

RESOLUTION NO. 2011-18

A RESOLUTION TO SHARE FACILITIES AND EQUIPMENT BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOLS.

THIS AGREEMENT is made and entered into by and between the governmental entities which on its effective date are, or become, signatories hereto:

WITNESSETH THAT:

WHEREAS, it is recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health, recreation and leisure; and

WHEREAS, it is recognized that the provision of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly; and

WHEREAS, Sections 13-804 through 13-814, Reissue Revised Statutes of Nebraska, 1943, authorized the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and

WHEREAS, these governmental entities now recognize the need to provide for the development of joint community use of existing softball fields and equipment owned by the City and the School; and

WHEREAS, these governmental entities do agree that the solution to this problem lies in cooperative action; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of these facilities.

NOW, THEREFORE, BE IT RESOLVED, that each political subdivision hereto signed does agree to the following:

1. Use of Hank Overin Field and associated parking and restroom facilities. That the City of Wayne will grant the Wayne Public School use of these facilities for practices and games during the school's spring baseball season and as scheduling permits for camps and clinics during the summer season. The School and City will prepare, mow and maintain the City baseball facility and restrooms during each of their respective seasonal use and will be responsible for garbage disposal. The City will provide for repairs to buildings, lighting and fixed improvements at the Hank Overin Field, make available all utilities and will charge for electricity only.
2. Use of School Mowing Equipment. That the School will have the use of the City tractor mower to mow the baseball field and other city owned areas around Hank Overin Field. The

cost of fuel for mowing City owned areas will be that of the City, and the cost of repairs for tractor and mower will be shared equally by the City and the School.

3. Agreement Duration. That this Agreement shall be effective until such time either the School or the City gives written notice by December 1st to terminate the agreement for the following year.
4. Governmental Units Obligations. That each signatory to this Agreement recognizes that successful completion of this project may require the implementation of certain individual obligations and does hereby agree to undertaking those obligations.
5. Withdrawal From Agreement. Each party to this Agreement may cease to be a party hereto and may withdraw from the Agreement providing that a written notice demonstrating its intent to withdraw is adopted by its governing board and presented to the other party to this agreement by December 1st of the year before each School spring baseball season.
6. Indemnification. To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liabilities, expenses and/or damages (including reasonable attorney's fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits or liabilities resulting from the negligence or willful misconduct of such party or any of its employees or agents; provided however, the indemnification under this Section 5.2 shall not apply if such claims, suits, liabilities, expenses and/or damages are the direct result of the negligence or willful misconduct of the party entitled to indemnification hereunder. In no event shall either party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred or alleged to have been incurred.
7. Agreement Amendments. This Agreement may be amended at any time by the written agreement of all parties to it.

Executed by those political subdivisions upon the respective dates set forth following the executory signature attached to this Agreement.

AND BE IT FURTHER RESOLVED, that the City of Wayne does declare itself to be a participant in joint use of the Wayne Baseball (Hank Overin Field) facilities and equipment.

Passed and approved this 15th day of March, 2011.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

AND BE IT FURTHER RESOLVED, that the Wayne Public School does declare itself to be a participant in joint use of the Wayne Baseball (Hank Overin Field) facilities and equipment.

Passed and approved this _____ day of _____, 2011.

WAYNE PUBLIC SCHOOLS

By _____
Board Chair

ATTEST:
