

JOINT POWERS AGREEMENT BETWEEN THE CITY OF RAPID CITY  
AND RAPID CITY AREA SCHOOL DISTRICT NO. 51-4  
FOR JOINT USE OF THE ATHLETIC FACILITY AT  
CENTRAL HIGH SCHOOL

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Rapid City, South Dakota, (the City), and Rapid City Area School District 51-4 (School District).

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

WHEREAS, the School District currently leases property from the City and operates Central High School on the property; and

WHEREAS, the School District desires to expand Central High School to meet the needs of the students in the school system; and

WHEREAS, the School District desires to use additional property adjacent to Central High School for the expansion of its athletic facilities; and

WHEREAS, the City of Rapid City has a need for additional space for its recreation program that could be met though the shared use of the athletic facilities the School District requires; and

WHEREAS, the parties intend to operate the new athletic facilities pursuant to their mutual authority in a manner similar to other community facilities that are jointly operated; and

WHEREAS, the City and School District agree to the joint use of the remainder of Tract 19 lying north of Rapid Creek for the purpose of operating recreation fields, outdoor education facilities and supporting parking areas.

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 Physical Education and Recreation Facility at Central High School during each entity's scheduled usage time period. No activity or user of School District or City's 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 entity's 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 Physical Education and Recreation Facility at Central High School.

The City will lease property to the school district as necessary for construction of the facility for a period of ninety (90) years for the lump sum of one dollar. Property legal description is in accordance with Attachment B.

The School District will provide all utility, custodial and maintenance service to the Physical Education and Recreation Facility at Central High School 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 Physical Education and Recreation Facility at Central High School 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 by the 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 the responsibility of the owner of the policy providing coverage.

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

Section Four  
Official Contacts

The official contact for the City shall be the Director of Parks and Recreation or his designee. The official contact for the School District shall be the Director of Support Services, or designee.

Section Five  
Schedule of Physical Education and Recreation Facility at Central High School

The School District and City will schedule the facility in a manner that will not conflict with instructional programs. The facility will be made available for community programs on days and at times found to be mutually satisfactory to the City and the School District. In general, the Physical Education and Recreation Facility at Central High School will not be scheduled between 11:00 pm and 6:00 am. The City and School District 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, operation and scheduling authority and the other provisions of this Agreement shall remain in full force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

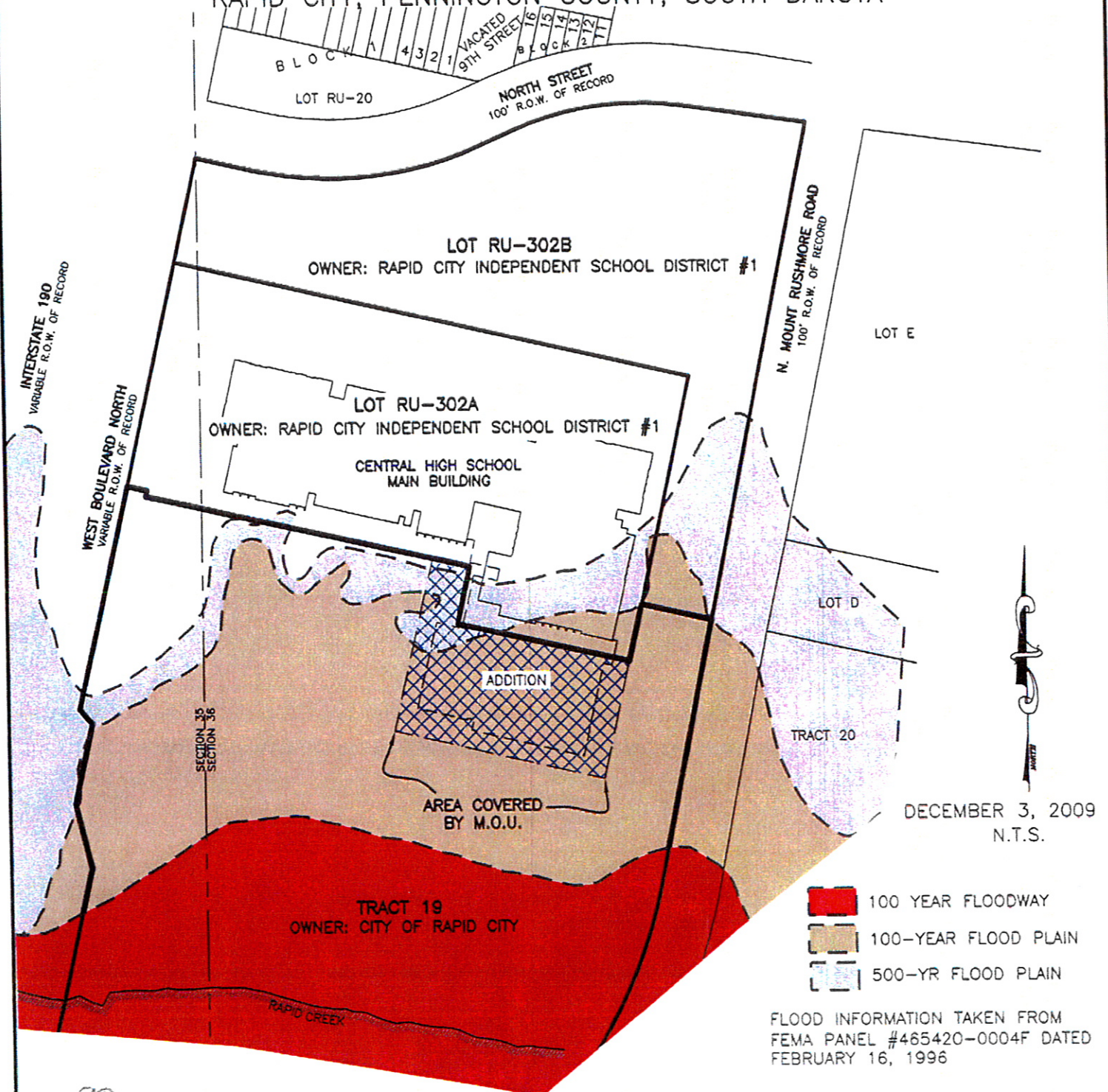
RAPID CITY SCHOOL DISTRICT 51-4

\_\_\_\_\_  
President, School Board

ATTEST:

\_\_\_\_\_  
Business Manager

ATTACHMENT A  
**AREA EXHIBIT – M.O.U.**  
**A PORTION OF TRACT 19 OF**  
**RAPID CITY GREENWAY TRACT**  
 LOCATED IN SECTION 36, T2N, R7E, BHM  
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



CITY HALL 1903

**RENNER & ASSOCIATES, LLC.**

616 SIXTH ST. \* RAPID CITY, SD 57701  
 PHONE: 605/721-7310 FAX: 605/721-7313  
 SPEARFISH OFFICE: 605/717-0016