

## INTERLOCAL AGREEMENT FOR THE USE OF LAWSON PARK FIELD

This INTERLOCAL AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the SCHOOL DISTRICT #145("School District") and the CITY OF WAVERLY ("City"), collectively referred to in this Agreement as the "Parties."

### RECITALS

- A. Property. The City owns Lawson Park which includes public restrooms, fenced ball fields, dugouts, bleachers, bullpens, batting cages, scoreboards, garbage containers, field lighting, concession stand, and parking areas, collectively referred to as the "Park." The City makes this property available for use by the community, including the School District.
- B. Need. The School District has a determined that it has a need for fenced ball fields, public restrooms, dugouts, bleachers, bullpens, batting cages, scoreboards, garbage containers, field lighting, concession stand, and parking areas for baseball games and practices.
- C. Two-Party Agreement. The School District and the City have mutually determined that Lawson Park Field #1 can be used by the School District for both practices and games. Other areas may be utilized depending upon availability and fees will be applied accordingly. Under no circumstances can the facility be sub-leased at any time.
- D. Authorization. The Board of Education of the School District and the City Council of the City have authorized and directed their respective representative to enter into the Agreement.
- E. Agreement. The School District and the City therefore enter into this Agreement.

### GENERAL TERMS

1. Authority. This Agreement, authorized by Inter-local Cooperation Act, Neb. Rev. Stat 13-801 et seq. (Reissue 2012); which allows local governmental units to make the most efficient use of their powers by cooperation with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. This Agreement is binding upon and shall insure to the benefit of the successors and assigns of the Parties to this Agreement.
2. Duration. The Term of this Agreement will begin the Monday of Week 31 based on the Nebraska School Activities Association (NSAA) calendar and run through the end of the high school baseball season. The Agreement shall be reviewed annually between both parties for changes or edits.
3. Purpose. The Agreement is entered into by the City and the School District for the purpose of authorizing the use of common or shared resources to support, maintain, and continue the development of the Park in the City of Waverly.
4. The Responsibilities of the School District
  - 4.1 The School District shall be responsible for clearing debris (garbage) from the Park grounds and placing it in containers provided by the City resulting from the School District's use for baseball practices and games. The School District is not responsible for cleaning debris (garbage) left by other user groups or individuals.
  - 4.2 The School District shall be responsible for maintaining and caring for the Park. Maintenance of the Park shall consist of the following:
    - Remove tarps from home plate and pitcher mound areas

#### Daily Routine before Practice and Games

- Remove tarps from home plate and pitcher mound areas

- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially
- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard
- Check the operation of the electrical equipment in the concession stand
- Dispose of trash found in and around field and bleacher areas

#### Daily Routine after Practice and Games

- Rebuild the pitching mound and home plate area and cover areas with tarps
- Remove the bases and cover the base anchor sleeves
- Rake loose, brush, or blow dirt off grass along base paths, mound circle, and infield edge
- Repair the bullpen mound and home plate area
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field and bleacher areas and take trash to dumpsters
- Lock all facility gates and doors and turn off lights.

4.3 The School District shall submit baseball practice and game schedules for the Park to the Park and Recreation Director, or his/her designee), fifteen (15) days prior to the first practice. However, the schedule for practices and/or games may be changed on short notice as a result of inclement weather conditions, the needs of the School District, condition of playing surface(s), etc. The School District will attempt to keep changes to a minimum. Said schedules shall include the dates, start and estimated ending times for all practices and game. Further, the City Park and Recreation Director, or his/her designee, shall be notified of any schedule changes as soon as reasonably possible (i.e., rain cancellation, change in site location).

4.4 The School District shall be allowed to apply field conditioner, clay, or similar product (approved by the City) to the playing surface in the Park as deemed necessary by the School District.

4.5 The School District shall provide adult supervision, including coaches and umpires as appropriate, during all school-sponsored baseball practices and games in the Park. City personnel, unless employed under a separate agreement or volunteering for the School District, will not be utilized for supervision of events.

4.6 At their discretion, the School District may charge admission and sell concessions at the School District's scheduled practices and games in the Park.

4.7 The School District shall inspect the Park prior to each use to insure they are safe for use. The School District will be responsible for repair of damage to the playing surfaces and facilities caused by spectators and/or participants at School District scheduled practices and/or games. Practices and games will not be held in a Park that is not safe.

4.8 The School District shall be responsible for post-game/practice clean up, including removal of equipment and depositing of trash in receptacles provided by the City.

4.9 The School District shall be responsible to report any hazardous conditions or damage requiring repair to the City Park and Recreation Director, or his/her designee, as soon as possible but no later than the beginning of the next business day or remedy such condition or damage prior to use.

5. The Responsibilities of the City

5.1 The City shall be responsible for inspection, maintenance and care, except as provided for in Section 4, including, inspection of the fields and other areas in the park, normal maintenance and repair, including mowing, weed control, aerating, watering turf, fertilizing, and seeding of the Park and associated facilities, including the playing surfaces, fences and backstops, restrooms, parking surfaces, bleachers, scoreboard(s), etc. In response to the request from the City, the School District may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.

5.2 The City shall ensure that there are garbage receptacles in the park during all periods of use by the School District.

5.3 The City shall provide restrooms in the Park that are available and in usable condition during the School District's scheduled practices and games. The School District is required to monitor cleanliness and restock supplies while hosting tournaments and games.

5.4 The City will make every effort possible to schedule major improvements and repairs to the Park during the off-season to avoid closing the facilities during the School District's scheduled usage. If a field is damaged, the City and the School District will examine the field and jointly determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City and School District will estimate a date and time the field will once again be available and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The School District shall make the determination whether to cancel or delay games due to weather conditions.

5.5 The City reserves the right to close the Park for any period of time necessary to undertake emergency major repairs if needed. The City will work with the School District to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Park, the City will provide as much advance notice as possible and project the date and time the Park will be available to the School District.

5.6 The City will handle changes to the School District's scheduled use to the best of its ability to avoid any conflicts.

6. Joint Responsibility

6.1 The School District and the City agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Park and to make improvements and expansion to the facilities through grants, donations, etc.

6.2 The School District may provide either funds or materials such as half of the clay, or field conditioner.

6.3 The School District and City will conduct an inspection of the Park in the fall to jointly establish a pre-season work list to be completed prior to the start of the spring sport season. The School District shall be responsible for providing materials in accordance with the provisions of this agreement, or additional materials as jointly agreed upon during the establishment of the above work list.

6.4 The School District and City shall mutually agree to cost share on capital expenditures that cost over one thousand (\$1,000) dollars.

7. Hold Harmless

7.1 The City agrees to hold harmless, indemnify and defend at its expense the School District and its officers, agents and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers, employees, and /or agents, in the course of its performance under the Agreement.

7.2 The School District agrees to hold harmless, indemnify and defend at its own expense the City and its officers, agents, and employees, from and against any and all claims, judgments, action, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from negligent acts or omissions of the School District, its officers, employees, and/or agents, in the course of its performance under this Agreement.

7.3 If any claim, judgment, action, suit, liability, loss, cost, expense, or damage arises out of or results from the joint negligent acts or omissions of both the City and the School District with respect to acts done pursuant to this Agreement, each party shall be responsible for its own share of any resulting liability.

7.4 Both the City and the School District shall carry liability insurance coverage. Each "Party" shall have the other "Party" listed as an additional insured on their insurance policy.

8. User Fee The School District shall be responsible to pay a user fee for the use of the Park. The School District agrees to pay an annual fee in the amount of five thousand seven hundred (\$5,700) dollars. Full payment must be received by September 1, 2022.

9. Representatives The School District Superintendent, or his/her designee, shall represent the School District and the City Administrator, or his/her designee, shall represent the City on all matters related to this Agreement (hereinafter referred to as the "Representatives").

SCHOOL DISTRICT #145

CITY OF WAVERLY

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_