City Of Othello

Washington

Resolution No. 2017-30

A RESOLUTION AUTHORIZING A JOINT USE AGREEMENT WITH THE OTHELLO SCHOOL DISTRICT TO CREATE A PARTNERSHIP TO MEET THE NEEDS OF THE COMMUNITY

WHEREAS, the City and the Othello School District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into joint use agreements;

WHEREAS, the complexity of community problems points to an increasing need for all governmental units and related public service organizations to mobilize their respective resources for the common purpose of improving the quality of community life; and

WHEREAS, the Othello School District and the City of Othello have a long history of joint cooperation in using public facilities and developing programs; and

WHEREAS, the limited amount of tax money and other resources available to meet public demands for facilities, programs, and services requires that it be used efficiently; and

WHEREAS, our community has facilities, equipment, and staff organized for the purpose of providing educational opportunities for children and youth; and

WHEREAS, our school and park facilities are a major focal point of this community; and

WHEREAS, one of a community's largest investments-its school facilities-could be used more efficiently to provided educational, recreational, cultural, and services programs for community residents of all ages; and

WHEREAS, great potential social and economic benefit can be derived from City and District cooperation in facility use and program development for the benefit of all citizens; and

WHEREAS, a cohesive strategy to coordinate the efforts of the public, non-profit, and private sectors in developing and coordinating use of these community resources is needed; and

WHEREAS, we believe that there is a direct link between the quality of community life and the ability of the School District successfully to fulfill its missions to provide K-12 education; and

WHEREAS, the City and the District have a mutual goal of furthering our common interest in enhancing the quality of community life in Othello and desire to work as partners to meet the educational, recreational, cultural, social, health and human services needs of the community by focusing on schools as community resource centers; now, therefore,

THE CITY COUNCIL OF THE CITY OF OTHELLO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

1. The Mayor is authorized to execute the AGREEMENT FOR JOINT USE OF FACILITIES BETWEEN THE CITY OF OTHELLO AND OTHELLO SCHOOL DISTRICT NO. 147 October 23, 2017-October 23, 2020, Attached hereto as Exhibit 1.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 23, 2017.

By: _____
Shawn R. Logan, Mayor

ATTEST:

By: _____
Rebecca P. Ozuna, City Clerk

AGREEMENT FOR JOINT USE OF FACILITIES
BETWEEN
THE CITY OF OTHELLO
AND
OTHELLO SCHOOL DISTRICT NO. 147

This Agreement is made and entered into October 23, 2017, by and between the City of Othello, Adams County, Washington, a code city, duly organized and operating under and by virtue of the laws of the State of Washington ("City"), and the Othello School District No. 147, Adams County, Washington municipal corporation, duly organized and operating under and by virtue of the laws of the State of Washington ("District").

Recitals.

Whereas, the City and the District are mutually interested in meeting youth and community demands for more developmental and recreational opportunities.

Whereas, the City and the District wish to enter into an agreement for the coordination of recreational facilities owned by the City and the District.

Whereas, the Interlocal Cooperation Act, RCW Chapter 39.34, provides that any two public agencies of the state having separate authority to exercise a particular power may enter into an agreement for cooperative or joint exercise of that power.

Now, therefore, in consideration of the foregoing recitals and the terms, conditions, covenants, and agreements set forth herein, the Parties agree as follows:

1. PURPOSE. The purpose and intent of this Agreement is to provide for the joint use of facilities that belong to the City and/or the District in a manner which does not interfere with the specific educational and/or recreational purposes for which the facility was intended.

2. DURATION. This Agreement shall be for a three (3) year period commencing on October 23, 2017 and ending October 23, 2020 unless terminated earlier upon a breach of this Agreement by a party.

2.1 Upon breach of this Agreement by a party, the other party shall give written notice of termination of the Agreement specifying the claimed breach and action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then this Agreement shall terminate.

3. JOINT BOARD. This Agreement shall be administered by a joint board composed of the City of Othello Parks and Recreation Coordinator or other designated City representative and the Othello School District Facility Scheduler or other designated District representative.

4. FACILITIES.

4.1 CITY FACILITIES. For the purposes of this Agreement, City Facilities shall include Lions Park, Kiwanis Park and Pioneer Park and the recreational facilities located therein, with the exclusion of the Othello Community Pool.

4.2 DISTRICT FACILITIES. District Facilities shall include all facilities identified in ATTACHMENT A. If the District creates new facilities similar to those identified in ATTACHMENT A, then said facilities shall be included in this Agreement.

5. USE OF FACILITIES.

5.1 PRIORITY OF USE. The City shall have priority use of District Facilities when not scheduled for use by the District. The District shall have priority use of City Facilities when not scheduled for use by the City. All use is subject to availability through District and City Scheduling Coordinators.

5.2 RULES. All activities scheduled under this Agreement shall comply with the rules and policies of the party that owns the facility.

5.3 SHUTDOWNS. The City and District shall attempt to provide at least ten (10) days' notice of shutdowns of Facilities for preventative or emergency maintenance.

6. SCHEDULING.

6.1 SCHEDULING COORDINATORS. The City Parks and Recreation Coordinator or appointed representative shall serve as the central scheduling officer for all City Facilities and shall attempt to resolve all conflicts with the District. The District Facility Scheduler or appointed representative shall serve as the central scheduling officer for all District Facilities and shall attempt to resolve all conflicts with the City.

6.2 DISTRICT USE. The District shall submit all City Facilities use requests, including season schedules for practices and events, to the City of Othello Parks and Recreation Coordinator fourteen (14) days or more prior to the start of the season.

6.3 CITY USE. The City shall submit all District Facilities use requests, including season schedules for practices and events, to the District Facility Scheduler fourteen (14) days or more prior to the start of the season.

7. MAINTENANCE OF FACILITIES.

7.1 Unless otherwise provided, it is agreed that the parties shall each maintain their own facilities and equipment which are used by the other party.

7.2 The party that owns the facility shall use its best efforts to provide the facility in clean, usable condition before the activity commences. The party using the facility shall use its best efforts to leave the facility in at least as good a condition as when the use commenced.

7.3 No alteration or changes of any kind shall be made by one party to the other party's facilities or equipment without the mutual written agreement of the parties.

8. LIABILITY.

8.1 The District shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of this Agreement or from any activity, work, or thing done, permitted, or suffered by the District in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

8.2 The City shall defend, indemnify, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of this Agreement or from any activity, work, or thing done, permitted, or suffered by the City in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

9. INSURANCE AND LIABILITY COVERAGE.

9.1 NATURE OF COVERAGE.

1. Each party shall maintain commercial general liability coverage or shall obtain a coverage agreement through a Risk Pool authorized by Chapters 39.34 and 48.62.034 RCW which shall provide liability coverage for the liabilities contractually assumed by each party in this Agreement and arising out of the activities pertaining to this Agreement.

2. By requiring such liability coverage, each party shall not be deemed to, or construed to, have assessed the risks that may be applicable to each party in this Agreement. Each party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits of broader coverage than is herein specified.

9.2 SCOPE AND LIMITS OF LIABILITY COVERAGE.

1. GENERAL LIABILITY. Commercial General Liability, with a limit of not less than: $1,000,000 per occurrence, $2,000,000 general aggregate.

2. PARTICIPANT LIABILITY. Participant Liability, with a limit of not less than: $250,000 per occurrence.

3. The policy of coverage agreement shall include but not be limited to:

A. Coverage for premises and operations

B. Contractual liability (including specific liability assumed herein);

C. Employers Liability of "Stop Gap" coverage.

4. WORKERS COMPENSATION. Workers' Compensation coverage as required by the Industrial Insurance Act of State of Washington, statutory limits.

5. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible and/or self-insured retention shall be the sole responsibility of each party

6. OTHER PROVISIONS. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.

A. LIABILITY COVERAGES. To the extent of either party's negligence as herein assumed, each party's liability coverage shall be primary coverage as respects the party, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by either party, its officials, employees, and agents, shall not contribute with the other party's coverage or benefit the other party in any way.

B. ALL POLICIES AND COVERAGE AGREEMENTS. Coverage shall not be suspended, voided, cancelled, materially reduced in coverage, or in limits

except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to either party.

C. ACCEPTABILITY OF INSURERS. Unless otherwise accepted by the parties, insurance coverage is to be placed with a risk pool authorized by Chapters 39.34 and 48.62.034 RCW or insurers with a Best's rating of no less than A: VII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VII.

D. VERIFICATION OF COVERAGE. Each party shall furnish each other with certificates of insurance (from insurance company) or evidence of coverage letters (from risk pool). The certificates/evidence of coverage letters for each policy or coverage agreement are to be signed by a person authorized to bind coverage. The certificates/letters are to be received and accept by each party prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by either party. Each party reserves the right to require complete certified copies of the pertinent parts of applicable policies at any time.

10. COST AND FEES.

10.1 Each party shall bear its own cost for ordinary maintenance of their respective facilities. Maintenance costs incurred as a result of this Agreement shall be tracked by each party and reviewed annually.

10.2 Each party shall waive any associated user fees while the other party is using the Facilities of the other party.

10.3 If any repair or restoration work is needed as a result of the other party's use, the work shall be charged at standard rates and billed directly to that party as an extra cost.

10.4 Neither party shall charge a service fee for coordinating use of the other party's facilities.

11. INSPECTION. Each party and its authorized officers, agents, and employees shall have the right to enter and inspect the facilities owned by that party and the operation being conducted thereon at reasonable times. Facility inspections must be pre-scheduled with the party's Scheduling Coordinator in accordance with Section 6.1 of this Agreement.

12. COMPLIANCE. District shall operate program in compliance with the City Management of Concussions and Head Injuries in Youth Sports Programs Policy (ATTACHMENT B) and the Zackery Lystedt Law regarding concussion precaution and documentation, as prescribed by RCW 4.24.660. District shall operate programs in compliance

with Title IX of the Civil Rights Act, the City of Othello Gender Equity in Community Athletics Program Policy (ATTACHMENT C) and anti-discrimination laws pertaining to the discrimination of any person on the basis of gender, race, religion, ethnicity, sexual orientation/identification, or disability in the operation of community athletics programs for youth or adults.

13. NO THIRD PARTY BENEFITS. The parties hereto do not intend to confer on any third parties any benefits hereunder. Therefore, no third party may utilize any provision hereof as a third party beneficiary or otherwise.

14. ENTIRE AGREEMENT. The terms and conditions written herein constitute the entire understanding between the Parties. This Agreement shall not be modified or amended except in writing and executed by the Parties hereto.

15. GOVERNING LAW AND VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Adams County.

16. WAIVER. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such party. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of the terms and conditions of this Agreement shall, if requested, be provided in writing.

17. NO SEPARATE LEGAL ENTITY. Pursuant to RCW 39.34.030(3)(b) this Agreement does not create a separate legal or administrative entity other than specifically provided in this Agreement.

18. FILING. This Agreement shall be filed with the Adams County Auditor pursuant to RCW 39.34.040.

In Witness Whereof, the parties hereto have signed their names the day, month and year first written above.

City of Othello

500 East Main Street, Othello, WA 99344

_____ _____

Shawn Logan, Mayor Date

Signature and title

(CITY) On this_____day of_____,_____, before me personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he/she signed the same as his/her own free and voluntary act and deed, for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____

Notary Public in and for the State of Washington, residing

_____. My commission expires_____.

Othello School District

1025 S 1st Ave, Othello, WA 99344

Address

_____ _____

Dr. Chris Hurst, Othello School District Superintendent Date

Signature and Title

(USER) On this_____day of_____,_____, before me personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he/she signed the same as his/her own free and voluntary act and deed, for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____

Notary Public in and for the State of Washington, residing

_____. My commission expires_____.

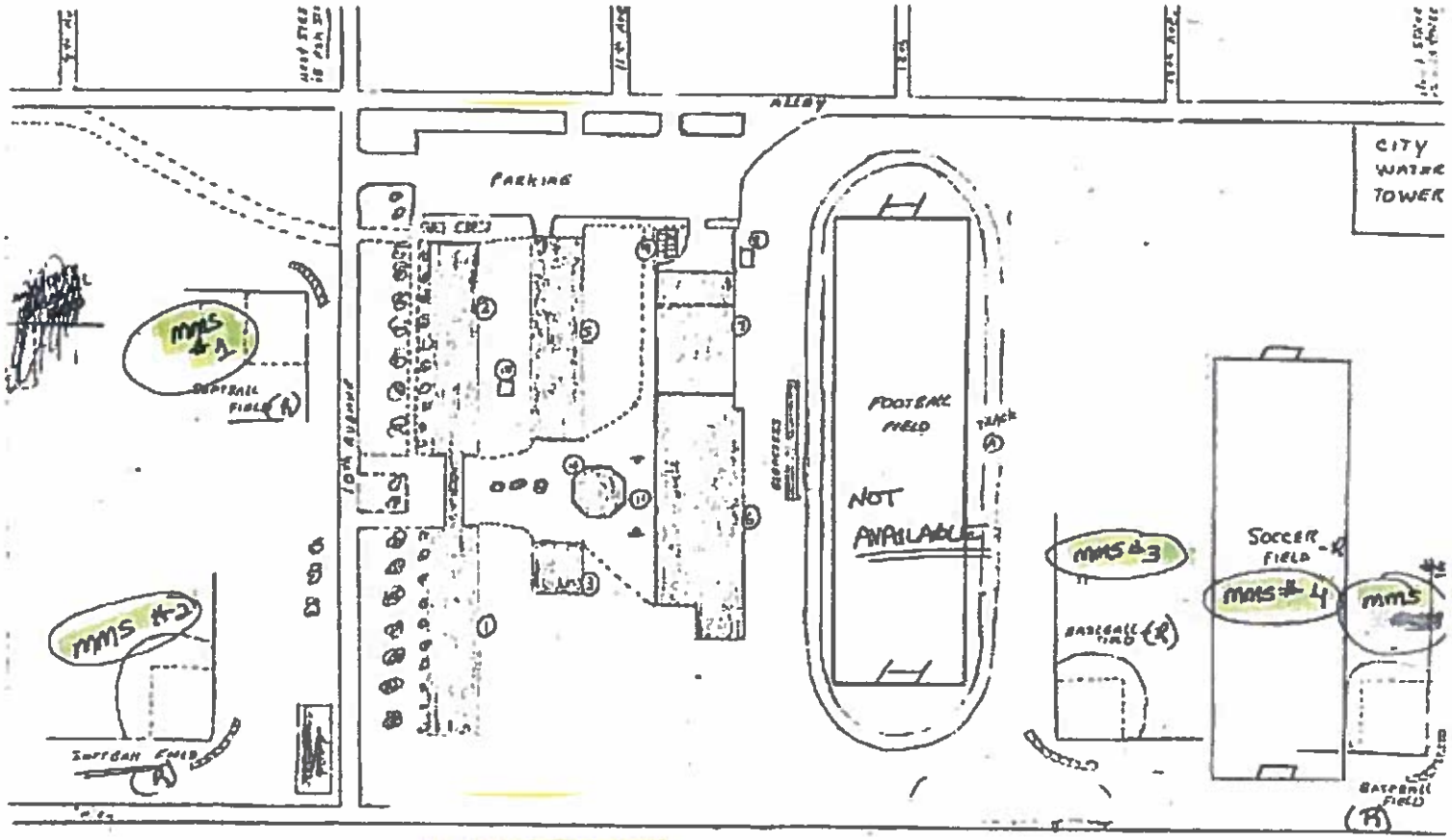
ATTACHMENT A

OSD Field Facilities (list of fields for interlocal agreement with City of Othello, section 4.2)						
School	Baseball (BB)	Softball (SB)	Football (FB)	Soccer	Field ID#	** Schedule availability (April - June 2013)
MMS	2 R	2 R	Excluded from interlocal agreement	Field area East of Football field; West of Baseball fields	MMS 1 - 5	*Fields available after 7 PM on G-Day; after 6 PM on P-Day*
Scootney	None	None	N/A	1 NR - *152' W (3' short of Regulation)* 2 NR	Sco 1 - 3	*Available - no OSD spring sport use*
Hiawatha	2 NR	None	N/A	1 R 2 NR with PG	Hia 1 - 5	*Soccer available after 6PM N-Field NOT AVAILABLE UNTIL FURTHER NOTICE*
Lutacaga	1 NR (P.E.	N/A (fields counted @ MMS)	N/A	2 NR with PG	Luta 1 - 3	*BB - after 7PM G-day Soccer - available around BB schedule after 6 PM - P-day*
Wahitis	1 R	N/A	N/A	1 R with PG	Wah 1 - 2	*Soccer Field - Not available 3 -6 PM on game days BB Field - available after June 7th*
OHS	Excluded from interlocal agreement	Excluded from interlocal agreement	Excluded from interlocal agreement	Excluded from interlocal agreement	N/A	All OHS Fields Excluded from interlocal agreement

** Schedule is subject to change to meet needs of OSD Fall & Winter sports

Key:
NR = Non Regulation Field
R = Regulation Field
PG = Permanent Goal
G-Day = Game Day
P-Day = Practice Day
Field ID # - reference site maps

ATTACHMENT A (CONTINUED)

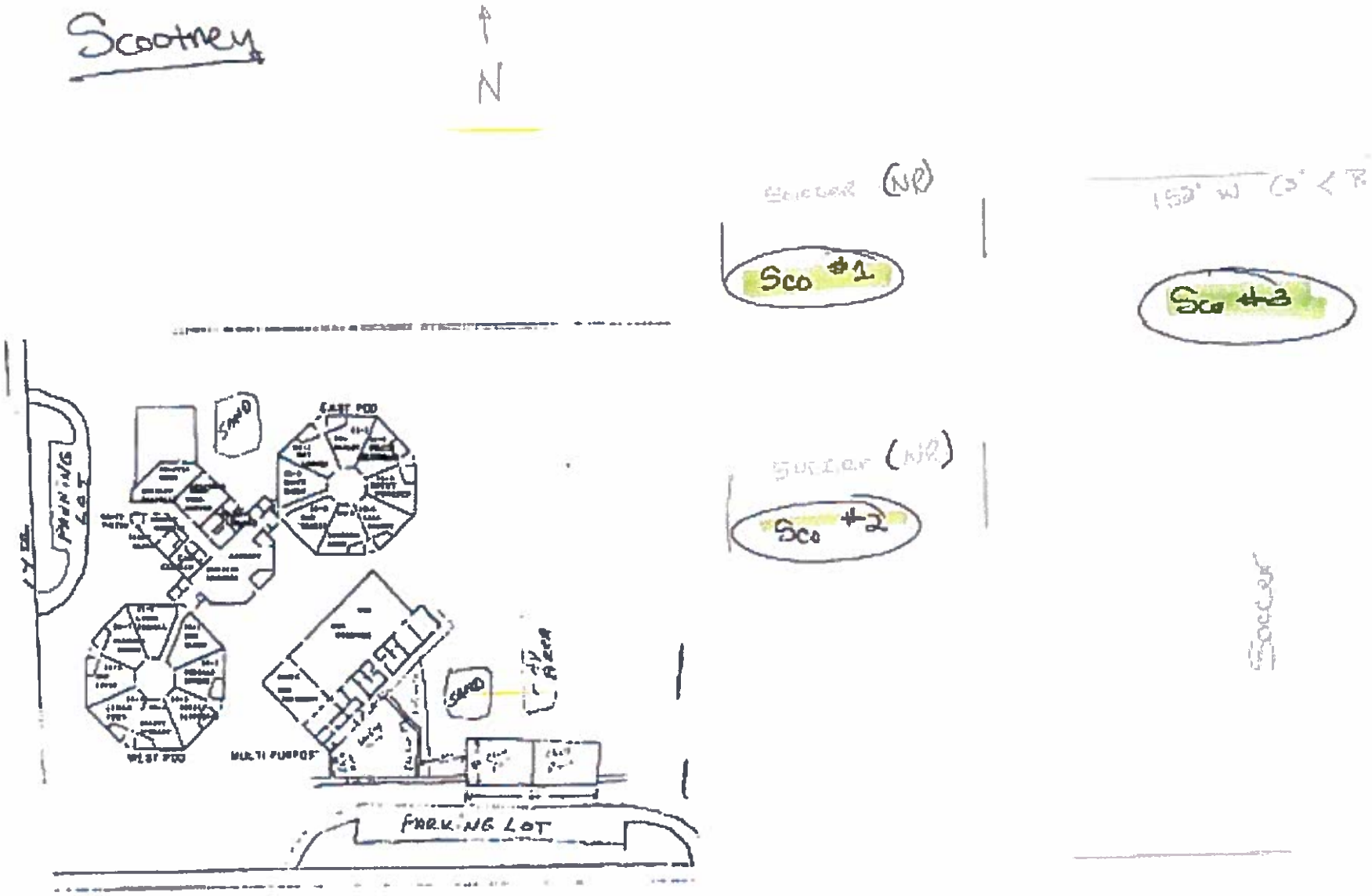


MCFARLAND MIDDLE SCHOOL CAMPUS

1. 100 WING and OTHELLO SCHOOL DISTRICT OFFICE (800 South 10th Avenue)
2. 200 WING and JUNIOR HIGH OFFICE (710 South 10th Avenue)
3. 300 WING
4. 400 BUILDING – MUSIC
5. 500 WING
6. 600 BUILDING – Gymnasium
7. 600 BUILDING – MULTIPURPOSE ROOM & KITCHEN
8. POWER SUBSTATION
9. BICYCLE RACK
10. MCFARLAND POWER SUBSTATION
11. OUTSIDE BASKETBALL COURT

TRACK
- A. 4 LANE GRASS TRACK – 365 m.
- B. SHOT PUT
- C. LONG JUMP
- D. DISCUS

ATTACHMENT A (CONTINUED)



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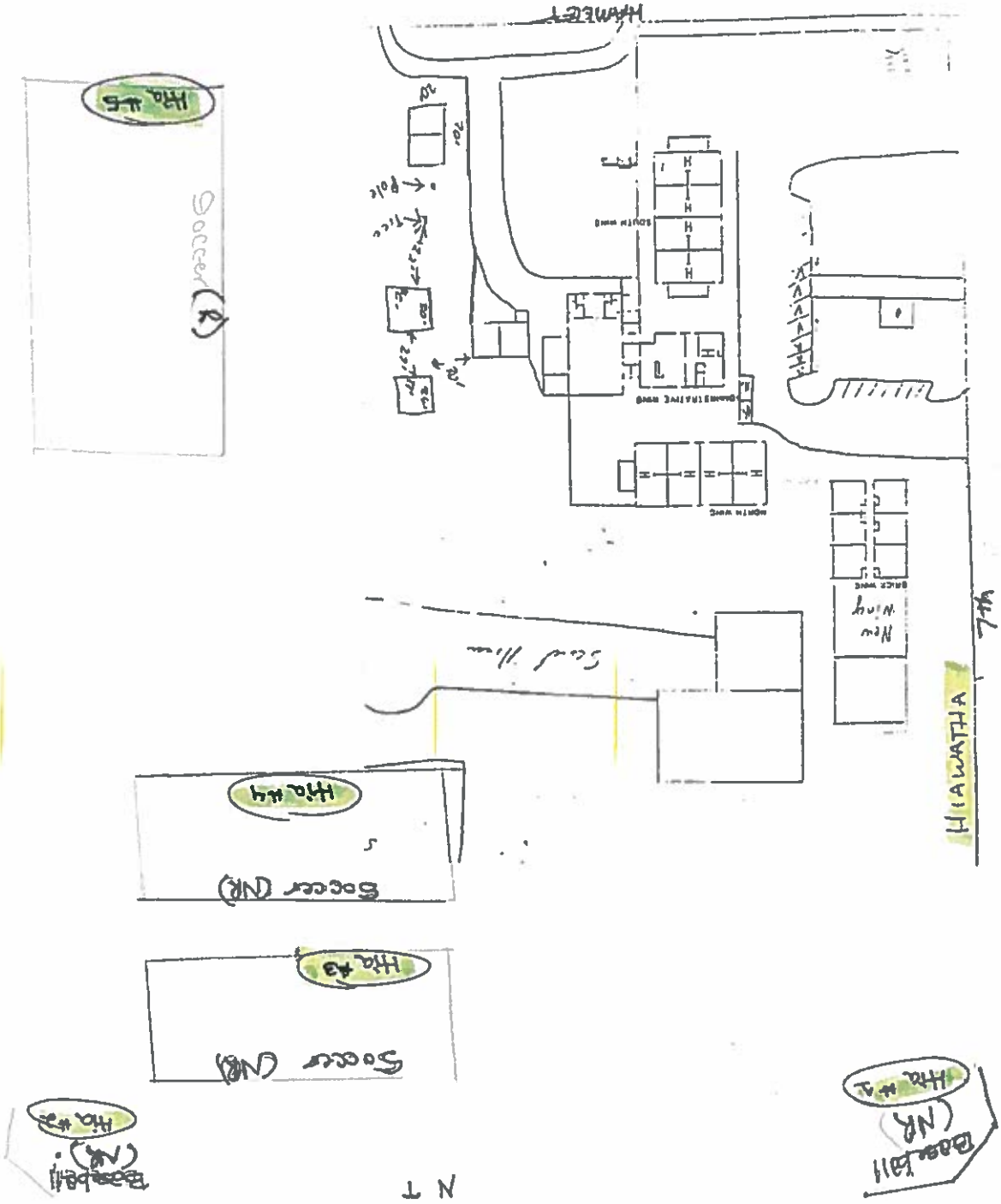

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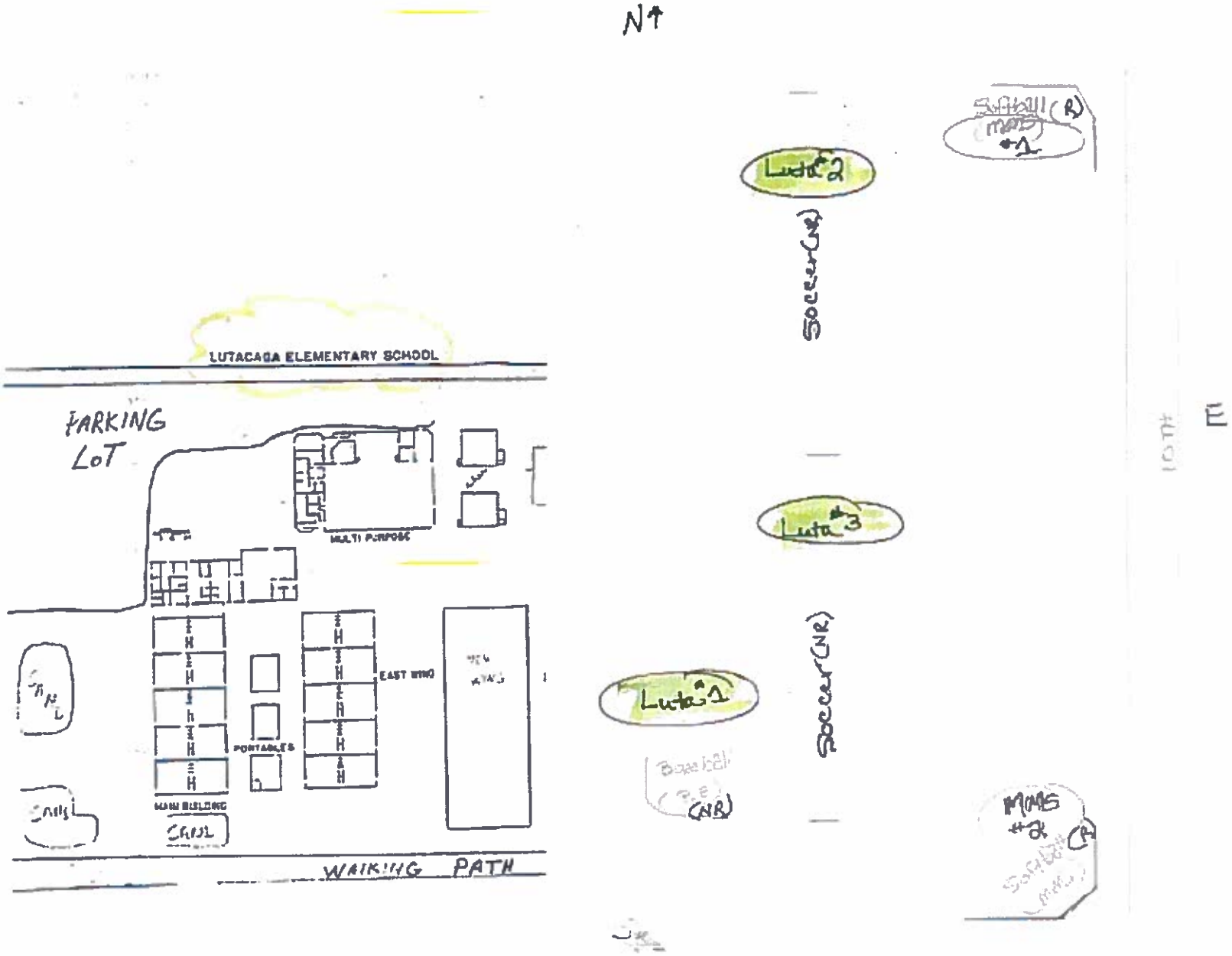

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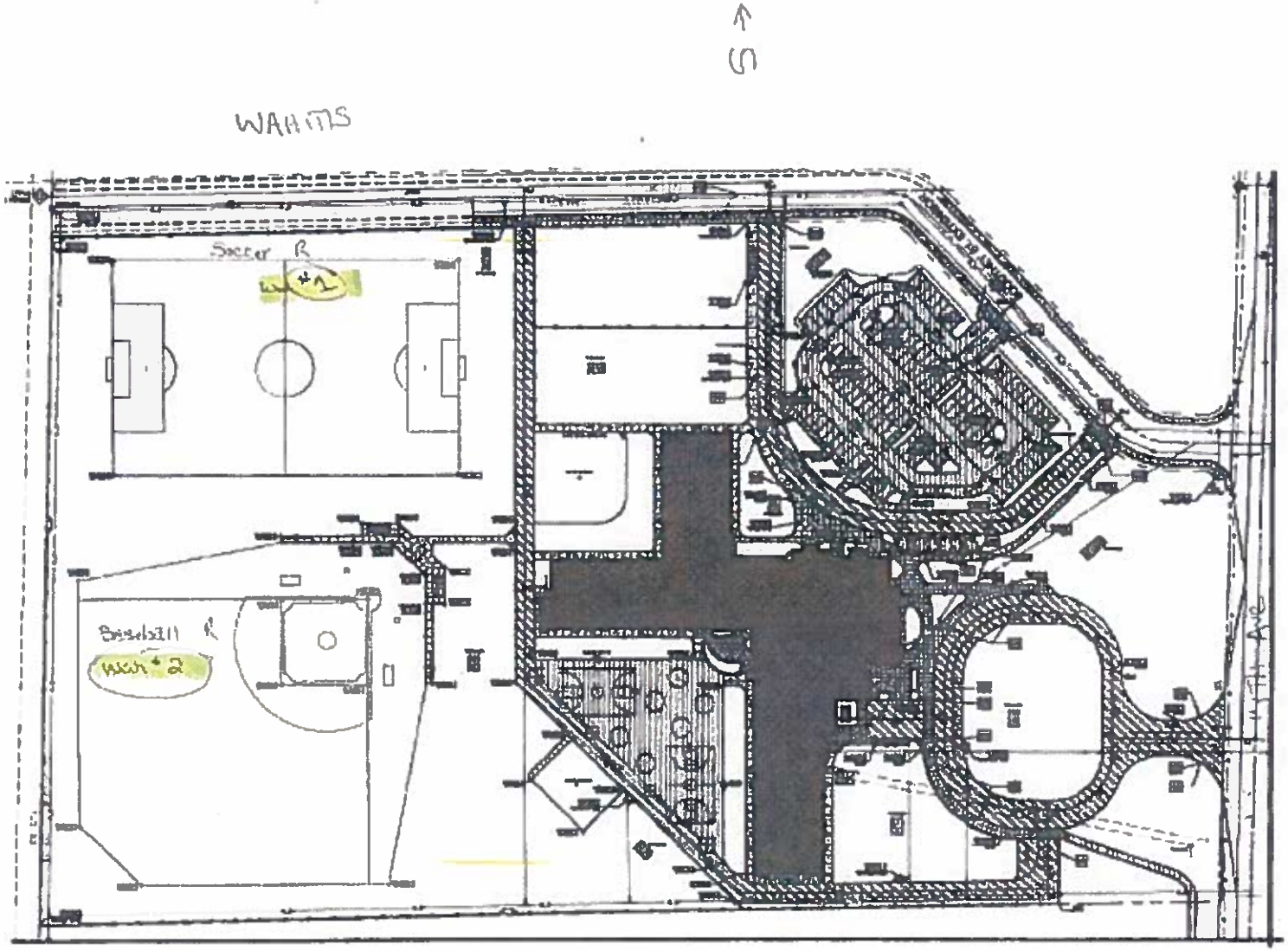

ATTACHMENT B

CITY OF OTHELLO
POLICY AND PROCEDURE

Subject:		Index: Park and Recreation	
MANAGEMENT OF CONCUSSIONS AND HEAD INJURIES IN YOUTH SPORTS PROGRAMS		Number: 2012 - 06	
Effective Date: October 9, 2012	Approved by: City Council	Supersedes: N/A	Page 1 of 3

1.0 PURPOSE:

To establish a policy and procedure to inform others of the dangers and warning signs of youth head injuries and concussions.

2.0 POLICY:

The City of Othello will inform and educate coaches, youth athletes, parent(s)/guardian(s) participating in youth sports programs or using City of Othello facilities for youth sports programs, of the nature and risk of concussion and head injuries.

3.0 DEFINITIONS:

Community Youth Athletic Programs: Any athletic program that is organized for the purpose of training for and engaging in youth athletic activities and competitions that are in any way operated, conducted, administered or supported by the City of Othello.

Sports Facilities: Any property owned, operated or administered by the City of Othello for the purpose of training for and/or engaging in athletic activity and competition.

4.0 PROCEDURES:

1. Community Youth Athletic Programs administered by the City of Othello Public Works/Parks and Recreation Department or those using City of Othello Sports Facilities will be operated in a manner that educates coaches, youth athletes, parent(s)/guardian(s) and association or, of the nature and risk of concussion and head injuries.

ATTACHMENT B (CONTINUED)

2. Policy guidelines and forms are to be reviewed and completed annually by each coach, youth athlete and parent/guardian participating in Community Youth Athletic Programs or youth programs using City of Othello Sports Facilities. The Community Youth Athletic Program organization or coach should retain all forms involving minors for three years beyond the minor's 18th birthday.

3. This policy will be added as a written provision of all lease or use agreements administered by the City of Othello Public Works/Parks and Recreation Department, requiring all private organizations contracting City Sports Facilities for Community Youth Athletic Programs, to stipulate to compliance with the conditions of the Lystedt Law by signing the lease/use agreement.

4. Policy compliance forms will be posted on the City of Othello's website, along with informational resources regarding the dangers and warning signs of head injuries and concussions.

5. For Community Youth Athletic Programs administered by the City of Othello, the City of Othello will retain all forms involving minors for three years beyond the minor's 18th birthday. If the minor's birth date is unknown, the records will be retained using his/her team's age group.

6. This policy and the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy will be included in all City of Othello publications that contain information about Community Youth Athletic Programs or Sports Facilities operated or administered by the City of Othello (Appendix A).

APPENDIX A

Employees Responsible for Carrying out Compliance

Amy Hurlbut
Parks and Recreation Coordinator
111 N. Broadway Ave.
Othello, WA 99344
(509) 331-2757
ahurlbut@othellowa.gov

Terry Clements
Public Works Director
111 N. Broadway Ave.
Othello, WA 99344
(509) 488-6997
tclements@othellowa.gov

Wade Farris
City Administrator
500 E. Main St.
Othello, WA 99344
(509) 488-5686
wfarris@othellowa.gov

ATTACHMENT C

CITY OF OTHELLO
POLICY AND PROCEDURE

Subject:		Index: Park and Recreation	
GENDER EQUALITY IN COMMUNITY ATHLETICS PROGRAMS		Number: 2012 - 05	
Effective Date: October 9, 2012	Approved by: City Council	Supersedes: N/A	Page 1 of 3

1.0 PURPOSE:

To establish policy and procedure to provide equal access to public community athletic programs and sports facilities by prohibiting discrimination on the basis of gender.

2.0 POLICY:

The City of Othello does not discriminate against any person on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities.

3.0 DEFINITIONS:

Community Athletic Programs: Any athletic program that is organized for the purpose of training for and engaging in athletic activity and competition that is in any way operated, conducted, administered or supported by the City of Othello.

Sports Facilities: Any property owned, operated or administered by the City of Othello for the purpose of training for and/or engaging in athletic activity and competition.

4.0 PROCEDURES:

1. Community Athletic Programs administered by the City of Othello Public Works/Parks and Recreation Department will be operated in a manner that promotes equal opportunities for females and males.

2. The City of Othello Public Works/Parks and Recreation Department will allocate and schedule Sports Facilities in a manner that provides equal access to all Community Athletic Programs.

3. This policy will be added as a provision of all lease or use agreements administered by the City of Othello Public Works/Parks and Recreation Department.

4. The City of Othello will not issue a lease or permit for use of any Sports Facility to a third party that discriminates against any person on the basis of gender in the operation, conduct or administration of a Community Athletic Program.

5. The policy will be posted on the City of Othello's website, along with the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy.

6. This policy and the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy will be included in all City of Othello publications that contain information about athletic programs or facilities operated or administered by the City of Othello.

7. If discrimination is determined, the City of Othello should take the appropriate corrective action.

5.0 REPORTING

Any citizen who feels she or he has been the victim of discriminatory treatment in violation of this policy should report this concern to the Parks and Recreation Coordinator, Public Works Director or the City Administrator. (Attachment A)

ATTACHMENT C (CONTINUED)

ATTACHMENT A

Employees Responsible for Carrying out Compliance

Amy Hurlbut
Parks and Recreation Coordinator
111 N. Broadway Ave.
Othello, WA 99344
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Othello, WA 99344
(509) 488-6997
tclements@othellowa.gov

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500 E. Main St.
Othello, WA 99344
(509) 488-5686
wfarris@othellowa.gov