

COOPERATIVE AGREEMENT FOR USE OF SWIMMING POOLS

This agreement made at Cedar Falls, Iowa the ____ day of _____, 2019 between the City of Cedar Falls, Black Hawk County, Iowa. (hereinafter referred to and called the City) and the Cedar Falls Community School District, in the County of Black Hawk, State of Iowa, (hereinafter referred to and called the School District) to-wit:

WHEREAS, Section 297.22(2)(a) of the 2019 Code of Iowa provides the board of directors of a school district may sell, lease, exchange, give, or grant and accept any interest in real property to, with or from a county, municipal corporation, school district, township, or area education agency if the real property is within the jurisdiction of both the grantor and the grantee.

NOW, THEREFORE, it is agreed by and between the parties hereto in consideration of the mutual promises hereinafter set forth as follows:

The School District agrees to furnish and let unto the City the school premises commonly known as the swimming pools, which are attached to Peet Junior High located at 525 East Seerley Boulevard and to Holmes Junior High located at 505 Holmes Drive, Cedar Falls. Iowa.

The term of this agreement shall be from July 1, 2018 to June 30, 2020.

COVENANTS OF THE CITY

1. The City does hereby covenant and agree with the School District that it will:
 - a. Not use or occupy said premises for any unlawful purpose;
 - b. Permit the School District to enter upon said premises at all reasonable times to examine the conditions of the same;
 - c. Leave the premises in as good a condition as received or in which they may be put by the School District, excepting reasonable wear and tear and damage arising from the negligence or fault of the School District, or its agents or employees, or from any of the causes set forth in paragraph 3-A;
 - d. Be responsible for general cleaning on the weekends when the City is using the pool(s);
 - e. Furnish the School District an Insurance certificate which will be acceptable to the School District's Insurance carrier;
 - f. Pay their shared cost of the annual operating costs during the fiscal year July 1 to June 30;
 - g. Payment shall be made in two installments at six-month intervals;
 - h. Pay the School District 45% of the annual operating costs of the pools. Payment will be based on determined actual costs that accrue between June 1 and May 31;
 - i. Schedule all non-school sponsored use of the pools. Exception: Use of the pools by the University of Northern Iowa and any other school will be scheduled through the School District. State Athletic Association meets will be considered School co-sponsored and scheduled by the School District;
 - j. Pay the School for custodial cleaning time needed beyond the normally scheduled work day. The City will be billed at the lead person's overtime rate. This expense is in addition to paragraph 1-G costs and will be billed according to actual overtime labor expense; and
 - k. Enforce all applicable Board of Education rules and policies.

COVENANTS OF THE SCHOOL DISTRICT

2. And the School District on its part covenants and agrees with the City that it will:
 - a. Indemnify and save the City harmless and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, and any tortuous or negligent act on the part of the School District, its agents, or employees. The School District will furnish the City a certificate of insurance covering these requirements;
 - b. Perform all maintenance and custodial work except as noted in paragraph 1-

- d;
- c. Permit the Recreation and Community Programs Department to use the swimming pools by signing agreements entitled "Permit to Use School Buildings and Grounds for Non-School Activities"; and
- d. Use the following schedule as guidelines in setting up agreements as listed in paragraph 2-c: The School District reserves the right to refuse to sign agreements which would conflict with school-sponsored activities and the exceptions listed in paragraph 1-h;
 - i. Holmes pool-Before 6:30a.m.and after 6:30p.m.during the school year;
 - ii. Peet pool-Before 6:30 a.m. and after 6:30 p.m. during the school year;
 - iii. Saturdays and Sundays except when needed by the School;
 - iv. During the summer except for Holmes pool which the School would need from Monday of the first full week in August until school starts. The School would need the pool from 6:00 a.m.to 8:30 a.m. and from 3:30 p.m.to 6:00p.m.;
 - v. During Christmas vacation except for three hours daily; and
 - vi. Times to be adjusted as required by mutual agreement between both parties.

MUTUAL COVENANTS

- 3. It is mutually agreed by and between the City and the School District that:
 - a. In the event the premises are substantially destroyed by fire or other casualty, this lease shall terminate. In such cases, the City would pay a prorated share of the expenses described in paragraph 1-f; and
 - b. The Superintendent and the Mayor or their representative shall jointly administer this agreement.

TERMINATION

- 1. This agreement may be terminated immediately by the non-breaching party in the event of breach of this agreement, provided that the breaching party is given a minimum of 30 days to cure the breach. This agreement may also be terminated upon ____ days advance notice by either party. In the event of termination other than for the School District's breach, the City shall pay a prorated share of the expenses described in paragraph 1-g

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

For the City:

Mayor

City Clerk

For the School District:

President

Secretary