shall be considered employees, agents or representatives of City.

14. Applicable Law: This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

15. Attorney's Fees: In the event legal action is brought to enforce this agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first written above.

Independent School District 318

City of Grand Rapids

By: _____

Matt Grose, Superintendent

By: _____

Dale Christy, Mayor

Date: _____

12/5/22

Date: _____