**Interagency (28E) Agreement**

**Between the City of Colfax, IA**

**and**

**The Colfax Park and Recreation**

**Auxiliary Board, Inc.**

**Section 1. Term of Agreement**

**This 28E agreement shall begin May 1, 2015 and be of indefinite length but reviewed every five (5) years by a joint meeting of both parties.**

**Section 2. Organization**

**The *Colfax Park and Recreation Auxiliary Board Inc.,* having negotiated the donation of land that comprises the Martin Marietta Quarry located at 1208 Hwy 117 South and an additional area adjacent to that property from the Schlosser Trust, is offering these areas to the City of Colfax, at no cost, for the sole purpose of these areas being developed into a park and recreation area. In return, the City of Colfax shall annex the donated area, supply police protection, insure, and participate in the planning and development of this area. This 28E agreement establishes that the *Colfax Park and Recreation Auxiliary Board, Inc*. shall act as the entity charged with developing, operating, funding and marketing the (yet to be named) park and recreational area. The *Colfax Park and Recreation Auxiliary Board, Inc*. shall do business within the rules stipulated in their By-Laws as registered with the Secretary of the State of Iowa; operate the (yet to be named) park and recreation area in a sustainable manner; submit minutes of all board meetings; establish an initial annual budget by May 1, 2015 and establish annual budgets in subsequent years; submit all financial records; submit an annual audit completed by an outside accounting firm; and make reports at the monthly meeting of the Colfax City Council. In addition, The *Colfax Park and Recreation Auxiliary Board, Inc.* shall offer Ex-Officio memberships including the Colfax City Mayor and two Colfax City Council members; other local, county or state government representatives; other local, county and state non-profit representatives as deemed appropriate for supporting park development and operations. Ex-officio members shall be allowed to attend all board meetings and include input but have no voting powers.** **The City of Colfax City Council shall have input prior to all final approval of all additions or changes made physically within the area of the (yet to be named) park and recreation area prior to their completion by The *Colfax Park and Recreation Auxiliary Board, Inc.***

**Section 3. Purpose**

**The purpose of this 28E agreement is to allow the Colfax Park and Recreation Auxiliary Board, Inc. to support the creation, development and operation of the (yet to be named) Colfax City park and recreation area located at 1208 Hwy 117 S. bordered by Highway 117, Interstate 80, DNR Public Hunting Area, South Skunk River, Colfax Historical Society, Colfax-Mingo Education Foundation and Kum & Go.**

**The *Colfax Park and Recreation Auxiliary Board Inc.* shall accept, hold, invest, re-invest  and administer any gifts, legacies, bequests, devices, funds and property of any sort or nature, and to use, expend or  donate the income principal thereof for, and to devote the same to, the foregoing purposes of the *Colfax Park and Recreation Auxiliary Board Inc.;* and to do any and all lawful acts and things that may be necessary, useful, suitable or proper for the furtherance or accomplishment of establishing, operating, maintaining and promotion of the (yet to be named) Colfax City park and recreation area.**

**Section 4. Funding**

**Funding for the (yet to be named) Colfax City Park shall be solely the responsibility of the *Colfax Park and Recreation Auxiliary Board, Inc.* *The Colfax Park and Recreational Auxiliary Board, Inc.* will provide liability insurance coverage in the amount of 2 million aggregate per year, 1 Million per occurrence, listing the City of Colfax as an additional insured. They will also provide special events coverage with the City of Colfax as additional Insured for any fund raisers that may be held.  These policies must be reviewed and accepted by the City's insurance agent who will retain current copies in their office.  The City of Colfax may from time to time supply financial or physical support as the city budget permits. In the case of a shared insurance policy, the Colfax Park and Recreation Auxiliary Board, Inc. will pay the additional cost of the City of Colfax's insurance policy for the (yet to be named) park and recreational area.**

**Section 5. Termination of Agreement**

**Any party may terminate this agreement without cause upon written notice by December 1 of any year this Agreement is in effect. Termination received by December 1 of any year of this Agreement will be effective for the succeeding June 30th. Written notice of termination must be rendered to the Mayor of the City of Colfax by the Colfax Park and Recreation Auxiliary Board Inc. or rendered to the President of the *Colfax Park and Recreation Auxiliary Board Inc.* by the Mayor of the City of Colfax. In the case of termination, all real estate and physical property located in the (yet to be named) park and recreation area shall become the sole property of the City of Colfax and all funds remaining in accounts held by the *Colfax Park and Recreation Auxiliary Board Inc.* shall be retained by that organization for use at their discretion including donating any portion thereof to the City of Colfax designated to be used for the operation of Colfax City parks. It is also understood that this property shall remain as a Colfax Park and Recreational Area into perpetuity unless agreed upon by both parties at the time of termination or if after three public town hall meetings and voted upon at a November city election by a majority of the registered voters of the City of Colfax at a later date.**