

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. 847**

A **RESOLUTION** authorizing the Mayor to sign a Facility Use Agreement with the Union Gap School District for the use of Cahalan Park.

**WHEREAS**, the Union Gap School District has been using the City's Cahalan Park for school sponsored youth baseball games and practices under an agreement between the School District and the City;

**WHEREAS**, the City wishes to continue to promote youth activities within Cahalan Park;

**WHEREAS**, it is the desire of the City to renew its agreement with the School District for the use of the Park;

**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 Union Gap School District for use of Cahalan Park.

**PASSED** this 25<sup>th</sup> day of January 2010.

\_\_\_\_\_  
Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathryn Thompson, CMC, City Clerk

\_\_\_\_\_  
Robert F. Noe, City Attorney

**CITY OF UNION GAP  
and  
UNION GAP SCHOOL DISTRICT NO. 2  
SPRING 2010**

*Facility Use Agreement*

THIS AGREEMENT is made and dated this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF UNION GAP, hereinafter called the CITY, and the UNION GAP SCHOOL DISTRICT NO. 2 hereinafter called the DISTRICT, upon the following terms and conditions:

1. PREMISES:

Upon approval of this agreement, the DISTRICT shall have the right to use the area of CAHALAN PARK designated on the map attached hereto as Attachment "A", which includes the use of a baseball field, designated restrooms, roads necessary for ingress and egress, and a parking lot adjacent to the baseball field and designated on the attached map as baseball parking for Spring of 2010 School League sports practices and games subject to the provisions herein.

2. DURATION:

The DISTRICT shall have permission to use Cahalan Park from 2:00 p.m. to 8:00 p.m., March 15 through May 14, 2010.

- a. The DISTRICT shall have permission to conduct MVMLAAL Official League, and WIAA sanctioned baseball practices and games together with all activities incidental thereto. A schedule of practices and games is attached hereto as Attachment "D"; the schedule of practice and games is subject to the provisions found in provision 15(e) below.
- b. The DISTRICT shall vacate the fields by 8:00 p.m. All fields and parking areas shall be cleared of trash and garbage. The DISTRICT shall ensure that all trash/garbage is picked up and placed into containers provided by the CITY.

3. MOWING:

The CITY shall mow the baseball field no earlier than Monday and no later than Thursday, before the scheduled event. If the DISTRICT requests an extra mowing on Friday the CITY shall mow the field for the rate of \$54.00 per hour of mowing, to cover the labor and equipment costs.

4. IRRIGATION:

Irrigation shall be provided as needed between the hours of 8:00 p.m. and 6:00 a.m. prior to the days of baseball play.

5. TOILET & HAND WASHING FACILITIES:

The CITY shall designate toilet facilities (see Attachment "A") adjacent to the Baseball field for the DISTRICT's use; said facilities shall be clean and stocked. Should usage of the toilet facilities exceed its designed capacity, one to two sani-cans/porta-potties may be required to be provided by the DISTRICT and placed adjacent to baseball field activities with permission for the location obtained from the CITY. Cost of providing and maintaining the sani-cans/porta-potties shall be borne by the DISTRICT.

6. RECREATION VEHICLE (RV) PARKING / CAMPING:

RV camping is not authorized under this agreement.

7. DUMPSTERS / LITTER PICKUP:

The CITY will furnish garbage containers next to the designated baseball field, parking lot and adjacent areas. If the DISTRICT fails to pick up the litter around the associated baseball field and parking lot, the CITY shall pick up the litter. This extra service shall be charged at the standard rate and billed directly to the DISTRICT as an extra cost under this agreement.

8. LOST AND FOUND:

Any items found on the field can be placed in the storage facility by the DISTRICT volunteers. The CITY staff shall check the storage facility and move the items to the CITY'S lost and found storage.

9. CONCESSION FEES:

Concession sites are not authorized under this agreement.

10. LIABILITY:

The DISTRICT shall secure 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 on the liability policy. A binder of the original said policy shall be delivered to the Public Works Director of the CITY, or his designee no later than fourteen (14) days before the first practice. If the coverage runs out, or is cancelled, this agreement is therewith cancelled.

11. INDEMNIFICATION:

The DISTRICT shall defend, indemnify and hold harmless the City of Union Gap, its agents and employees, from any and all liability, litigation, damage, loss, injury, expense or cost arising out of this agreement or the use of Cahalan Park to any property, person or persons.

12. PAYMENT:

Payment for facility use is not identified under this agreement. Payment for additional services, if any, shall be paid within thirty (30) days upon receipt of billing from the CITY. Attached, hereto as Attachment "B", is a schedule of costs for additional services.

13. DAMAGES:

If any repair or restoration work is needed on the field, as a result of baseball practice or games, the work shall be charged at standard rates and billed directly to the DISTRICT as an extra cost.

14. ASSIGNMENT-SUBLETTING:

This agreement shall be for the exclusive use and benefit of the DISTRICT for use of the baseball field, adjacent areas, designated parking and restrooms. It cannot be transferred, shared or assigned without the expressed written consent of the CITY.

15. ADDITIONAL CONSIDERATION:

- a. The DISTRICT shall have the use of the designated parking area as shown on Attachment "A". It is the responsibility of the DISTRICT to keep its members from using undesignated/unauthorized parking areas.
- b. If the baseball activities, planned by the DISTRICT, include a series of games or a tournament, the CITY must be so notified in advance and a separate agreement must be prepared prior to the tournament.
- c. The DISTRICT is responsible for advising all members of the park rules and regulations. The DISTRICT agrees to abide by all CITY ordinances governing the use of Cahalan Park.
- d. The DISTRICT will be responsible to leave the baseball field, restroom facilities, parking lot, and all adjacent areas as it was upon the start of each and every individual facility use. This includes, but is not limited to, regular baseball maintenance of the dirt infield, pitcher's mound, catcher's/home plate and dugouts.
- e. This Agreement is subject to the attached Facility Use Agreement between the City of Union Gap and Brooklyn Baseball Club of Yakima dated January 1, 2008. A copy of that Agreement is attached hereto as Attachment "C" and it requires, among other things that the DISTRICT coordinate with the Brooklyn Baseball Club of Yakima on the scheduling of facility use.
- f. A portion of the designated storage facility shall be available for DISTRICT equipment. The DISTRICT is responsible for said storage facility and all DISTRICT equipment at the park in conjunction with Brooklyn Baseball Club of Yakima's use. The DISTRICT is responsible for maintaining this area in a clean and organized manner.
- g. The DISTRICT shall work with Brooklyn Baseball Club of Yakima in the scheduling of practices and maintenance of the field at Cahalan Park.
- h. In the event that traffic flows entering and exiting the park become a safety concern, the CITY will exercise the right to activate a traffic flagging plan consisting of at least one certified flagger. The cost of said flagger shall be the standard rate and borne by the DISTRICT and billed as Additional Charges under this agreement.

16. EXIT INTERVIEW:

The CITY shall contact the DISTRICT as soon as possible, and no later than one (1) week following the last facility use, to review the facility use and prepare for possible subsequent events.

17. NOTICES:

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

Union Gap School District  
Attn: Kurt Hilyard, Superintendent  
3200 S. 2<sup>nd</sup> Street  
Union Gap, WA 98903

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

18. VERBAL AGREEMENT:

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. This writing constitutes the complete and final agreement of the parties with respect to the subject matter hereof.

**Union Gap School District No. 2**

**City of Union Gap**

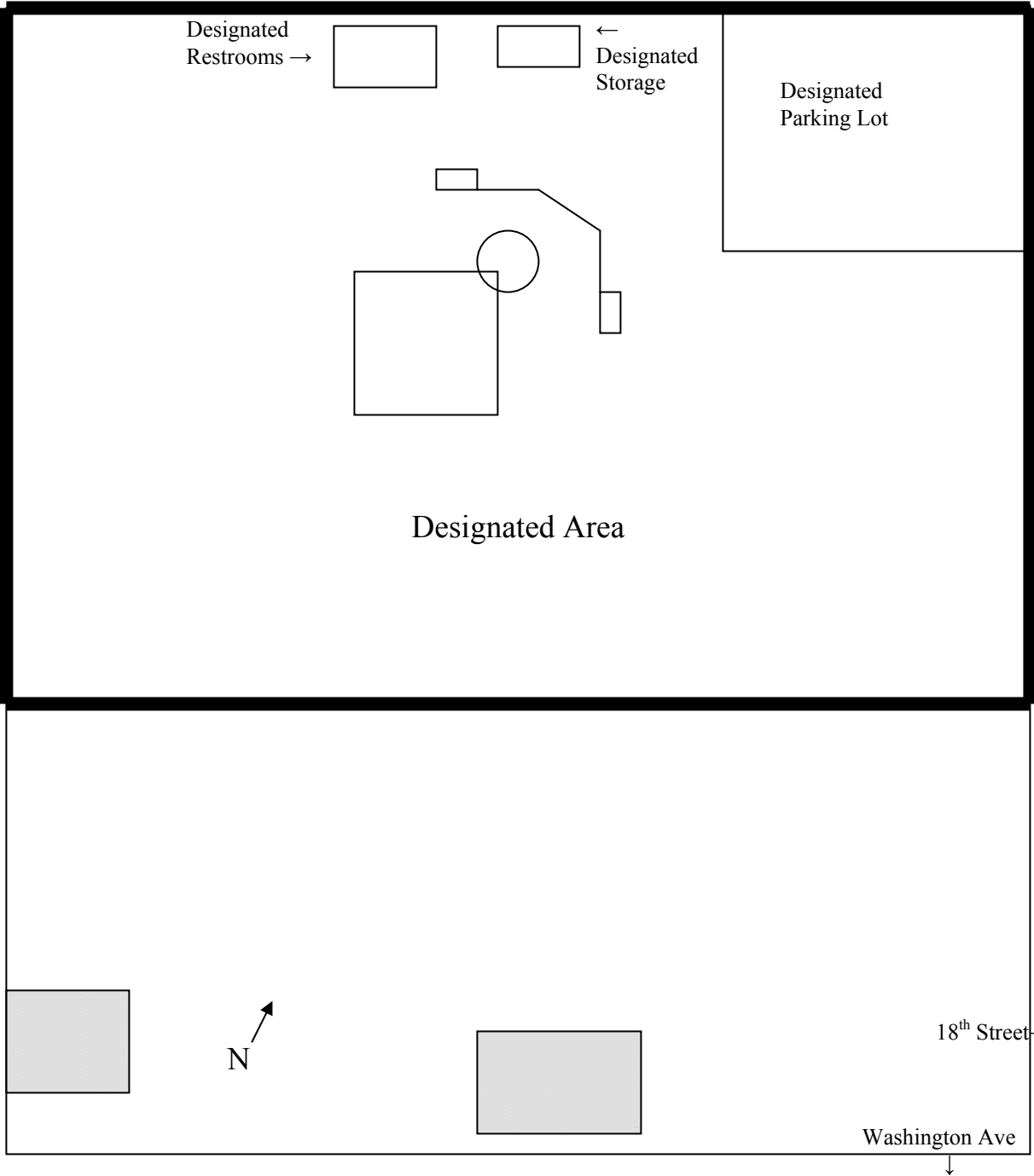
\_\_\_\_\_  
Kurt Hilyard; Superintendent

\_\_\_\_\_  
Jim Lemon, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Union Gap School District No. 2**  
2010  
*Map of Cahalan Park*



**Union Gap School District No. 2**  
 2010  
*Detail of Additional Charges*  
 (If applicable)

**Following the 2010 Spring Baseball Season:**

Additional Charges for Services ~ <i>March, April, May 2010</i>	_____	X	\$54.00	hr	\$	_____
*Charges for Flagging Services ~ <i>March, April, May 2010</i>	_____	X	\$54.00	hr	\$	_____
Additional Mowing ~ <i>March, April, May 2010</i>	_____	X	\$54.00	hr	\$	_____
Repair and Replacement Cost ~ <i>March, April, May 2010</i>	_____		Actual Price		\$	_____
<b>TOTAL</b> ( <i>to be paid by June 30, 2010</i> )	_____				\$	_____

## Facility Use Agreement Cahalan Park

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the CITY OF UNION GAP, a municipal corporation, hereinafter referred to as "CITY" and BROOKLYN BASEBALL CLUB OF YAKIMA, a non-profit corporation, hereinafter referred to as "BROOKLYN"

WITNESSETH:

For and consideration of the terms and conditions hereof CITY does hereby permit use of its Cahalan Park facility, described more fully in the attached Exhibit "A" situated in the City of Union Gap, County of Yakima, State of Washington for the purpose herein enumerated.

1. **TERM:** The term of this use agreement shall be for a period of eight years commencing on January 1, 2008 and ending on December 31, 2015.

2. **BROOKLYN'S AGREEMENT TO MAKE IMPROVEMENTS TO CAHALAN PARK:** In consideration for the use of Cahalan Park for Brooklyn activities, more fully described below, Brooklyn covenants and agrees to renovate and improve the Cahalan Park facility as follows:

Utilizing its own financial resources BROOKLYN will construct a "Professional Baseball Field" with adjustable base paths to accommodate youth baseball requirements for ages 11 through 18. The base paths shall be adjustable from 70, 80, and 90 feet. The pitching mound distance shall be adjustable from 50, 54, and 60.6 feet. The construction shall include a multipurpose backstop, two covered player dugouts, cut-out base paths, a batter's box, a catcher's box, pitcher's mound, and adjustable infield areas. Fencing shall also be provided if required by the CITY.

3. **BROOKLYN'S USE OF THE CAHALAN PARK FACILITY:** BROOKLYN'S use of the Cahalan Park facility shall be solely for the purpose of conducting baseball practices. BROOKLYN'S use of the Cahalan Park facility is subject to the following agreements:

A. **Use During Baseball Season** – BROOKLYN will use the facility for its league's teams practices. The Union Gap Sports Commission and Union Gap Junior High School baseball teams will also have access to the facility to schedule practices. These teams will work through BROOKLYN to schedule time at the facility for field use. BROOKLYN shall exercise best efforts to ensure that facility use is equitably distributed. A monthly schedule will be posted on the storage facility located at Cahalan Park. BROOKLYN, in conjunction with the CITY, will offer a free baseball clinic available to children residing within the CITY. BROOKLYN'S baseball season runs from March through October each year. During the summer months BROOKLYN will also conduct day time youth clinics on the field.

B. **Additional Provisions Related to BROOKLYN'S use of Cahalan Park.** The parties agree that in addition to the contributions identified above, the following also apply to this use agreement:

i. **Payment.** BROOKLYN agrees to pay the City a nominal \$10.00 per year for use of the facility.

ii. **Field Maintenance.** BROOKLYN shall maintain the infield areas of the baseball field; including cutting the grass within the infield. The CITY shall maintain and mow the remainder of Cahalan Park and shall provide water to the entire facility. The City will mow the outfield once a week. If BROOKLYN requires more frequent mowing, it shall compensate the CITY at the rate of \$54 per hour for mowing beyond the regularly scheduled weekly mowing. CITY agrees to adjust directional water flow from the current sprinkler system to provide for maximum coverage of the field area as may be requested by BROOKLYN. The CITY shall provide adequate garbage cans, dumpsters, and disposal services. BROOKLYN shall be responsible to ensure that the facility is kept clean of garbage and debris, particularly following any of the events it schedules at the facility.

iii. General upkeep of the Facility. The City shall remain responsible for general upkeep of the facility and shall continue to maintain the plumbing and electrical systems for the facility, including the plumbing and electrical for the bathrooms and maintenance/storage shed. The City shall supply a 1 and ¼ yard garbage dumpster at the facility. If BROOKLYN requires a larger dumpster, it shall pay the CITY the difference in the cost of a 1 and ¼ dumpster and a larger dumpster.

iv. Bathrooms and Maintenance/Storage Buildings. BROOKLYN will maintain a key to both structures to ensure security. The storage structure shall be used only for the storage of field maintenance equipment and for bathroom cleaning supplies and other supplies. BROOKLYN will maintain security and cleanliness of both the storage structure and the bathrooms. This includes, but is not limited to, painting the structures, cleaning the structures, and providing necessary locks to maintain security. BROOKLYN will conduct everyday inspections of the structures. If BROOKLYN installs additional locks, the CITY will be provided with keys for the same.

v. Parking. Based on its experience offering baseball practices at various facilities, BROOKLYN believes that the current parking available at Cahalan Park is sufficient for its needs. In the event that parking is not sufficient or in the event that the City receives complaints concerning parking, the parties will meet to confer with respect to the handling of those parking issues and the parties will negotiate in good faith to resolve any issues.

C. Compliance with CITY ordinances and park rules – BROOKLYN agrees to abide by all designated park rules and CITY ordinances governing the use of Cahalan Park.

D. Improvements/City Approval. BROOKLYN proposes to make the improvements to the facility as indicated above. BROOKLYN shall not make any improvements to the facility without the authorization of the CITY and without first procuring any permits that may be necessary. Any improvements made by BROOKLYN to Cahalan Park shall become the property of the CITY upon termination and/or expiration of this Agreement. All improvements shall remain at Cahalan Park unless the CITY asks BROOKLYN to remove them.

4. WATER AND TAXES: CITY will pay all irrigation expense, all irrigation and drainage assessments assessed against the Cahalan Park facility during the term hereof and at CITY'S own cost and expense to provide all necessary labor, materials, supplies and equipment necessary to properly maintain the park and leased premises. CITY will pay all taxes but is not responsible to BROOKLYN or liable for any damages that may result from shortage of water from any cause.

5. CONDITION OF PREMISES: BROOKLYN agrees to use Cahalan Park for the purposes enumerated herein. BROOKLYN shall take all reasonable measures to ensure that the Cahalan Park facility is not damaged in any manner except for reasonable wear and tear. BROOKLYN shall be responsible for any damage caused as the result of the actions or omissions of its employees, representatives, and agents with respect to the use of the Cahalan Park facility. BROOKLYN shall be responsible for any damage to the Cahalan Park facility as the result of the actions or omissions of any of the participants to the baseball games and practices sponsored by BROOKLYN.

6. LIENS: BROOKLYN agrees not to allow or permit any liens to attach to the CITY'S interest in Cahalan Park.

7. INDEMNIFICATION AND HOLD HARMLESS and INSURANCE:

A. BROOKLYN hereby agrees to indemnify and hold harmless the CITY on account of any claims, damages, actions or causes of action, or any liability whatsoever on account of or resulting from the use of Cahalan Park during BROOKLYN activities conducted during the term of this Agreement. Said agreement includes indemnification for any costs of litigation and reasonable attorneys fees that may be incurred by the CITY.

B. BROOKLYN shall keep in effect at all times during the term of this Agreement, liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. The CITY shall be named as an additional insured on the liability policy. BROOKLYN shall provide the CITY, on an annual basis, a copy of said liability insurance policy.

8. ASSIGNMENT AND SUB-LEASE: This Agreement is personal to BROOKLYN and shall not be transferred. Further, no portion of Cahalan Park may be sub-let to any person, firm or corporation without written consent of the CITY being first obtained.



State of Washington )  
 ) ss.  
County of Yakima )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he/she signed this agreement as \_\_\_\_\_ of the BROOKLYN BASEBALL CLUB and certified that he/she is authorized to act on behalf of the BROOKLYN BASEBALL CLUB for the uses and purposes mentioned in this instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Union Gap School District No. 2  
2010  
*Baseball Practice and Game Schedule*

**Practices**

- March 22, 2010 to May 5, 2010
- Monday thru Friday, 3:30 p.m. to 5:30 p.m.

**Games held at Cahalan Park**

- Thursday April 15, 2009
- Thursday April 22, 2009
- Thursday April 29, 2009
- Thursday May 6, 2009

All games start at 4:00 p.m. and the duration are approximately two hours.