

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 642**

A RESOLUTION authorizing the Mayor to sign a Facility Use Agreement with the Washington State University Yakima County Cooperative Extension 4-H Program.

WHEREAS, the Yakima County Cooperative Extension 4-H Program wishes to develop and use a portion of the Ahtanum Youth Activities Park as the 4-H Ropes Challenge Course;

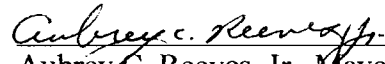
WHEREAS, the City of Union Gap is able to provide a portion of the Youth Park for use as the 4-H Youth Ropes Challenge Course;

WHEREAS, City Council previously authorized the Mayor to sign an agreement with the WSU Yakima County Cooperative Extension 4-H Program, but WSU now seeks to make certain non-substantive changes to the agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

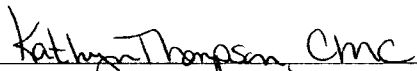
The Mayor is authorized to sign a Facility Use Agreement with the Washington State University Yakima County Cooperative Extension 4-H Program for its use of a portion of Ahtanum Youth Park for the development and use of the 4-H Ropes Challenge Course.

PASSED this 13th day of November, 2006.


Aubrey C. Reeves, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:


Kathryn Thompson, CMC, City Clerk


Robert F. Noe, City Attorney

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**FACILITY USE AGREEMENT
BETWEEN
THE CITY OF UNION GAP PARKS DEPARTMENT
AND
WASHINGTON STATE UNIVERSITY
YAKIMA COUNTY EXTENSION
4-H PROGRAM**

THIS FACILITY USE AGREEMENT (the "Agreement") is made by and between the CITY OF UNION GAP PARKS DEPARTMENT, hereinafter called the CITY, and WASHINGTON STATE UNIVERSITY, acting by and through its YAKIMA COUNTY EXTENSION 4-H PROGRAM, hereinafter called WSU/4-H, upon the following terms and conditions:

1. DESCRIPTION OF PREMISES:

Upon execution of this Agreement, WSU/4-H shall have the right to develop and use, as a 4-H Ropes Challenge Course, the area of the Youth Activities Park designated on the map appended hereto as "Attachment A" and incorporated herein by reference (hereinafter the "COURSE"), as well as all roads necessary for ingress and egress and those parking lots adjacent to said COURSE and designated in "Attachment A" as parking (collectively, the "PREMISES").

2. USE OF PREMISES:

- a. In exchange for WSU/4-H's agreement to bear the costs of developing and constructing the COURSE, WSU/4-H shall have the right to use the PREMISES free of charge during regular park hours as established by the CITY.
- b. WSU/4-H shall have the right to conduct COURSE classes on the PREMISES, together with all activities incidental thereto.
- c. The CITY reserves the right, after consultation with WSU/4-H, to delay and/or cancel the use of the COURSE if severe ground conditions will not adequately support the activity or poses an immediate danger or may cause long-term damage to the facility.
- d. Consideration will be given to weather conditions and use in determining delays or cancellations. If possible, the CITY will give at least ten days notice to WSU/4-H prior to any delays or cancellations.

3. MOWING:

The COURSE and the surrounding area will be mowed and maintained by the CITY on a regular basis and there will no charge to FOUNDATION or WSU for this service. If WSU/4-H requests an extra mowing, the CITY shall mow the area for WSU/4-H and bill WSU/4-H at the CITY'S standard rate.

4. IRRIGATION:

Irrigation shall be provided by the CITY as needed on event days between the hours of 9:00 p.m. and 5:00 a.m.

5. ACCESS TO BREAKER PANELS:

A key shall be given to the WSU/4-H facilitator to allow access to the electrical breaker panels at the pump house on the PREMISES, to allow the 4-H facilitator to reset any tripped breaker during WSU/4-H's use of the PREMISES.

6. WSU/4-H RESPONSIBILITIES:

- a. *Development Plans:* Provide detailed construction site plans to the CITY for written approval before the construction of any component of the project.
- b. *Construction:* Supply all the labor and materials to construct the COURSE in accordance with the CITY-approved site plan.
- c. *Supervision:* Assure a certified Challenge Ropes Course Instructor is on site at all times the COURSE is being used by WSU/4-H.
- d. *Maintenance and Operations:* Maintain and repair in a competent manner all the physical components which make up the COURSE to insure all the structures and equipment are in good working order.
- e. *Scheduling:* To avoid conflicts with other scheduled Park activities, WSU/4-H shall coordinate COURSE class schedules through the CITY.
- f. *Equipment/Storage:* Be completely responsible for all WSU/4-H equipment stored at the park or on the PREMISES, unless such equipment is damaged or lost due to the negligence of the CITY.

7. DUMPSTERS/LITTER PICKUP:

- a. The CITY shall supply sufficient litter receptacles for the disposal of all litter and garbage on the PREMISES.
- b. Litter Control: WSU/4-H shall provide sufficient volunteers to pick up all litter on the COURSE, parking areas and adjacent areas and place it in the litter receptacles provided. At the end of each scheduled day's activities, WSU/4-H volunteers will do a litter sweep of the area.
- c. If the WSU/4-H volunteers fail to pick up the litter associated with the designated area of use, the CITY shall pick up the litter for WSU/4-H and bill WSU/4-H at the CITY'S standard rate.

8. PARK RULES:

- a. WSU/4-H will advise all COURSE participants, instructors and supervisors of the park rules, a copy of which have been provided to WSU/4-H.
- b. Specific emphasis must be made to the 10 MPH speed limit and the "no parking on grass" rule.
- c. Parking must be in designated parking areas only.
- d. The Parking Fee shall apply to all vehicles entering the park.

9. LIABILITY:

- a. WSU is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and claims against Washington State University and its employees, officers, and agents in the performance of their duties and this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Such claims must be filed with the Division of Risk Management for processing according to statute.

- b. WSU shall maintain public liability and employee insurance covering bodily injury and property damage in the sum of not less than \$1,000,000 single limit liability coverage. Said policies of insurance shall name the City of Union Gap and their officers and employees as an additional insured. A certificate of insurance of said policy shall be delivered to the City of Union Gap Public Works Director, or his designee prior to the commencement of this Agreement. If the coverage runs out, or is cancelled, this Agreement is therewith cancelled.
- c. Each party agrees to be responsible for liability resulting from the negligent acts and omissions of its own officers, employees, and agents.

10. INDEMNIFICATION:

WSU/4-H shall, to the extent allowed by law, indemnify and hold harmless the City of Union Gap, its agents and employees, from any and all liability, litigation, damage, loss, injury, expense or costs to any property, person or persons arising out of WSU/4-H's negligent acts and omissions in its performance of this Agreement.

11. DAMAGES:

If any repair, or restoration work, is needed on the PREMISES as a result of WSU/4-H's use, the work shall be charged at CITY'S standard rates and billed directly to WSU/4-H as an extra cost.

12. ASSIGNMENT-SUBLETTING:

This Agreement and the use of the COURSE, adjacent areas, designated parking, and restrooms shall be for the exclusive use and benefit of WSU/4-H. The rights and obligations under this Agreement cannot be transferred, shared, or assigned by either party without the expressed written consent of the other party.

13. TERMINATION:

This Agreement may be terminated by either party for any reason by giving at least thirty (30) days notice in writing to the other party. Upon termination, WSU/4-H shall surrender the PREMISES back to the CITY in satisfactory condition, normal wear and tear excepted, and remove all course equipment and wires with the exception of any permanently attached obstacles.

14. ADDITIONAL CONSIDERATION:

WSU/4-H, and its employees, authorized agents and volunteers, shall be responsible for moving or removing tables, barbecues, etc., from any other area in the park reserved for another group, or taking over any area of the park reserved for another group, which causes another group to be unable to use its reservation, and shall result in WSU/4-H being charged an extra cost, to include the fee for the reservation area, plus the reservation area set-up costs, and paperwork fees involved to reserve the area for another group.

15. EXIT INTERVIEW:

Either the CITY or WSU/4-H may request an exit interview as soon as possible, and not later than one (1) week following the season's use, to review the use during the season and to prepare for subsequent events.

16. NOTICES:

All official notices required under this Agreement shall be given as follows:

WSU of Yakima County
Attn: Christine Jackson
128 North 2nd Street, Room 233
Yakima, WA 98901-2631

City of Union Gap
Attn: Public Works Department
102 W. Ahtanum Road
Union Gap, WA 98903

17. EFFECTIVE DATE/DURATION:

This Agreement shall be effective as of December 1, 2006, and shall continue thereafter until terminated by either party in accordance with the provisions of Section 13 of this Agreement.

18. ENTIRE AGREEMENT/MODIFICATIONS:

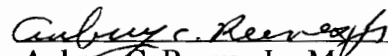
No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Oral understandings or agreements, not incorporated herein, shall not be binding, and this writing constitutes the complete and final agreement of the parties with respect to the subject matter hereof.

WSU, Yakima County Extension

City of Union Gap


WSU of Yakima County
Yakima County Director

12-15-06
Date

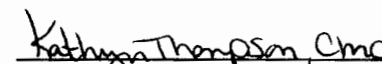

Aubrey C. Reeves Jr., Mayor

Washington State University

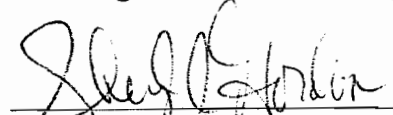
Attest:


Danette Kriehn
Contracts Manager

11/8/07
Date


Kathryn Thompson, CMC, City Clerk

Washington State University


Assistant Attorney General

1-5-09
Date


Associate Dean and Associate Director