

MIRACLE FIELD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the City of Shakopee, a municipal corporation of the State of Minnesota, (the “City”) with offices at 485 Gorman St. Shakopee, Minnesota, 55379 and the Lions Club of Shakopee, Incorporated, a Minnesota non-profit corporation, with a mailing address of P.O. Box 254 Shakopee, MN 55379, (the “Lions Club”), referred to collectively as the “Parties”.

WHEREAS, the Lions Club is a tax exempt organization under IRC 501(c)(4) under Lions Club International group tax exemption 0239; and

WHEREAS, the Lions Club is spearheading the development of a Miracle Field, a baseball field constructed to accommodate athletes with disabilities (the “Field”); and

WHEREAS, the Lions Club will manage the construction of the Field based on specifications provided by The Miracle League, an organization that promotes opportunities and support for the construction of special baseball facilities like the Field; and

WHEREAS, the Field will be constructed at Tahpah Park, a park located in and owned by the City; and

WHEREAS, the City consents to the development of the Field by the Lions Club; and

WHEREAS, the City wishes to support the Lions Club’s development of the Field by contributing up to \$100,000 in Park Development Funds to construction costs for the Field; and

WHEREAS, Ownership of all improvements made to construct the Field will transfer to the City after construction is complete; and

WHEREAS, upon completion of the Field, the Shakopee Youth Baseball Association, which has entered into a contract with The Miracle League for membership, shall operate a Miracle League at the Field

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. City Responsibilities.

- a. The City agrees to provide the Lions Club with funding not to exceed \$100,000.00 (one hundred thousand dollars) for construction of the Field.
- b. The City will take ownership of the Field after construction of the facility is complete.

- c. The City will not remove or edit any sponsorship signage installed by the Lions Club in the initial construction of the Field except for good cause as it relates to any individual sponsor.

2. Lions Club Responsibilities.

- a. In addition to the \$100,000.00 to be contributed by the City, it is estimated that additional funding needed for the construction of the Field will be in the amount of approximately \$600,000.00 (six hundred thousand dollars). The Lions Club agrees to provide, through a combination of cash and in-kind donations of labor and materials, all of the additional funding needed to complete construction of the Field.
 - b. The Miracle League has consented to construction of the Field conditional upon the Field being built to the specifications required by The Miracle League.
 - c. The Lions Club will oversee construction of the Field and ensure that it is constructed according to the specifications provided by The Miracle League.
 - d. The Shakopee Lions Foundation, a Minnesota non-profit corporation that has qualified as a 501(c)(3) charitable organization, will collect donations from outside entities who agree to sponsor, through donations of cash, materials or labor, the construction of the Field in exchange for sponsorship recognition signage at the Field. The Shakopee Lions Foundation will confirm all donations valued in the amount of \$2,500.00 or more with a formal letter confirming sponsorship signage to be provided in exchange for such donations and the Lions Club shall be responsible for creation and installation of such signage as part of the construction costs for the Field.
3. **Term and Termination.** This Agreement is effective as of the date indicated above. The Agreement shall terminate upon completion of construction of the Field and transfer of ownership of the Field to the City. If the Lions Club fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Lions Club default is corrected within a reasonable time period, as determined by the City, the City may, upon written notice, immediately terminate this Agreement. If the Agreement is terminated by the City, ownership of the Field and any improvements thereto will immediately transfer to the City.
4. **Indemnification.** The Lions Club agrees it shall defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Lions Club negligent performance of, or breach of, its obligations pursuant to this Agreement.
5. **Insurance.** The Lions Club agrees that it will verify that any entity involved in the construction of the Field is properly and appropriately insured. If requested by the City, the Lions Club will provide a current certificate of insurance for any entity involved in construction of the Field.

6. **Audit.** The Lions Club agrees that, pursuant to the requirements of Minn. Stat. Sec. 16C.05, Subd. 5, that the books, records, documents, and accounting procedures and practices of the Lions Club that are relevant to this Agreement are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. and either the legislative auditor or the a. The Lions Club agrees to maintain this information for a period of six (6) years from the date of termination of this Agreement.
7. **Data Practices.** This Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by the City is subject to the requirements of the Data Practices Act. It is not contemplated that the Lions Club will be performing any of the functions of the City during performance of this Agreement; provided, however, the Lions Club agrees that if it is determined by a court of law that the Lions Club is performing any of the functions of the City in relation to this Agreement, then the Lions Club shall thereafter comply with the requirements of the Data Practices Act as if it were a government entity.
8. **Entire Agreement.** It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.
9. **Assignment.** Neither Party shall assign this Agreement without the written consent of the other Party.
10. **Amendment Or Modification.** Both Parties acknowledge that modifications to this Agreement may be necessary to ensure an effective, on-going working relationship. To that end, both Parties shall use their best efforts to ensure the viability of this Agreement into the future. However, any alterations, variations, modification, or waivers of provisions to this Agreement will only be valid when they have been reduced to writing and duly signed by the Parties.
11. **Waiver.** Any waiver by either Party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
12. **Validity.** If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.
- 11.6 **Notice.** Notice or demand or other communication between the parties shall be sufficiently given if sent by United States mail, postage prepaid, return receipt requested or delivered personally:

As to the City:

City of Shakopee
Director of Planning and Development

City of Shakopee
485 Gorman Street
Shakopee, MN 55379

As to the Lions Club: Lions Club of Shakopee, Incorporated
P.O. Box 254
Shakopee, MN 55379

11.7 **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

CITY OF SHAKOPEE

By: _____

Name: Matt Lehman

Title: Mayor

By: _____

Name: William H. Reynolds

Title: City Administrator

**LIONS CLUB OF SHAKOPEE,
INCORPORATED**

By: _____

Name: _____

Title: President, Lions Club of Shakopee