

2010/11

**AGREEMENT BETWEEN CITY OF AMES AND
AMES COMMUNITY SCHOOL DISTRICT
(City Agreement)**

This Agreement made and entered into by and between the City of Ames, hereinafter called "City," and Ames Community School District, hereinafter called "School District."

The City and the School District, in consideration and mutual agreement of the parties, do hereby agree as follows:

1. Term of agreement. This agreement is for a period beginning July 1, 2010 and ending June 30, 2011.
2. Purpose of the agreement. This agreement describes the terms and conditions under which the School District may use City facilities, including but not limited to the Brookside Park Baseball Field, for programs and activities during the term of the agreement. The terms of this agreement apply to the use of the municipal pool and/or tennis court complex at the Ames High School, but only to the extent that the terms of this agreement are not inconsistent with the 28E agreements governing the use of the municipal pool and/or tennis court complex at the Ames High School.
3. The City agrees to:
 - a. Charge no cost recovery for City facility use, utilities, or administration to the School District programs during the term of this agreement.
 - b. Charge no cost recovery for City custodial safety and security services to the School District programs during the term of this agreement.
4. The School District agrees to:
 - a. Provide a site supervisor for facility and program security for all School District programs whenever City facilities are being used by the School District.
 - b. Identify a School District site supervisor by name. The site supervisor will be on the premises of the facilities for the entire time School District programs have requested use of the facility and will remain on the premises until exterior doors and windows are locked and secure.
 - c. Report all cancellation of School District programs to the City (Keith Abraham at (515) 290-0502) at least 48 hours prior to the activity. Notification to the City of cancellation of games at Brookside Baseball Field due to rain or lightning will be made at the time of cancellation.

2010/11

**AGREEMENT BETWEEN AMES COMMUNITY SCHOOL DISTRICT
AND CITY OF AMES
(School District Agreement)**

This Agreement, made and entered into by and between the Ames Community School District, hereinafter called "School District," and the City of Ames, hereinafter called "City."

The School District and the City, in consideration and mutual agreement of the parties, do hereby agree as follows:

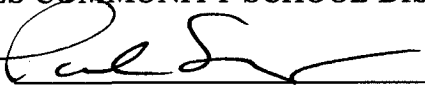
1. Term of agreement. This agreement is for a period beginning July 1, 2010 and ending June 30, 2011.
2. Purpose of the agreement. This agreement describes the terms and conditions under which the City Parks and Recreation Department may use School District facilities for Parks and Recreation programs during the term of the agreement.
3. The School District agrees to:
 - a. Charge \$1.25 per participant to cover actual costs for School District facility use and utilities to the City for Parks and Recreation programs during the term of this agreement.
 - b. Charge no cost recovery for School District custodial safety and security services to the City for Parks and Recreation programs during the term of this agreement.
4. The City agrees to:
 - a. Hold all requested Saturday and Sunday Parks and Recreation programs at the Ames Middle School facility with the exception of the scheduled use of the Ames High School Football Field on October 24, 2010.
 - b. Provide a site supervisor for facility and program security for all Parks and Recreation programs on weekdays, Saturday, and Sunday programs.
 - c. Identify a City site supervisor, by name. The site supervisor will be on the premises of the Ames Middle School for the entire time Parks and Recreation programs have requested use of the facility and will remain on the premises until exterior doors are locked and secure. Any malfunction of locks will be immediately communicated to School District Facilities Planning and Management (Gerry Peters at (515) 450-2514).
 - d. Reimburse the School District in the event the City site supervisor fails to be on site or fulfill responsibilities for facilities and program security. If

School District custodial services are called in to provide service, the City will reimburse the School District for those services at the rates provided in School District Policy KC (\$40 per hour on Saturday and \$50 per hour on Sundays with a two hour minimum).

- e. Report all cancellation of Parks and Recreation programs to School District Facilities Planning and Management (Gerry Peters at (515) 450-2514).
- f. Not use locker rooms or showers when using gymnasium and wrestling room facilities.
- g. Be financially responsible for any parts of the facilities or contents made available to them that may be damaged or stolen during the hours the building is in use by Parks and Recreation.
- h. Provide a Certificate of Insurance listing the Ames Community School District as an additional insured indicating liability insurance coverage with a minimum amount of \$1,000,000 combined single limit on bodily injury and property damage liability.
- i. Recognize the School District's right to cancel or postpone any activity due to conflict, disregard of policies, or other uncontrollable circumstances, presented by anyone associated with the City Parks and Recreation activity.
- j. Recognize the School District's right to provide an emergency notice of cancellation with reasons for cancellation 48 hours in advance of Parks and Recreation scheduled facility use.
- k. Enforce no food or drink (except water) in School District gymnasiums.
- l. Cancel Parks and Recreation programs in a School District facility when the School District announces the closure of a facility with all activities cancelled.
- m. Enforce no use of alcohol or tobacco products on School District property.

While on School District property or while providing services under this agreement City Parks and Recreation will abide by School District rules and policies regarding appropriate conduct, including to but not limited to policies and rules related to bullying and harassment.

AMES COMMUNITY SCHOOL DISTRICT

By: 

Title: Board President

Date: 6-21-10

By: 

Title: Board Secretary

Date: 6-21-10

CITY OF AMES, IOWA

By: _____

Title: Mayor

Date: _____

By: _____

Title: Ames City Clerk

Date: _____

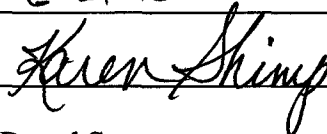
- d. Be financially responsible for any parts for the facilities or contents made available to them that may be damaged or stolen during the hours the City facilities are in use by the School District.
- e. Provide a Certificate of Insurance listing the City of Ames as an additional insured indicating liability insurance coverage with a minimum amount of \$1,000,000 combined single limit on bodily injury and property damage liability.
- f. If approval has been given to the School District to use City facilities and the City later determines that the facilities will not be available, notice of cancellation will be given to the School District 48 hours in advance with reasons for cancellation.
- g. While on City property or while providing services under this agreement, the School District will abide by the City's rules and policies regarding appropriate conduct.

AMES COMMUNITY SCHOOL DISTRICT

By: 

Title: Board President

Date: 6-21-10

By: 

Title: Board Secretary

Date: 6-21-10

CITY OF AMES, IOWA

By: _____

Title: Mayor

Date: _____

By: _____

Title: Ames City Clerk

Date: _____