

AGREEMENT

RYDER PARK PLAYGROUND

This Agreement is made and entered into by and among the CENTRAL COMMUNITY COLLEGE FOUNDATION, INC., a Nebraska nonprofit corporation (hereinafter referred to as “CCCF”), the CITY OF GRAND ISLAND, NEBRASKA, a Nebraska political subdivision (hereinafter referred to as “City”), and the GREATER GRAND ISLAND COMMUNITY FOUNDATION, INC., a Nebraska nonprofit corporation (hereinafter referred to as “GGICF”).

WHEREAS, CCCF proposes to raise funds to construct an inclusive community playground (hereinafter referred to as “Playground”) at Ryder Park in Grand Island, Nebraska, and raise funds to establish an endowment in the amount of \$250,000.00 to be administered by GGICF for the purpose of providing funds each year for the City’s use in the ongoing maintenance and repair of the Playground (hereinafter referred to as the “Ryder Park Playground Endowment Fund”);

WHEREAS, on July 27, 2021, the City adopted Resolution 2021-186, a copy of which is attached hereto as Exhibit “A”, whereby the City has agreed to construct the Playground (hereinafter referred to as the “Playground Project”);

WHEREAS, plans and specifications for the Playground have been prepared by or on behalf of CCCF, and have been approved by the City;

WHEREAS, CCCF has solicited proposals and identified a contractor, for construction of the Playground;

WHEREAS, the City has approved of the proposal process and of the contractor, and expects to sign an agreement with the contractor for construction of the Playground and to provide construction management;

WHEREAS, the City agrees to make an area available in Ryder Park for the construction of the Playground;

WHEREAS, GGICF has agreed to administer the Ryder Park Playground Endowment Fund; and

WHEREAS, the parties wish to enter into this Agreement for the purpose of defining their respective right, duties, and obligations.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. Playground Project Funding. CCCF agrees to raise the necessary funds for construction of the Playground, estimated to cost approximately \$1,100,000.00.

2. Ryder Park Playground Endowment Fund. CCCF further agrees to raise the funds in order to establish the Ryder Park Playground Endowment Fund with the sum of \$250,000.00.

3. Fundraising; Accounting. The parties understand and agree that CCCF shall assume primary responsibility for fundraising for the Playground Project and the Ryder Park Playground Endowment Fund, but that donors may deliver some of the donations directly to the City and/or GGICF for the Playground Project and/or the Ryder Park Playground Endowment Fund. The three parties shall exchange information on any such donations so that CCCF can keep an accurate record of the donations so that, ultimately, the full amount of donations/funds so collected for the Playground Project shall be paid to the City as provided hereinbelow, and the full amount of the donations/funds so collected for the Ryder Park Playground Endowment Fund shall be paid to GGICF for management as set forth hereinbelow. CCCF shall provide a written accounting of all funds raised to both the City and GGICF.

4. Agreement Between the City and the Contractor. Timing for execution of the agreement between the City and contractor for the Playground Project shall be determined by agreement of the City and CCCF.

5. Payment of Cost of the Playground Project. The City shall pay the entire cost of the construction of the Playground Project; provided that CCCF shall reimburse the City for the entire cost of the Playground Project, by delivering the full amount of the funds necessary for construction of the Playground Project to the City at such time as the City and CCCF shall agree. It is the goal of CCCF to have all or substantially all of the Playground Project costs raised in the form of cash and pledges (not to exceed three years) prior to execution of said contract. CCCF has secured financing from a local lender to bridge the gap between cash funds on hand and pledges, so that the contract for the construction of the Playground Project can be executed prior to fulfillment of the pledges.

6. Location of Playground; Operation and Maintenance. The Playground shall be located in an area of Ryder Park determined by the City, and shall be owned by the City. CCCF shall have no ownership interest in the Playground. The City shall be solely responsible for the operation, replacement, and maintenance of the Playground, including all costs associated therewith; provided that the City shall be entitled to receive all income from the Ryder Park Playground Endowment Fund.

7. Ryder Park Playground Endowment Fund. After all construction costs have been paid (to the City and to CCCF's lender) CCCF shall deliver to GGICF funds for the Ryder Park Playground Endowment as collected. GGICF agrees to receive the funds for the Ryder Park Playground Endowment Fund, to invest same in accordance with its usual standards and practices, and to pay the income from said Fund to the City at such time or times as the City shall determine.

8. Indemnification. The City shall have sole responsibility for construction management, maintenance, and operation, and hereby agrees to hold CCCF and GGICF, and their agents, employees, board members, and committee members harmless from, and to indemnify them against, any and all costs, claims, judgments or other liabilities, now existing or

arising in the future, arising out of, or associated in any way with, the construction, operation, and maintenance of the Playground Project.

9. Nondiscrimination. In the course of carrying out the terms of this Agreement, no party to this Agreement shall discriminate against any person or party for reasons in any way related to race, national origin, sex, age, political or religious affiliations, or on any other basis which would be in violation of federal or state laws or local ordinances.

10. No Separate Entity. This Agreement creates no separate legal or administrative entity. The City shall administer this Agreement and maintain a budget on its own records for the project described herein.

11. Governing Law. This Agreement, and all terms set forth herein, shall be governed by the laws of the State of Nebraska.

12. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns

Dated: January ____, 2022

CENTRAL COMMUNITY COLLEGE
FOUNDATION, INC.,
A Nebraska nonprofit corporation

By: 
Executive Director

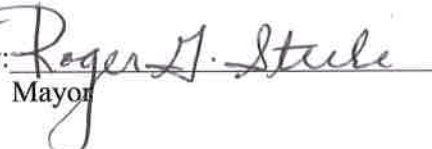
GREATER GRAND ISLAND
COMMUNITY FOUNDATION,
A Nebraska nonprofit corporation

By: 
Executive Director

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

By: 
City Clerk

By: 
Mayor


Interim City Attorney