CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT

PROGRAM PARTNERSHIP AGREEMENT WITH
MONROE COUNTY COMMUNITY SCHOOL CORPORATION
FOR CHALLENGE COURSE

This Agreement, made and entered into this ____ day of ______________, 2008 by and between the City of Bloomington Parks and Recreation Department by its Board of Parks Commissioners (hereinafter, “Parks”) and the Monroe County Community School Corporation (hereinafter, “MCCSC”),

WITNESSETH:

WHEREAS, Parks is committed to offering and promoting recreational services to Bloomington residents; and

WHEREAS, MCCSC is committed to offering educational and growth activities to Monroe County youth; and

WHEREAS, Parks has obtained grant funding for the construction and operation of a Challenge Course, and with the consent of MCCSC has constructed the Challenge Course at Bloomington High School North (hereinafter, “BHSN”); and

WHEREAS, MCCSC wishes to cooperate in allowing Parks to operate the Challenge Course;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement shall commence immediately and shall remain in effect until April 31, 2009.

2. **Challenge Course Programming**
   a. **General:** Parks shall provide all administration of the Challenge Course.
   
b. **Scheduling:** Parks shall schedule all usage of the Challenge Course. Parks shall communicate regularly with BHSN administrative staff and faculty regarding Course usage. BHSN shall communicate regularly with Parks staff regarding its cross country schedule, and any other scheduled use of the Nature Center area where the Challenge Course is located.
   
c. **Training:** Parks shall train all Challenge Course facilitators at no cost to MCCSC participants.
   
d. **Fees:** Parks shall set and collect fees for use of the Challenge Course, according to the fee schedule attached hereto as Exhibit A. Parks reserves the right to adjust this fee schedule as necessary. Parks will waive fees for all MCCSC use of the Course during the term of this Agreement, subject to the provisions of Paragraph 5(b), below.
e. **Marketing**: Parks will market the Challenge Course programs as appropriate. MCCSC will assist with marketing the program for school uses.

f. **Emergency Contact**: The parties will each designate an after-hours contact person for emergencies.
   - **MCCSC**
     - First point of contact: Marcus Debro, Home: 333-8837 Work: 330-7724
     - Second point of contact: Deb Rayl, Cell: 322-9673
   - **Parks**
     - First point of contact: Susie Tempest, Cell: 322-4942
     - Second point of contact: Becky Barrick, Cell: 327-9627

3. **Access**
   a. **Right of Entry**: MCCSC grants Parks, its officers, employees and agents, and all scheduled participants and facilitators a right of entry onto MCCSC property for the purpose of accessing the Challenge Course and other areas specifically anticipated by this Agreement.
   
   b. **Gate Locks**: MCCSC will provide Parks with at least two keys to its gate locks at the Challenge Course.
   
   c. **Parking**: MCCSC will provide access to designated parking areas for use during Challenge Course programming. When school is in session, MCCSC prefers Challenge Course participants to park in Lot A.
   
   d. **Restrooms**: MCCSC will provide Parks with a key for access to the concession stand (designated restroom facilities) for use during Challenge Course programming.

4. **Maintenance**
   a. **Challenge Course**: Parks will provide maintenance of the Challenge Course elements, including monthly and annual safety inspections. Parks shall also maintain the immediate area around the Challenge Course, including all mulching.
   
   b. **Surrounding Area**: MCCSC shall perform all general maintenance of the area surrounding the Challenge Course, including maintaining the trails through the cross country area with mulching and brush/tree removal, mowing the field space, and maintaining the perimeter fence.
   
   c. **Storage**: MCCSC shall designate an area in which Parks can store mulch for Challenge Course maintenance. Parks shall provide MCCSC with the combination to the Parks storage shed, located near the upper gate of the Nature Center.
   
   d. **Insect Control**: As necessary, the parties will work together to address the control of mosquitoes and other insects that may interfere with use of the Challenge Course.
   
   e. **Nature Center Advisory Group (NAG)**: Representatives of MCCSC and Parks will meet on a yearly basis to evaluate the Nature Center space usage and make suggestions or recommendations concerning the environment.
5. **Use of Challenge Course**
   a. **Safety:** All participants using the Challenge Course must follow safety protocols set forth by Parks and Experiential Resources, Inc. The possession of, concealment and/or use of firearms is strictly prohibited in all City of Bloomington parks, facilities, and programs. Persons possessing concealed weapons permits shall store the weapon unloaded, out of sight, and have it placed within a locked vehicle.

   b. **Facilitators:** All use of the Challenge Course must be under the supervision of a Parks trained facilitator. MCCSC will be responsible to pay for facilitators provided by Parks, or to provide its own Parks trained facilitators, whom Parks will train as described above, free of charge.

   When facilitating MCCSC own programs, MCCSC will follow school safety protocol, utilizing their own communication and first aid systems in the case of an emergency.

   When facilitating for Parks scheduled programs, facilitators will be trained by Parks, and must be CPR and First Aid certified. Facilitators must carry a first aid kit, a cell phone, participant roster information and participant waivers while supervising the Challenge Course activities.

   c. **Waivers:** All participants must sign a Challenge Course waiver before entering the Course or participating in any Challenge activities.

   d. **Exclusive Use:** No person(s) may use the Challenge Course for any purpose other than the designated Challenge activities.

   e. **Insurance:** MCCSC shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars ($1,000,000) for bodily injury per person in any one occurrence and two million dollars ($2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the MCCSC as insured parties, and MCCSC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCCSC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. **Mutual Release and Indemnification**
   a. Parks agrees to release, hold harmless and indemnify MCCSC, its employees, officers and agents from any and all claims or suits that may arise as a result of any act or omission of Parks.

   b. MCCSC agrees to release, hold harmless and indemnify the City of Bloomington, Parks, and their employees, officers and agents from any and all claims or suits that may arise as a result of any act or omission of MCCSC.

   c. This paragraph shall not be construed as a waiver by either party of statutory immunities and/or other legal protections granted to either party by virtue of state or federal law.
7. **Notice and Agreement Representatives:** Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

Monroe County School Corporation
Jeff Henderson, Principal BHSN
3901 N. Kinser Pike
Bloomington, IN 47404
(812) 330-7724

Bloomington Parks and Recreation
Mick Renneisen, Administrator
P.O. Box 848
Bloomington, IN 47402
(812) 349-3700

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Monroe County School Corporation
Marcus Debro, Assistant Principal BHSN
3901 N. Kinser Pike
Bloomington, IN 47404
(812) 330-7724

Bloomington Parks and Recreation
Susie Tempest, Program/ Facility Coordinator
P.O. Box 848
Bloomington, IN 47402
(812) 349-3718

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and date first written above.

CITY OF BLOOMINGTON

MONROE COUNTY COMMUNITY
SCHOOL CORPORATION

By:
Mick Renneisen, Administrator
Teresa Grossi, President
Board of School Trustees

John Carter, President
Board of Park Commissioners

Mark Kruzan, Mayor