

INTERLOCAL AGREEMENT

This is an Interlocal Agreement between the Boone Central Public School ("School"), a political subdivision of the State of Nebraska, and the City of Albion ("City"), a city of the 2nd Class and also a political subdivision of the State of Nebraska. This agreement shall not be binding until it has been approved by the School Board for the School and the City Council of the City of Albion and has been signed by the representatives of each political subdivision.

The City owns and operates a sports complex in the City of Albion and the School wishes to establish a women's softball program as a school activity and to use the facilities at the sports complex that is owned by the City.

The purpose of this Agreement is to make a cooperative action agreement with respect to the use of the facilities by the School. To accomplish this, it is agreed as follows:

1. The two softball fields referred to as Fields A and B at the sports complex will be available to the School from August 1, 2023, to October 31, 2023, for the School's practices and home games.
2. The City will mow and water, as it deems necessary, the grassy area of the fields. The City will also be responsible for dragging the infield on a regular basis. The School will be responsible for the placement of the bases and lining of the fields. The School will be responsible for providing staff for supervision of the practices and umpires for games as needed. The School will also rake and water the infields as necessary after each game.
3. The School agrees to provide insurance coverage for participants in the activities at the facility while under its supervision. The City will be responsible for any injury or damage as a result of the negligence of the City in the maintenance or upkeep of the sports complex.
4. The lights at the facility will be made available by the City to the School for its use and the School will pay a fee for the use of the lights at the City's hourly rate from its electricity supplier for the hours the lights were used during the season.
5. The School will pay a fee at the adopted hourly mowing rate for the City's park employee for all labor and maintenance done by the City for the fields for the School's use.
6. The City has a concession stand located at the facility. The School will have the use of the concession stand for selling concessions if it desires and the concessions will be under the supervision and control

of the School. The School shall do a thorough cleaning of the concession stand at the end of each season. City personnel will do a walk-through of the stand with the operator to determine if the clean-up is acceptable. A \$50 deposit shall be due prior to operations of the concession stand and shall be returned after inspection of the premises.

- 7. The School is responsible for cleaning up all trash created by the items sold by the concession stand following the games/tournaments each day. Trash not picked up by the School will result in a daily fine of \$25 for each day of violation.
- 8. The School appoints Jon Perone as its representative to resolve any matters that may arise during the course of the season that need to be resolved, and the City appoints Andrew Devine as its representative to resolve any matters that may arise during the course of the season.

BOONE CENTRAL SCHOOL

Dated: _____

by: _____
Chairman of the Board

CITY OF ALBION

Dated: _____

by: _____
Mayor