

AGREEMENT

THIS AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Grand Rapids Amateur Hockey Association, Grand Rapids, Minnesota, hereinafter referred to as the “GRAHA”, entered into this ____ day of _____, 2024.

RECITALS

WHEREAS, City owns and operates the Jerry and Shirley Miner Pavilion located at Yanmar Arena “Pavilion”; and

WHEREAS, GRAHA has determined that the change in climate has resulted in the need to install artificial ice via a refrigeration system at the Pavilion “Project”; and

WHEREAS, with the growth in GRAHA membership there is a need for additional dependable ice; and

WHEREAS, GRAHA also intends to add four weekends of eight team tournaments at the Pavilion creating a minimum economic impact of \$500,000, based on a 2018 University of Minnesota economic impact report;

NOW THEREFORE, for good and valuable mutual consideration, City and GRAHA mutually agree as follows:

ARTICLE I - AGREEMENT TO CONSTRUCT

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts, and Agreements.

WHEREAS, in consideration of timing and the need to complete the Project prior to November 1, 2024, the City does hereby authorize GRAHA to enter the property located under and around the Pavilion and complete the Project under the following conditions.

1. Construction of the Project shall be generally in accordance with the preliminary proposal located in Attachment A.
2. GRAHA shall maintain through the term of this Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy the City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by GRAHA prior to commencement of occupancy of the premises by GRAHA. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving the City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for GRAHA's indemnification obligation to City under this Agreement.
3. GRAHA shall require the contractor to provide a performance and payment bond, provide documentation that all subcontractors and suppliers have been paid, and that no liens have been placed against City property.
4. GRAHA shall provide to the City a set of construction plans that are executed by a professional engineer in the State of Minnesota.

5. The City shall secure and pay all necessary permits including a city building permit, state electrical permit, and any other required permits.
6. If feasible, electrical power supplying the Project, shall be sub metered on the City's existing electrical system. If this is not possible then the Project should be directly connected to the City's existing electrical system or if agreed upon mutually in writing, a separate independently metered system and GRPUC account established.
7. Upon completion of Project, submittal of documentation that there are no outstanding loans or liens, and acceptance by City, GRAHA shall donate the Project to the City.
8. GRAHA and the City shall work cooperatively to secure grant funding if available.

ARTICLE II – OPERATIONS

1. GRAHA shall pay all electrical and maintenance costs related to the Project.
2. GRAHA shall have the right to sell advertisements within the pavilion if it does not jeopardize City naming right or sponsorship agreements.
3. The City shall continue to maintain the Pavilion in accordance with the State approved Use Agreement.
4. The Pavilion shall be open to the public when GRAHA does not have scheduled use of the facility.

ARTICLE III - TERM

1. The term of this Agreement shall be from May 1, 2024 through April 30, 2034, except that this Agreement may terminate pursuant to the terms and conditions contained in this Agreement with one-year written notice of either party.

ARTICLE IV - MISCELLANEOUS

1. Notices: All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by GRAHA to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to GRAHA shall be addressed to: President, GRAHA, PO Box 422, Grand Rapids, MN 55744.
2. Waiver, Modification: No waiver of any condition, covenant, right or option of this Agreement by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Agreement. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Agreement.
3. Representations: Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by GRAHA except as herein expressly set forth.

4. Cumulative Rights: No right or remedy herein conferred on and reserved to the GRAHA or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.

5. Approvals: Wherever the City's or the GRAHA's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City of the GRAHA, as appropriate, notifies the requesting party that the City or the GRAHA, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.

6. Successors, Assigns: This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of GRAHA obtaining written consent from City to assign or sublet this Agreement.

7. No Partnership: Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between City and GRAHA or to create any other relationship between the parties hereto other than that of City and GRAHA.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

GRAHA:

BY: _____
Jon Toivonen
Its President

Date: _____

APPENDIX A