

**CITY PARK BALL DIAMOND USAGE
AND 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 _____, 2021, 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 institution of learning, (hereinafter “MPSD”), with its principal mailing address of 2902 Lindbergh Dr., Manitowoc, WI 54220.

WITNESSETH,

WHEREAS, the City owns premises known as Miracle League Park, Red Arrow Park, Municipal Field Park and Citizen Park softball and baseball fields located in the City of Manitowoc, Manitowoc County, Wisconsin; and

WHEREAS, MPSD runs a youth softball and baseball program for the benefit of Manitowoc Public School District attendees; and

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

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

1. **MAINTENANCE**. The City and MPSD 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, MPSD Director of Buildings & Grounds and City Parks and Rec. Division Manager will coordinate.
- ii. City Parks and Rec. Dept, will independently reserve fields for MPSD Baseball programs & in collaboration with MYBA for all Softball programs at the following preferred locations:

1. **Baseball -**
 - a. **Varsity @ Municipal Field**
 - b. **JV1 @ Miracle League Park**
 - c. **JV 2 @ Red Arrow**
2. **Softball -**
 - a. **Varsity @ Youth Sports Complex Citizen Park**
 - b. **JV1 @ Youth Sports Complex Citizen Park**
 - c. **JV2 @ Youth Sports Complex Citizen Park**
- iii. **Provide field maintenance materials including diamond mix, sod, dirt, etc.**
- iv. **Permit MPSD to use the City diamond groomer and 3-wheel trailer for on-site grooming. MPSD 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 Department**
 1. **Lights at Municipal and Manitowoc Youth Sports Complex**
 2. **Scoreboards at Municipal, Miracle League Park and the Manitowoc Youth Sports Complex**
 3. **Fences at Municipal Field, Miracle League Park and the Manitowoc Youth Sports Complex**
 4. **Concession stand areas at Municipal Field and Manitowoc Youth Sports Complex**
 5. **Restrooms**
- viii. **Conduct an annual field and equipment condition assessment at the completion of each MPSD season as well as in fall prior to winterizing each field**

B. MPSD Responsibilities.

MPSD agrees to perform 500 hours of general grounds and facility maintenance during the term of this agreement in lieu of rental payments.

i. Routine Maintenance at all fields:

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

ii. Municipal Field

1. Rent portable toilets as needed to be used at Municipal Field for duration of spring season
2. Take inventory and inspect equipment in storage building for damage or wear
3. Install batting cages prior to season @ 2
4. 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
5. Check systems- public address system, lights, buildings
6. Conduct routine preparation (if needed) of equipment for maintaining field- drag, lining machine, lime/paint, rakes,

pumps, hoses, etc. Coordinate with City Parks and Recreation Division Manager.

7. Clean and empty concession stand after each use

iii. **Miracles Park**

1. Take inventory and inspect equipment in storage building for damage and wear
2. Install batting cages prior to season @1
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. Routine preparation (if needed) of equipment for maintaining field- drag, lining machine, lime/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Recreation Division Manager
5. Clean and empty concession stand after each use

iv. **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. Set up batting cages for both locations @3
4. 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
5. 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
6. Clean and empty concession stand after each use

v. **Red Arrow Park**

1. Take inventory and inspect equipment in storage building for damage and wear

2. Install batting cages prior to season @1
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. Routine preparation (if needed) of equipment for maintaining field- drag, lining machine, lime/paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Recreation Division Manager

2. **SCHEDULING AND FIELD PRIORITY.** All affected parties agree to follow the Scheduling and Priority Policy, attached and incorporated herein as Exhibit A and as amended from time to time, between the City, MYBA, and the Manitowoc Public School District.

3. **USE OF CONCESSION STANDS.** MPSD 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 MPSD and MYBA do not have a game scheduled. The City or lessees may sell MYBA product or their own product. MYBA product may remain in the stand.

4. **TERM.** This agreement shall be valid for the duration of the MPSD spring 2021 baseball and softball season, including post season.

5. **INDEMNIFICATION AND INSURANCE**

A. **Indemnification.** MPSD 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 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 reckless or willful misconduct of the City. MPSD shall indemnify for property damage where not otherwise addressed in this agreement.

B. **Insurance.** MPSD 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.** MPSD 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 MPSD 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 MPSD allowing MPSD a reasonable time to cure the maintenance issue. Should MPSD fail to timely cure, MPSD 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 MPSD, MPSD 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. MPSD shall have no access rights to or use of the any fields until all insurance policies are in place.
- D. City or MPSD may terminate this Agreement at any time by giving thirty days written notice to the other party.

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