

**CITY FACILITY USAGE
AND MAINTENANCE AGREEMENT BETWEEN
CITY OF MANITOWOC
AND
RONCALLI CATHOLIC SCHOOLS
FOR USE OF CITY PARK AND RECREATION FACILITIES**

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the RONCALLI CATHOLIC SCHOOL DISTRICT, a Wisconsin institution of learning, (hereinafter “RCS”), with its principal mailing address of 2000 Mirro Dr., Manitowoc, WI 54220.

WITNESSETH,

WHEREAS, the City owns softball/baseball fields and tennis courts on premises known as Manitowoc Youth Sports Complex, Fleetwood Park, Lincoln Park, Red Arrow Park, and Citizen Park located in the City of Manitowoc, Manitowoc County, Wisconsin; and

WHEREAS, RCS runs a youth softball/baseball and tennis program for the benefit of Roncalli Catholic Schools attendees; and

WHEREAS, the City and RCS wish to continue their long-standing relationship and establish contractual responsibilities for the use of the fields/courts located at the previously mentioned park locations. RCS will be granted use of all City owned softball/baseball and tennis facilities at no cost in exchange for field and court maintenance during the 2022 sporting season

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties agree as follows:

1. **MAINTENANCE.** The City and RCS share maintenance and operational responsibilities on the fields and diamonds listed above as follows:

A. City Responsibilities.

- i. Cut grass and string trim along fence line once per week at all sites. If additional cuttings are needed, RCS Athletic Director and City Parks and Rec. Division Manager will coordinate.
- ii. City Parks and Rec. Division, will independently reserve fields for RCS athletic programs & in collaboration with Manitowoc Public School District(hereinafter “MPSD”) and Manitowoc Youth Baseball Association(hereinafter “MYBA”) for all Softball/baseball and tennis programs at the following preferred locations:

1. Softball -
 - a. Youth Sports Complex Citizen Park
2. Tennis -
 - a. Varsity Boys: Practice at Lincoln Park and/or Fleetwood Park. Meets at Lincoln Park
 - b. Middle School: Fleetwood Park and Citizen Park. Meets at Lincoln Park
- iii. Provide field maintenance materials including diamond mix, chalk, sod, dirt, etc.
- iv. Permit RCS to use the City diamond groomer and 3-wheel trailer for on-site grooming. RCS shall require a valid driver's license for all operators.
- v. Reserve, operate and maintain concession stands & restrooms at no cost to district.
- vi. Provide access to equipment to maintain fields in "ready to use" condition – aerator, rakes, lining machines, drags, pulverizer, lime, etc. in coordination with City Parks & Recreation Division Manager.
- vii. Repairs to equipment or buildings by City Parks Division
 1. Lights at Lincoln Park, Manitowoc Youth Sports Complex
 2. Scoreboards at, Miracle League Park and the Manitowoc Youth Sports Complex
 3. Fences at Lincoln Park, Citizen Park, Miracle League Park and the Manitowoc Youth Sports Complex
 4. Concession stand areas at Lincoln Park, Miracles Park, Citizen Park and Manitowoc Youth Sports Complex
 5. Maintain and stock restrooms at all city parks
- viii. Conduct an annual field and equipment condition assessment at the completion of each RCS season as well as in fall prior to winterizing each field

B. RCS Responsibilities.

RCS agrees to perform general grounds and facility maintenance during the term of this agreement in lieu of rental payments.

i. Routine Maintenance at all facilities:

1. Regular field condition inspections

2. Field grooming as needed
3. Remove water as needed
4. Prepare for games – Lining, fences, bases, etc.
5. RCS will perform mowing above and beyond the “one time per week” frequency at all facilities as needed
6. General cleaning and restocking of supply products maintained in the restrooms and concession stands on days RCS uses a facility
7. Communicate any equipment or property needing repairs or maintenance attention to the City Parks and Recreation Division Manager
8. Participate in annual field and equipment condition assessment at the completion of each RCS season as well as in fall prior to winterizing each field

ii. Manitowoc Youth Sports Complex

1. 3 diamonds will be used by MPSD for JV1, JV2 and V softball practices
2. Coordinate scheduling use with City and MYBA
3. Conduct routine field preparation for competition after snow has melted– rake/drag infield and mow ball diamond as needed for duration of the spring season
4. Conduct routine preparation (if needed) of equipment for maintaining field- drag, lining machine, lime/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Rec. Division Manager
5. Clean and empty concession stand after each use

iii. Lincoln Park Tennis Courts

1. RCS will conduct routine inspection of facilities to ensure nets are at the correct height and playing surfaces, nets, and fences are in adequate condition. Any deficiencies will be assessed by the City and remedied as capacity and budget allow.
2. Conduct routine court preparation for practice and/or competition.

3. RCS will work with the City Parks and Rec. Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
4. RCS will remove and dispose of any refuse left as a result of facility use in proper disposal containers.

iv. Citizen Park Tennis Courts:

1. RCS will conduct routine inspection of facilities to ensure nets are at the correct height and playing surfaces, nets, and fences are in adequate condition. Any deficiencies will be assessed by the City and remedied as capacity and budget allow.
2. Conduct routine court preparation for practice and/or competition.
3. RCS will work with the City Parks and Rec. Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
4. RCS will remove and dispose of any refuse left as a result of facility use in proper disposal containers.

v. Fleetwood Park Tennis Courts

1. RCS will conduct routine inspection of facilities to ensure nets are at the correct height and playing surfaces, nets, and fences are in adequate condition. Any deficiencies will be assessed by the City and remedied as capacity and budget allow.
2. Conduct routine court preparation for practice and/or competition.
3. RCS will work with the City Parks and Rec. Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
4. RCS will remove and dispose of any refuse left as a result of facility use in proper disposal containers.

vi. Red Arrow Park Tennis Courts

1. RCS will conduct routine inspection of facilities to ensure nets are at the correct height and playing surfaces, nets, and fences are in adequate condition. Any deficiencies will be assessed by the City and remedied as capacity and budget allow.

2. Conduct routine court preparation for practice and/or competition.
 3. RCS will work with the City Parks and Rec. Division Manager if nets need to be adjusted. Adjustments shall be made by properly trained RCS or City staff.
 4. RCS will remove and dispose of any refuse left as a result of facility use in proper disposal containers.
2. **SCHEDULING AND FIELD PRIORITY.** The parties agree to follow the Scheduling and Priority Policy, attached and incorporated herein as Exhibit A and as amended as needed.
3. **USE OF CONCESSION STANDS.** RCS may use the concession stand at no cost during their scheduled games. The City retains ownership of the stand and may use it or lease it whenever RCS, MPSD and MYBA do not have a game scheduled. MYBA product may remain in the stand.
4. **TERM.** This agreement shall be valid for the duration of the RCS 2022 baseball /softball and tennis season, including post season.
5. **INDEMNIFICATION AND INSURANCE**
- A. **Indemnification.** RCS agrees to indemnify, hold harmless, and defend the City, its employees, officials, officers, and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to, or death of any person arising from RCS use of the premises, except to the extent of any insurance proceeds received from RCS's insurer(s) by the City on account of any such item. Such indemnification shall not apply to acts of reckless or willful misconduct of the City. RCS shall indemnify for property damage where not otherwise addressed in this agreement.
 - B. **Insurance.** RCS shall provide to the City, at its own expense, insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a thirty day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insureds as their interests may appear. A Certificate of Insurance for all required insurance shall be filed with the City upon execution of this Agreement.
 1. **General Liability.** Comprehensive general liability insurance including contractual liability, personal injury liability, products and completed operations with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. This insurance shall be required for the full term of the license and any renewal periods.

2. Statutory Insurance. RCS shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.

6. DEFAULT AND TERMINATION.

- A. In the event RCS fails to complete the required maintenance as outlined in the responsibilities list above to the satisfaction of the City Parks and Recreation Division Manager, the City shall give notice to RCS allowing RCS a reasonable time to cure the maintenance issue. Should RCS fail to timely cure, RCS shall be charged standard field rental fees pursuant to the City's schedule until the defect is cured.
- B. In the event the City fails to complete the required maintenance or repairs as outlined in responsibilities list above to the satisfaction of RCS, RCS shall give notice to the City allowing the city a reasonable time to cure the maintenance or repair issue when possible.
- C. If any insurance policy or coverage required under this Agreement lapses, the City may, without notice, declare this Agreement terminated. RCS shall have no access rights to or use of the any fields until all insurance policies are in place.
- D. City or RCS may terminate this Agreement at any time by giving thirty days written notice to the other party.

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