

AGREEMENT BETWEEN THE CITY OF RAPID CITY AND RAPID CITY AREA SCHOOL DISTRICT NO. 51-4 FOR JOINT USE OF THE RAPID CITY COMMUNITY CENTERS.

Agreement entered into ____ day of _____, 200____, between the City of Rapid City, South Dakota, (the City), and the Rapid City Area School District No. 51-4 (School District).

Pursuant to SDCL 1-24, joint exercise of governmental powers, this Agreement shall be of no force and effect until the same shall have been approved by the appropriate action of the Rapid City Council and the School Board of the Rapid City Area School District No. 51-4.

WHEREAS, the City and the School District have participated in the following construction and operating Agreements relating to the joint use of the Rapid City Community Centers at South Middle School and West Middle School as shown on Attachment A and B, including portions of School District facilities as shown:

Now, therefore, for and in consideration of the Covenants and Agreements contained herein, and the mutual benefits flowing to each party as outlined in this Agreement, the parties agree as follows:

**Section One
Regulations for Use**

The City and the School District reserve the right to authorize appropriate use of the Community Centers during each entities scheduled usage time period. No activity or user of School district or City facilities shall discriminate against any person wishing to participate in any activity sponsored by the school District or the City.

The facility may be leased from the School District or the City during each entities scheduled usage time period. Proceeds from the lease will be distributed to the School District and/or City to cover supervision costs and to compensate the School District for additional utilities and custodial expenses incurred during that lease period. Damage deposits may be required.

Authorized personnel of the School District and the City shall enforce all necessary and proper rules and regulations for the management of any area during the use of that area by the School District or the City or their designees.

**Section Two
Construction and Maintenance**

Unless otherwise stated in the appendices, the provisions of this section shall establish construction and maintenance responsibilities to the Community Centers.

The City will provide for all initial construction costs, including design and construction administration. The School District will participate in design and construction administration responsibilities.

The School District will provide all utility, custodial and maintenance service to the Community Centers in a manner consistent with its use. All costs for these services along with salaries will be paid by the School District.

The City and the School District will establish sufficient times for custodial and maintenance services that are mutually beneficial and that promote maximum use of the facilities without compromising custodial and maintenance performance.

Repair due to damage caused to the Community Centers from inappropriate use shall be paid by the agency sponsoring the activity that caused the damage. Otherwise, capital improvements and major repairs deemed necessary by the City and School District will be paid equally by the City and School District.

**Section Three
Insurance**

The School District will maintain property damage insurance for all structures involved in this Agreement. Each party shall carry its own insurance for personal property or building contents. If applicable, any loss involving payment of deductible shall be responsibility of each.

The City and School District shall maintain general liability insurance covering their activities within the facilities and name each other as additional insurers.

**Section Four
Official Contacts**

The official contact for the City shall be the Public Works Director or designee. The official contact for the School District shall be the Administrator of Buildings and Grounds or designee.

**Section Five
Specific Conditions**

It shall be the responsibility of the School District and City to inform groups using the Community Centers, not to park in adjoining neighbors parking lots, or park illegally. Permission from neighboring parking lots may be obtained.

**Section Six
Schedule of Community Centers**

The School District schedules the Centers from 6:00 am until 6:00 pm on all school days. The City will schedule the Centers between 6:00 p.m. until 6:00 a.m. on weekdays, all day on weekends and holidays. In general, the Centers will not be scheduled between 11:00 pm and 6:00 am. The School District and City may schedule outside their allotted times if the affected entity agrees to the request.

**Section Seven
Term of Agreement**

This agreement shall be for a period of ninety (90) years from the date hereof. In the event that either the City or School District default on any provisions of the agreement, the other party may assume full maintenance, operations and scheduling authority and the other provisions of this agreement shall remain in full force.

CITY OF RAPID CITY

RAPID CITY AREA SCHOOL
DISTRICT NO 51-4

BY _____
MAYOR, CITY OF RAPID CITY

BY _____
PRESIDENT, SCHOOL BOARD

ATTEST _____
CITY FINANCE OFFICER

ATTEST _____
BUSINESS MANAGER