

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF POULSBO AND THE
NORTH KITSAP SCHOOL DISTRICT**

THIS IS AN INTERLOCAL AGREEMENT made and entered into, pursuant to the Inter-local Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between the City of Poulsbo hereafter "COP" and the North Kitsap School District hereafter "NKSD" and collectively referred to as the "parties". This Inter-local Agreement is entered into for the purpose of offering non-sanctioned Washington Interscholastic and Activities Association (WIAA) sports to community youth.

WHEREAS, the COP and NKSD encourage joint ventures in offering non-sanctioned WIAA sports (sailing and lacrosse); and

WHEREAS, the COP and NKSD encourage further development of community sports offerings for youth; and

WHEREAS, the COP and NKSD share a mutual interest in providing their shared jurisdictions with delineation of role relationships and responsibilities for the offerings and delivery of non-sanctioned WIAA sports; and

WHEREAS, each of the parties is a public agency within the meaning of Chapter 39.34 RCW, and have the independent authority to take all action authorized by this Agreement;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the COP and NKSD hereby enter in this Inter-local Agreement to delineate roles and responsibilities of the "parties" in offering sailing and lacrosse to community youth as follows:

- 1) Duration: This agreement shall take effect September 1, 2013 and shall continue thereafter until terminated by either party.
- 2) Administration: This agreement shall be jointly administered by the Director of the Poulsbo Parks and Recreation Department; or his/her designee; the District Athletic Director of the North Kitsap School District; and the Superintendent or designee North Kitsap School District.
- 3) Purpose: The purpose of this agreement is to delineate the terms and conditions under which non-sanctioned WIAA sailing and lacrosse programs will be provided by the City and NKSD at NKSD and City facilities.
- 4) Termination: Either party may terminate this agreement at any time upon giving the other written notice of termination at the end of the program for any given year.

1.0 RESPONSIBILITIES OF EACH PARTY

City of Poulsbo shall:

- 1.1 Provide oversight, administration, and evaluation of sailing and lacrosse programs.
- 1.2 Provide operational budget for each sport.

- 1.3 Hire, supervise, evaluate, and if necessary, terminate coaching staff.
- 1.4 Oversee and supervise through the Parks and Recreation Department Director/designee coaching performance consistent with guidelines established by COP.
- 1.5 Provide payroll administration, accounting, and budget services for programs.
- 1.6 Ensure a standard of care consistent with WIAA sports and NKSD basic eligibility requirements (excluding participation fee) including establishing written rules, record keeping, requiring physical exams, providing protective gear, and requiring parental informed consent forms listing the risks (including death and paralysis) inherent in all activities.
- 1.7 Ensure compliance with U.S. Coast Guard safety requirements including assurance that staff and students have passed basic watercraft safety exams and understand rules and requirements for open water sailing.
- 1.8 Provide a parent consent form identifying the inherent risks and injury exposures of sailing and lacrosse.
- 1.9 Require that parents provide proof of proper medical insurance coverage, notify parents that parents are responsible for the student's medical expenses and require from parents release forms allowing staff, first responders, and medical doctors release to perform emergency medical care.
- 1.10 Require physical examinations required of the participants. A medical doctor's release is required for practice or competition upon returning from an injury.
- 1.11 Require that coaches document practice attendance records and safety training.
- 1.12 Require Washington State Patrol background checks for all staff working with students.
- 1.13 Provide supervision of participants.
- 1.14 Provide list of athletes to receive recognition awards to check for fines prior to awards being given.
- 1.15 Provide their own letter award for lacrosse and sailing that has been pre-approved by NKSD
- 1.16 Submit requests for practice/contest facility via district facility website.
- 1.17 Provide transportation (as required) to practice and/or contests.
- 1.18 Provide program equipment and uniforms as required.

2.0 NORTH KITSAP SCHOOL DISTRICT

NKSD shall:

- 2.1 Upon request, provide field for lacrosse practices and home matches.
- 2.2 Provide district standards for athletic eligibility.
- 2.3 Display promotional posters as requested by program coordinator.
- 2.4 Provide facility scheduling finalized by Facility Scheduling Committee (FSC).

3.0 MODIFICATION OF AGREEMENT

- 3.1 This Agreement may be amended at any time by written agreement of the duly authorized representative of the parties.

4.0 HOLD HARMLESS AND INDEMNITY AGREEMENT

Indemnification / Hold Harmless

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages caused by each party's own negligence according to the following terms:

The City of Poulsbo (the indemnitor) agrees to defend, indemnify and save harmless North Kitsap School District, Poulsbo, Washington (the indemnitee), their board, officers, agents and employees, from and against all loss or expense including, but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the indemnitor. Furthermore, The North Kitsap School District (the indemnitor) agrees to defend, indemnify and save harmless the City of Poulsbo (the indemnitee), their council, officers, agents and employees, from and against all loss or expense including, but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the indemnitor. Such claims for damages or other relief include, but are not limited to those for personal or bodily injury including death from such injury, property damage, torts, defamation, and penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.0 INSURANCE

Insurance

Each party shall provide a *Certificate of Insurance* evidencing:

Commercial General Liability coverage written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Each party reserves the right to receive a certified copy of all required insurance policies.

Insurance coverage shall be obtained by City of Poulsbo with responsible insurers. The coverage shall be for damages because of personal or bodily injury, including death resulting from such injuries, damage to loss of use of property, and other coverage customarily maintained for high school athletic programs to the extent that such insurance can be secured and maintained at reasonable cost.

6.0 NONDISCRIMINATION

The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.

7.0 AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the parties during the term of the Agreement and for three years after termination.

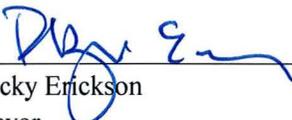
8.0 ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY OF POULSBO

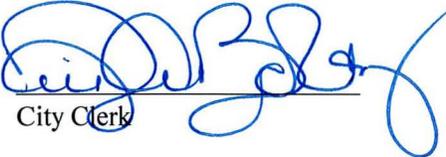
NORTH KITSAP SCHOOL DISTRICT



Becky Erickson
Mayor

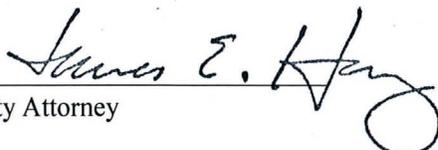
Patty Page
Superintendent

Attest:



City Clerk

Approved as to form:



City Attorney

NKSD School District Attorney

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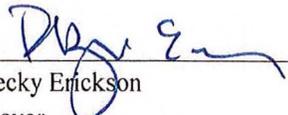
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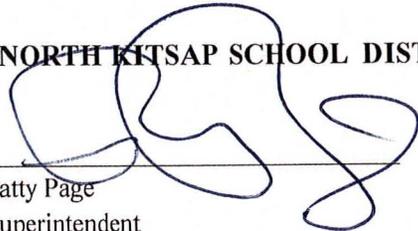
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CITY OF POULSBO

NORTH KITSAP SCHOOL DISTRICT



Becky Erickson
Mayor



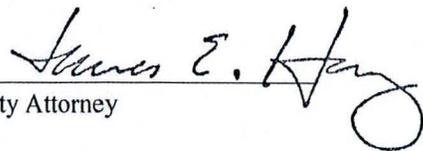
Patty Page
Superintendent

Attest:



City Clerk

Approved as to form:



City Attorney

NKSD School District Attorney

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: North Kitsap School District – Non-Sanctioned Washington Interscholastic and Activities Association (WIAA) Sports (ILA)

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the City Council: 10/16/2013
- (X) Completion: Until Terminated
- (X) Recorded: Posted to Web Site

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

Jill A. Boltz
City Clerk

November 4, 2013
Date