

MAINTENANCE AGREEMENT

BETWEEN

CITY OF MANITOWOC

AND

MANITOWOC PUBLIC SCHOOL DISTRICT

FOR USE OF SOFTBALL AND BASEBALL FIELDS

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of March, 2016, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the Manitowoc Public School District., a Wisconsin corporation, (hereinafter “MPSD”), with its principal mailing address of 2902 Lindbergh Drive, Manitowoc, Wisconsin 54220.

WITNESSETH,

WHEREAS, the City is the owner of the premises known as Municipal Baseball Field, Citizen Park , Westfield Park, and Halverson Park softball and baseball fields located in the City of Manitowoc, Manitowoc County, Wisconsin; and

WHEREAS, MPSD desires to maintain Municipal Field to conduct baseball games, ticket sales offices, to sell merchandise and to sell concessions; and the softball and baseball fields at Citizen Park to conduct baseball and softball games, sell merchandise, and to sell concessions; and the fields at Westfield and Halverson Park for baseball and softball games and practices; and

WHEREAS, MPSD and City have enjoyed a mutually beneficially relationship for years where MPSD assists City with the maintenance of fields for over 460 hours a year, saving the City over \$16,000 in labor costs; and

WHEREAS, the City has historically waived rental fees for MPSD due to this assistance.

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

- 1. MAINTENANCE.** City and MPSD agree to conduct all maintenance as outlined in the “Baseball and Softball MPSD Proposal” that is attached as Exhibit A. The MPSD

Buildings and Grounds Supervisor will report on task completion and necessary City work to the Operations Division Manager.

2. **FIELD PRIORITY.** Due to the commitment to field maintenance made by MPSD, the MPSD teams will have priority for games and practices as outlined in Exhibit A.
3. **TERM AND COST.** The term of this Agreement shall be for a period commencing March 1, 2016 and ending July 31, 2016. There shall be no rental fees assessed to MPSD so long as maintenance is completed on schedule.
4. **INDEMNIFICATION AND INSURANCE**
 - A. **Indemnification.** MPSD hereby agrees to hold the City, its employees, officials, officers and agents harmless and to indemnify 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 or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from MPSD use of the premises, except to the extent of any insurance proceeds received from MPSD's insurer(s) by the City on account of any such item. Such indemnification shall not apply to acts of willful misconduct of the City.
 - B. **Insurance.** MPSD agrees that it shall provide to the City at its own cost and 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 calendar 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 at or before MPSD signs 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.** MPSD shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.

5. DEFAULT AND TERMINATION.

- A.** In the event MPSD shall not complete required maintenance as outlined in Exhibit A to the satisfaction of the Operations Division Manager, the City shall give notice to MPSD giving MPSD five business days to cure the maintenance issue. Should MPSD fail to comply, they shall be charged standard field rental fees until the defect is cured.
- B.** In the event of lapse of insurance policies or coverage as required by this Agreement the City may, without notice, declare this Agreement terminated. MPSD shall have no access rights to or use of the any fields until all insurance policies are in place.
- C.** City or MPSD may terminate this Agreement at any time by giving 30 days written notice to the other party, so long as the effective date of termination does not occur during the regular softball or baseball season.

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IN WITNESS WHEREOF, the City of Manitowoc has cause this instrument to be signed by its Mayor and City Clerk/Deputy Treasurer, having been duly authorized to do so, and the Manitowoc Public School District has caused this instrument to be signed by its Representatives, having been duly authorized, to do so this _____ day of March 2016.

CITY OF MANITOWOC:

By: _____
Justin M. Nickels, Mayor

By: _____
Jennifer Hudon, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this _____ day of _____, 2016, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk/Deputy Treasurer, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by their authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MANITOWOC PUBLIC SCHOOL DISTRICT

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this _____ day of _____, 2016, the above signed _____, and _____, _____ (title) and acknowledged that they/he executed the foregoing instrument personally and by his/their authority.

Notary Public
Manitowoc County,
My commission (expires) (is): _____