

March 20, 2006  
Date

WHEREAS, the Des Moines Park and Recreation Department is charged with maintaining and programming the James W. Cownie Soccer Park ("Soccer Park"); and

WHEREAS, the Greater Des Moines Baseball Co. ("GDMBC") grounds crew is recognized as having a very high level of expertise in horticultural field maintenance and has expressed a desire to provide custodial care and horticultural maintenance at the Soccer Park; and

WHEREAS, an agreement allowing for a \$25,000 administrative fee and a guaranteed annual amount not to exceed of \$250,000 for an initial term of 3 years with two 3 year renewal terms upon mutual agreement of the parties has been negotiated with the Greater Des Moines Baseball Co., a copy of which is on file in the City Clerk's Office; and

WHEREAS, it is in the best interests of the City to enter into the Maintenance Agreement at the Soccer Park; and

WHEREAS, the City Manager recommends that the above described services procurement be exempted from the request for proposals process for good cause shown, pursuant to Section 2-710(b) of the Municipal Code of the City of Des Moines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa:

1. That good cause has been shown to exempt the procurement of custodial care and horticultural maintenance services at the James W. Cownie Soccer Park from the request for proposals process under the Procurement Ordinance.
2. That the Maintenance Agreement, which is on file in the City Clerks Office, is hereby approved and the Mayor is hereby authorized and directed to sign such agreement on behalf of the City and the City Clerk is hereby directed to attest to said signature.

Moved by \_\_\_\_\_ to adopt.

(Council Communication No. 06-147)

APPROVED AS TO FORM:

Ann DiDonato  
Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BROOKS				
COLEMAN				
HENSLEY				
MAHAFFEY				
KIERNAN				
VLAŠSIS				
TOTAL				

**CERTIFICATE**

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MAINTENANCE AGREEMENT**  
**James W. Cownie Soccer Park**  
**By and Between**  
**City of Des Moines**  
**and**  
**Greater Des Moines Baseball Co.**

Date \_\_\_\_\_

Agenda Item 63

Roll Call # \_\_\_\_\_

THIS MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Des Moines (hereinafter referred to as "CITY" and the Greater Des Moines Baseball Co., an Iowa Corporation (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Des Moines is the title holder of the premises presently denoted as the James W. Cownie Soccer Park located at 2600 Hartford, Des Moines, Polk County, Iowa, and presently consisting of 12 soccer fields, 4 parking lots, walkways, plaza, 2 stadiums, portable bleachers, concession and rest room facilities, and lighting, as shown on the attached Exhibit "A" (hereinafter referred to as "Premises").

WHEREAS, the CONTRACTOR is desirous of providing for the maintenance at the Premises for the purpose of enhancing the facility with CONTRACTOR services; and

WHEREAS, the City recognizes that such maintenance of the Premises will be beneficial to the general public of the City of Des Moines.

NOW, THEREFORE, in consideration of the covenant herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, it is agreed as follows:

1. PREMISES, CONSIDERATION, TERM. In consideration of the CONTRACTOR maintaining the Premises to provide excellent horticultural maintenance, custodial care and other services to the general public and for other good and valuable consideration subject to the terms and conditions of this Maintenance Agreement, the City authorizes unto the CONTRACTOR and the CONTRACTOR accepts from the City, the right to provide the maintenance at the Premises as described above for an administrative fee of twenty-five thousand dollars (\$25,000.00) plus an amount not to exceed two hundred-

fifty thousand dollars (\$250,000.00) a year for the actual labor and supply costs of performing the services under this Agreement for the term commencing on the date stated above and continuing thereafter for a period of three (3) years with an option for two (2) additional three (3) year renewals with mutual agreement of both parties. Payments shall be made in equal installments on the 15<sup>th</sup> day of January, March, June and September during the term of this Agreement. The CITY shall pay to the CONTRACTOR the \$25,000.00 administration fee within two weeks of execution of this Agreement in year one and by the 15<sup>th</sup> of January each year thereafter for the remaining term of this Agreement. The CONTRACTOR shall submit invoices of actual expenses to be reimbursed by the CITY. Such invoices shall include actual costs of employee payroll including wages, benefits and hours worked and copies of invoices for commodities and supply purchases used to perform the services needed to carry out the terms and conditions set forth in this Agreement. Upon receipt of CONTRACTOR invoices, the CITY shall reimburse the CONTRACTOR within two weeks of receipt of said invoices. Reimbursement to the CONTRACTOR shall be capped at \$250,000 over the course of the calendar year beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup> of each year of this Agreement. The relationship between the CITY and the CONTRACTOR shall be that of independent contractor and not one of employer/employee.

2. MAINTENANCE AND CARE OF THE PREMISES.

1. STAFFING. The CONTRACTOR shall be responsible for providing supervisors and qualified staff to carry out the horticultural and custodial care for the necessary work to maintain the Premises. Employees needed to carry out the CONTRACTOR's provisions of this Agreement shall be the employees of the CONTRACTOR. The CITY recognizes that the CONTRACTOR has the right and obligation to employ a staff capable of performing assigned duties.

2. DUTY TO MAINTAIN AND RIGHT TO INSPECT. The CONTRACTOR shall be responsible for the ordinary maintenance and repair of the Premises, keeping the same in good order and condition inclusive of but not limited to:

(1) Maintenance and care of athletic field, non-athletic turf and other landscape features;

- (2) Custodial care of sidewalks, parking lots, restrooms, concessions, grounds, stadiums and portable seating;
- (3) Providing routine manufactures maintenance on City owned equipment pursuant to the CITY's schedule. The CONTRACTOR shall provide to the City a maintenance log of activity provided by the CONTRACTOR on the CITY owned equipment. An inventory of City owned equipment is identified on Attachment B and by this reference made a part hereof;
- (4) Purchase of all commodities and supplies needed to carry out the responsibilities provided by the CONTRACTOR under this Agreement;
- (5) Marking and painting of fields for league and tournament matches;
- (6) Transporting and placing goals and portable seating;
- (7) Providing staff during all uses of the PREMISES including unlocking and locking the security gates for event set-up and tear down;
- (8) Maintaining and repairing irrigation system, limited to replacing heads, winterization and spring start-up, pursuant to CITY's schedule and specifications;
- (9) Provide to the CITY an annual accounting of expenses in a form acceptable to the CITY to maintain the Premises no later than February 15<sup>th</sup> for the previous calendar year for each term of this Agreement.

It shall be the duty of the CONTRACTOR to mow and trim the grass between the parking lots and inside and outside the soccer fields and pick up debris and trash on the Premises and place in locations/containers provided by the CITY. CONTRACTOR shall immediately give notice to the City of any damage to the Premises or of the development of any dangerous or deteriorating condition on the Premises. The City shall have the right to enter upon and inspect the Premises at any time.

6. PROHIBITION ON ENCUMBRANCE. It is expressly agreed and understood between the parties hereto that nothing in this Maintenance Agreement shall be construed as empowering the CONTRACTOR to encumber, mortgage, or pledge, or cause to be encumbered, mortgaged, or pledged any interest in the Premises or improvements thereon in any manner whatsoever. In the event that, regardless of

this prohibition, any person furnishing or claiming to have furnished labor or materials at the request of the CONTRACTOR or of any person claiming by, through, or under the CONTRACTOR shall file a lien against the Premises or improvements thereon, the CONTRACTOR shall, within thirty (30) days after being notified thereof, shall cause said lien to be satisfied of record, or shall cause the Premises and improvements thereof to be released therefrom by the posting of a bond or other security as prescribed by law, or shall cause same to be discharged as a lien against the Premises and improvements thereon by an order of a court having jurisdiction to discharge such lien.

7. COMPLIANCE WITH LAW. CONTRACTOR, at its sole expense, shall comply with all ordinances of the City of Des Moines and the laws of the State of Iowa and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Maintenance Agreement, or which may be required for the making of repairs or improvements to the Premises.

8. HOLD HARMLESS AND INSURANCE. CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Maintenance Agreement. CONTRACTOR agrees to obtain and maintain in continuous effect during the term of this Lease and while any of its obligations under this Lease remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

9. CITY'S RESPONSIBILITIES. CITY agrees to provide for the scheduling of all league matches and tournaments providing the CONTRACTOR with a schedule of events at least two weeks prior to any event held at the Premises. The CITY further agrees to provide the following:

- (1) Safe and adequate plumbing, irrigation and electrical systems;
- (2) Secure windows and doors;
- (3) Protective roofing;
- (4) Relamp field lighting;
- (5) Inspection and repair of fencing;
- (6) Provide netting and corner flags;

- (7) Maintenance of electronic scoreboards and video display units;
- (8) Office space for CONTRACTOR's employees;
- (9) City owned equipment for CONTRACTOR's use on the Premises;
- (10) Debris and trash removal from the dumpsters;
- (11) Park and Recreation Department staff contact during all uses of the Premises;

10. EQUIPMENT REPLACEMENT. On an annual basis the CITY and the CONTRACTOR shall review the condition of the equipment identified in Attachment B and by mutual agreement determine a replacement schedule. Should the CONTRACTOR desire to purchase additional equipment the CONTRACTOR may do so at their sole expense and shall retain ownership of said equipment. If a piece of City owned equipment breaks down and the CITY determines that it can not be repaired the CITY shall replace said piece of equipment.

11. TERMINATION OF MAINTENANCE AGREEMENT AND DEFAULTS BY CONTRACTOR. This Maintenance Agreement shall terminate upon expiration of the Agreement term. This Maintenance Agreement may be terminated prior to expiration of the Lease term, as follows:

A. By mutual agreement of the parties.

B. Upon default of the CONTRACTOR of the terms and provisions of this Maintenance Agreement, the CITY at its option may cancel and forfeit this Agreement; provided, however, before any such cancellation and forfeiture, the City shall give the CONTRACTOR written notice specifying the default, or defaults, and stating that this Agreement will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within said 30-day period.

12. CONDITION OF PREMISES AT TERMINATION. The CONTRACTOR agrees that upon the termination of this Maintenance Agreement, it shall leave the Premises and improvements thereon in good repair and clean condition, in at least as good a condition as on the effective date of this Agreement, except for the effects or of

ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of the CONTRACTOR.

13. ASSIGNMENT. The CONTRACTOR shall not assign its interest under this Agreement or sublet the responsibilities of the CONTRACTOR for the Premises without the prior written consent of the City.

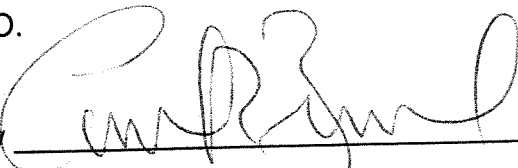
14. NOTICES. Notices as provided for in this Maintenance Agreement to the City shall be deemed sufficient if sent by certified mail with return receipt requested to the Park and Recreation Services Manager, Park and Recreation Department, City of Des Moines, 3226 University Avenue, Des Moines, Iowa 50311. Notices as provided for in this Maintenance Agreement to the CONTRACTOR shall be deemed sufficient if sent by certified mail with return receipt requested to CONTRACTOR, Sam Bernabe, Principal Park, Des Moines, Iowa 50309.

15. ENTIRE AGREEMENT. This Maintenance Agreement including attachments hereto and incorporated herein constitutes the entire understanding between the parties and cannot be modified or terminated orally, but only by agreement in writing signed by both parties.

16. OTHER. If any provision of this Agreement shall be declared invalid, or unenforceable, the remainder of the Agreement shall continue in force and effect. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Iowa.

IN WITNESS WHEREOF, the parties to this Lease have hereunto set their hands on this day and year as first above written.

GREATER DES MOINES BASEBALL  
CO.

By   
Sam Bernabe, General Manager

CITY OF DES MOINES, IOWA

By \_\_\_\_\_  
T.M. Franklin Cownie, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Rauh, City Clerk

Ann DiDonato  
Ann DiDonato, Assistant City Attorney

State Of Iowa )  
                          ) ss:  
County Of Polk                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2006 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. FRANKLIN COWNIE and DIANE RAUH, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 06-\_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2006, and that T. M. FRANKILN COWNIE and DIANE RAUH acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

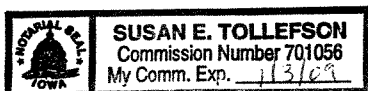
My commission expires: \_\_\_\_\_

State Of Iowa )  
                          ) ss:  
County Of Polk                    )

On this 13<sup>th</sup> day of March, 2006, 2006 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sam Bernabe, to me personally known, and, who, being by me duly sworn, did say that he is the General Manager of the GREATER DES MOINES BASEBALL CO., and that the instrument was signed and sealed on behalf of the organization, by authority of its board, and that Sam Bernabe acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Susan E. Tollefson  
Notary Public in the State of Iowa

My commission expires: 11/3/09





ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of the CONTRACTOR.

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IN WITNESS WHEREOF, the parties to this Lease have hereunto set their hands on this day and year as first above written.

GREATER DES MOINES BASEBALL  
CO.

CITY OF DES MOINES, IOWA

By \_\_\_\_\_  
Sam Bernabe, General Manager

By \_\_\_\_\_  
T.M. Franklin Cownie, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Rauh, City Clerk

\_\_\_\_\_  
Ann DiDonato, Assistant City Attorney

State Of Iowa            )  
                              ) ss:  
County Of Polk            )

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\_\_\_\_\_  
Notary Public in the State of Iowa

My commission expires: \_\_\_\_\_

State Of Iowa            )  
                              ) ss:  
County Of Polk            )

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\_\_\_\_\_  
Notary Public in the State of Iowa

My commission expires: \_\_\_\_\_

**STANDARD  
INSURANCE & INDEMNIFICATION REQUIREMENTS**  
(soccer field)

**1. GENERAL**

The CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and the City of Des Moines, Iowa throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having *no less than an A.M Best rating of "B+"*. All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. *Certificates of insurance confirming adequate insurance coverage shall be submitted to the City prior to contract execution or commencement of work and/or services.*

**2. INSURANCE REQUIREMENTS**

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The CONTRACTOR shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CONTRACTOR shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable. *Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 07 98) with standard exclusions "a " through "o " or any subsequent ISO equivalent or a non-ISO equivalent form. Any additional exclusions shall be submitted with the Certificate of insurance and shall be subject to the review and approval of the City. The policy shall be endorsed to provide an Aggregate Per Location Endorsement and its inclusion shall be indicated on the Certificate of Insurance.*

C. AUTOMOBILE LIABILITY INSURANCE: The CONTRACTOR shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including

Bodily Injury and Property Damage. *Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.*

D. UMBRELLA/EXCESS INSURANCE: The coverages specified in B and C above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

E. INSURANCE FOR OTHER LOSSES: The CONTRACTOR shall assume during the life of this Agreement, full responsibility for all loss or damage from any cause whatsoever to any property brought onto City property that is owned or rented by the CONTRACTOR, or any of the CONTRACTOR's employees, agents, subcontractors, suppliers or their employees, to the extent that such property is utilized in carrying out the provisions of this Agreement. The CONTRACTOR shall cause its insurance carrier(s) providing physical damage insurance to the CONTRACTOR to provide a waiver of right of subrogation against the City of Des Moines, Iowa.

F. SUBCONTRACTORS: The CONTRACTOR shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract meet similar insurance requirements as are required of the CONTRACTOR.

G. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: The insurance policies providing the coverages specified in B, C, and D above *shall include the City of Des Moines, Iowa Additional Insured and Governmental Immunities Endorsements.* Copies of these endorsements are attached.

H. CANCELLATION OR MATERIAL CHANGE NOTICE: The insurance policies providing the coverages specified in A, B, C, and D above *shall include the City of Des Moines, Iowa of Des Moines Cancellation Notice Endorsement.* A copy of this endorsement is attached.

I. PROOF OF INSURANCE: The Contractor shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through D and E and H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items": (1) the title of the contract and (2) the following statement: *"Where required, Additional Insured, Governmental Immunities and Cancellation and material Change have been included as per attached "* These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required. The Contractor agrees that no disclaimer or otherwise that is included in or attached to the Contractor's insurance policy(ies) or Certificate(s) of Insurance shall modify, nullify, or void the endorsements or policy requirements made by the City of Des Moines, Iowa of the Contractor.

### 3. INDEMNIFICATION REQUIREMENTS

A. INDEMNIFICATION (HOLD HARMLESS) PROVISION: To the fullest extent permitted by law, the CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Des Moines, Iowa against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Des Moines, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or activities performed by the CONTRACTOR pursuant to the provisions of this Agreement. It is the intention of the parties that the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers or other working on behalf of the City of Des Moines, Iowa shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the CONTRACTOR, its officers, employees, subcontractors, and others affiliated with the CONTRACTOR due to accidents, mishaps, misconduct, negligence or injuries either in person or property *resulting from the work and/or activities performed by the CONTRACTOR pursuant to the provisions of this Agreement, except for and to the extent caused by the negligence of the City of Des Moines, Iowa.*

The CONTRACTOR expressly assumes full responsibility for any and all damages caused to the City of Des Moines, Iowa of Des Moines premises resulting from the work and/or activities performed by the Contractor, its officers, employees, subcontractors, and others affiliated with the CONTRACTOR.

The CONTRACTOR represents that its activities pursuant to the provisions of this Agreement will be performed and supervised by adequately trained and qualified personnel, and the CONTRACTOR will observe, and cause its officers, employees, subcontractors and others affiliated with the CONTRACTOR to observe all applicable safety rules.

### 4. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the extent permitted by law, CONTRACTOR hereby releases the City of Des Moines, Iowa, its elected and appointed officials, its agents, employees and volunteers and other working on behalf of the City of Des Moines, Iowa, from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and from bodily injury or death incurred by CONTRACTOR's employee, agents or anyone invited onto City of Des Moines property by the CONTRACTOR. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this. The Contractor's policies of insurance shall

contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

## 5. ENDORSEMENTS

The City's required Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsements are attached. The Aggregate Per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the City.

### ENDORSEMENTS

#### CITY OF DES MOINES, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds', and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

#### CITY OF DES MOINES, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits

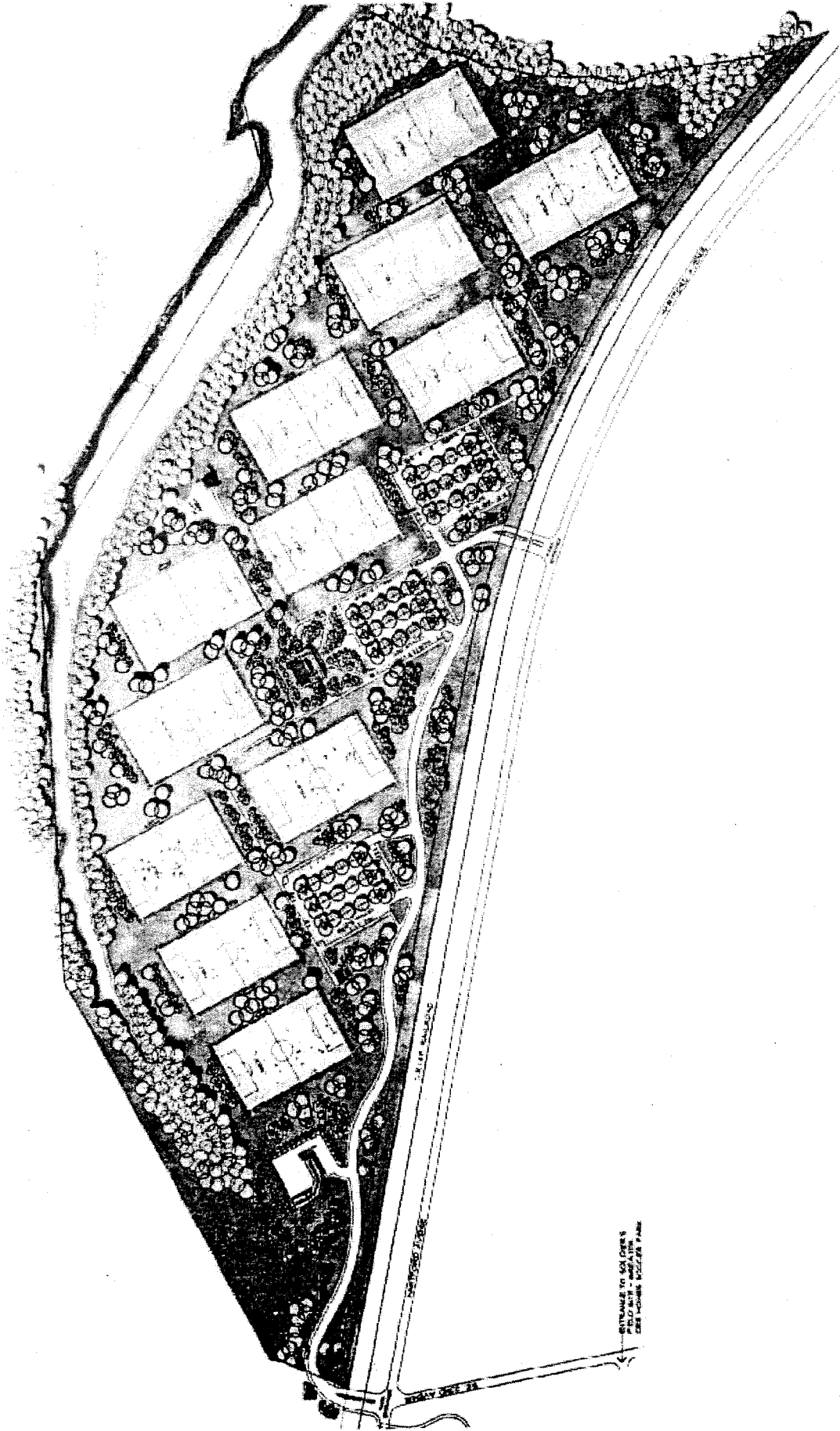
accruing to the City of Des ' Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF DES MOINES, IOWA  
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Des Moines, City Hall, 400 East First Street, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

# Exhibit A



RETURNED TO: GCS CORP.  
 1000 WEST 15TH AVENUE  
 DES MOINES, IOWA 50319

Case Lake Site - Scherattk Design Site Plan  
 Greater Des Moines Soccer Park

Prepared for: GCS CORP.  
 1000 WEST 15TH AVENUE  
 DES MOINES, IOWA 50319

CGA PROFESSIONAL ASSOCIATES  
 1000 WEST 15TH AVENUE  
 DES MOINES, IOWA 50319

JANLEY CONSULTANTS, INC.  
 1000 WEST 15TH AVENUE  
 DES MOINES, IOWA 50319

BALDWIN WHITE ARCHITECTS PC  
 1000 WEST 15TH AVENUE  
 DES MOINES, IOWA 50319



DATE: 11/15/00  
 SCALE: AS SHOWN  
 SHEET: 1 OF 1



**Attachment B**  
**Equipment Inventory**  
**James W. Cownie Soccer Park**

Org. Code	Org. Title	Unit #	Class	Year	Make	Item/Model	Location	Miles/Hours
PKS070700	Turf Maintenance	832	P22	1998	John Deere	Gator	Soccer	
PKS070700	Turf Maintenance	856	J22	1998	Stripper	X	Soccer	
PKS070700	Turf Maintenance	1017	O01	1990	Ford	250C	Soccer	1159 Hours
PKS070700	Turf Maintenance	1462	O01	1997	Delco	Power wash	Soccer	
PKS070700	Turf Maintenance	1700	62	1979	Pacer	Weed sprayer	Soccer	
PKS070700	Turf Maintenance	1720	59	1980	Roseman	TCP13	Soccer	
PKS070700	Turf Maintenance	1726	O59	1979	IMCO	Disc	Soccer	
PKS070700	Turf Maintenance	1745	O36	1999	Bush Hog	Tiler	Soccer	
PKS070700	Turf Maintenance	1770	O51	1997	Jacobsen	Seeder	Soccer	
PKS070700	Turf Maintenance	1812	P22	1997	Cushman	898922	Soccer	
PKS070700	Turf Maintenance	1813	O27	1998	John Deere	F1145	Soccer	790 Hours
PKS070700	Turf Maintenance	1892	P22	2000	Cushman	Core Harvester	Soccer	
PKS070700	Turf Maintenance	1910	51	1998	Renovaire	Aerator	Soccer	
PKS070700	Turf Maintenance	1924	O5	2002	Redexim/Charter	Seeder 60"	Soccer	
PKS070700	Turf Maintenance	6000	J95	2000	Monroe Spred	MSPV 358 V-box	Soccer	
PKS070700	Turf Maintenance	6037	V30	1990	Howes	Bottom Plow	Soccer	
PKS070700	Turf Maintenance	6082	N67	2000	Adams 2 ton	Turf Spreader	Soccer	
PKS070700	Turf Maintenance	84805		2005	Grayco	Line stripper	Soccer	
PKS070700	Turf Maintenance	89204	P22	2004	Club Cab	Carryall 272	Soccer	860 Hours
PKS070700	Turf Maintenance	178004	O36	2003	Amazon	CHS150	Soccer	
PKS070700	Turf Maintenance	170906			Turfco CR10	Top Dresser	Soccer	
PKS070700	Turf Maintenance	1069	O01	1999	John Deere	5310 4WDR	Soccer	1879 Hours
PKS070700	Turf Maintenance	191504	O51	2004	Wiedenmann	XP8 Aerator	Soccer	210 Hours
PKS070700	Turf Maintenance	174605		2005	Jacobsen	16' mower	Soccer	

Note: Some pieces of equipment will be shared with other park operations, but will be housed at the Cownie Soccer Park