

AGREEMENT FOR INTERGOVERNMENTAL COOPERATION PERTAINING TO THE JOINT USE OF BUILDINGS AND FACILITIES

THIS AGREEMENT is entered into by and between the City of Brookings, a municipal corporation, hereafter referred to as "City," and Brookings School District 5-1, hereafter referred to as "School."

WHEREAS, each of the parties own and maintain certain buildings and facilities which could be utilized by the other for purposes of executing their respective mission and public service objectives. Further, the parties recognize it is in the best interest of the public and taxpayers to avoid duplication, maximize utilization, and minimize costs so facilities can be shared; and that operations and costs are to be managed to provide the greatest possible benefit to both parties and the general public,

NOW THEREFORE, in order to accomplish the objectives set forth above, the parties hereto agree to the following:

1. Designated Representatives. The Director of Parks, Recreation & Forestry shall represent the City and the Activities Director shall represent the School in developing changes, updates, modifications as deemed necessary to this agreement. The Director of Parks, Recreation & Forestry shall report such changes to the City Manager and the Activities Director shall report changes to the School Superintendent who shall subsequently meet if necessary to address changes, updates, or modifications. Changes to this agreement shall be approved by the governing body of each governing unit.
2. Description of Facility and Party Responsibilities.
 - **FACILITY DEVELOPMENT:** The City and School share the same philosophy of joint school/park facilities. In the past, city parks/schools, and joint facilities have been planned to accommodate both parties. This process maximizes use of both outdoor and indoor facilities for the use of students as well as members of the community.
 - **FACILITY MAINTENANCE:** The City and School shall cooperate in maintenance, scheduling, and usage of both indoor and outdoor facilities. These responsibilities will be defined further through an Operational Addendum to this agreement itemizing arrangements for each school/park facility, developed by the Director of Parks, Recreation & Forestry and the Activities Director. This agreement may provide for the transfer of funds for services provided or in kind payments in lieu of services provided as noted on the Operational Addendum.
 - **ANNUAL REVIEW AND MODIFICATIONS:** City and School staff shall meet annually to review the past year's operation and discuss any changes that should be made to the Operational Addendum. Specific modifications to use, scheduling, and maintenance of each facility are considered managerial purview and would not require approval of the governing bodies but would be subject to approval by the City Manager and School Superintendent. Said modifications must maintain the joint use of guidelines and philosophy of this agreement.
3. Indemnification. The City and School agree that each shall defend, indemnify, and save the other, and their officers and employees harmless against all liabilities, losses, damages, and expenses which any or all of them may hereafter incur or pay out as a result of the negligent acts or omissions of the indemnifying party. Accordingly, the City shall defend, indemnify, and save the School, its officers and employees harmless against all liabilities, losses, damages, and expenses which the School may hereafter incur or pay out as a result of negligent acts or omissions of the City in performing this agreement, and the School shall defend, indemnify and save the City, its officers and employees

harmless against all liabilities, losses, damages, and expenses which the City may hereafter incur or pay out as a result of negligent acts or omissions of the School in performing this Agreement.

- 4. Mutual cooperation and further agreements. The City and School agree to cooperate in good faith with regard to each and every aspect of this agreement. The City and School further agree to negotiate in good faith and to enter such other and further agreements as may be necessary to implement any aspect of this agreement. Any revisions to this agreement must be in writing and any further agreements between parties must also be in writing and approved by the governing boards of each entity.
- 5. This agreement can be terminated by either party but requires a one year written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date set forth below.

CITY OF BROOKINGS

BROOKINGS SCHOOL DISTRICT 5-1

By:

By:





(Signature)

(Signature)

Name: Paul Briseño

Name: Klint Willert

Title: City Manager

Title: Superintendent of Schools

Date: 10/26/2022

Date: 11/1/2022



(SEAL)

Name Donna Foster
Title City Clerk

Name _____
Title _____

2021-22 CURRENT PRACTICES & AGREEMENTS BETWEEN BROOKINGS PARK & REC AND BROOKINGS SCHOOL DISTRICT

BROOKINGS HIGH SCHOOL/DWIGGINS MEDARY PARK

*FB stadium, long jump, discuss and shot put on city property

*½ of district bus garage on city property

CITY PROVIDES

- Turf & grounds maintenance of skate park, Bob Shelden, Four Fields, the teener field, lot behind FB stadium to Bob Shelden fence, and boulevards around Medary-5th St-Elm Ave-8th St.
- User-ready Four Fields for high school PE classes and JV softball games
- Funding for high school intramural program staff

DISTRICT PROVIDES

- Turf & grounds maintenance surrounding high school buildings & inside fenced area of FB field
- Jostad & Auxiliary gym usage on Wednesday evenings for adult basketball league and Sunday afternoons for open gym
- Swimming pool usage for public swimming on winter weekends and during the summer for swim lessons. City will pay for costs of lifeguards and custodial fees created during swimming lessons
- Limited use of track for senior/community games
- Responsible for identifying intramural director/staff

MICKELSON MIDDLE SCHOOL

*District owns concession, restroom & storage building

CITY PROVIDES

- Turf & grounds maintenance of lot between north parking area & church as well as area surrounding & outside the FB field/track
- Maintenance & cleaning of BB field and restrooms from May-August
- Pays for 25% of the cost of irrigation

DISTRICT PROVIDES

- Turf & grounds maintenance surrounding building, parking lots & boulevards, plus inside fenced area of FB field
- Maintenance & cleaning of restrooms from September-May
- Pays for 75% of the cost of irrigation

CAMELOT INTERMEDIATE SCHOOL/CAMELOT PARK

*City owns land north of school building where playground sits and the northeast parking lot

*District owns playground and pays for snow removal from north parking lot

CITY PROVIDES

- Turf & grounds maintenance of all areas north, east & west of playground from Camelot Drive to Christine Ave
- Inspection of playground equipment
- Soccer goals

DISTRICT PROVIDES

- Turf & grounds maintenance surrounding building & playground from Camelot Drive to Christine Ave
- Cost of maintenance & repair of playground equipment & area

DAKOTA PRAIRIE ELEMENTARY SCHOOL

CITY PROVIDES

- Turf & grounds maintenance outside of what is authorized to grow as prairie grass
- Inspection of playground equipment

DISTRICT PROVIDES

- Turf & grounds maintenance surrounding building, playground and parking lots
- Cost of maintenance & repair of playground equipment & area

MEDARY ELEMENTARY SCHOOL/DWIGGINS MEDARY

CITY PROVIDES

- Turf & ballfield maintenance south of building and east of playground
- Inspection of playground equipment

DISTRICT PROVIDES

- Turf & grounds maintenance surrounding buildings, parking lots & playground
- Cost of maintenance & repair of playground equipment & area
- Community use of turf area and ball field

HILLCREST ELEMENTARY SCHOOL/HILLCREST PARK

*City owns north parking lot

*District pays for snow removal

CITY PROVIDES

- Turf & grounds maintenance north & east of north parking lot & building
- Tennis courts for high school tennis practice & competitions
- Inspection of playground equipment
- Parking lot for school faculty
- Soccer goals

DISTRICT PROVIDES

- Cost of maintenance & repair of playground equipment & area

5TH STREET GYM

*County owns east parking lot

*District pays for snow removal

CITY PROVIDES

- Pays for 75% of the cleaning costs from October through April

DISTRICT PROVIDES

- Daily gym usage for adult leagues & rentals from October to April
- Janitorial services & cleaning
- Cost of maintenance & upkeep + 25% of the cleaning costs from October through April and 100% of cleaning costs the other months

EDGEBROOK GOLF COURSE

CITY PROVIDES

- Use of driving range (range balls provided) & course for high school girls & boys golf
- Cross-country facility for meets & occasional practice
- Prepare 3M parking area with ropes & signage for high school cross country meet (would like help from district with this; also encouraged district to use Peace Lutheran Church parking lot)

DISTRICT PROVIDES

- Assist with 3M parking area preparation for XC invite

FISHBACK SOCCER COMPLEX

CITY PROVIDES

- Practice & competition fields for high school soccer
- Practice for high school teams on competition field the day before a home contest
- Discussion of hosting district cross country meets

DISTRICT PROVIDES

LARSON ICE CENTER

CITY PROVIDES

- Use of ice for district PE classes and field trips

SOUTHBROOK SOFTBALL COMPLEX

CITY PROVIDES

- Practice & competition fields for high school softball beginning fall of 2022
- Authorizes the installation of a double batting cage at the complex

DISTRICT PROVIDES

- Batting cages to be constructed in Fall 2022 (weather permitting) and to be available for public use when not being used by Bobcat Softball.
- On-going maintenance of the batting cages.

BSD Official Signature *Kent Willett* Date 11/1/2022

City of Brookings Official Signature *[Signature]* Date 10/26/2022