



Agenda
Parks and Recreation Commission Meeting
Thursday, February 13, 2020
City Hall Council Chambers | 625 Swift Boulevard

Commission Members: Chair Gutierrez, Vice-Chair Doran and Commissioners Andrews, Berry, Buel, Greer, Richards, Slougher, and White

Liaisons: Council Liaison Kent
Staff Liaison: Parks and Public Facilities Director Schiessl

Regular Meeting - 7:00 p.m. (City Hall Council Chambers)

Welcome

Pledge of Allegiance

Roll Call

Approval of Agenda: (Approved by Motion)

Approval of the February 13, 2020 Parks and Recreation Commission Meeting Agenda

Approval of Minutes: (Approved by Motion)

Approval of the December 12, 2019 Parks and Recreation Commission Meeting/Special Workshop Minutes

Council Liaison Report:

Recreation Report:

Parks & Public Facilities Report:

Public Comments:

Presentations:

Unfinished Business:

New Business:

1. Tri-Cities Girls Fastpitch Softball Association Facility Use Agreement
- Joe Schiessl, Parks & Public Facilities Director
2. 2020 Parks and Recreation Commission (P & RC) Goals
- Joe Schiessl, Parks & Public Facilities Director

Commission Comments:

Adjournment

The next Parks and Recreation Commission Workshop is Thursday, February 27, 2020
The next Parks and Recreation Commission Meeting is Thursday, March 12, 2020

This meeting is broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



PARKS AND RECREATION COMMISSION AGENDA ITEM COVERSHEET

Meeting Date: 2/13/2020

Agenda Category: Approval of Minutes

Prepared By:

Subject:

Approval of the December 12, 2019 Parks and Recreation Commission Meeting/Special Workshop Minutes

Department:

Parks & Public Facilities

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

1. 2019.12.12 Parks and Recreation Commission Meeting Minutes



MINUTES

Richland Parks and Recreation Commission

Meeting/Special Workshop

City Hall, Council Chamber – 625 Swift Boulevard

Thursday, December 12, 2019 ~ 7:00 p.m.

CALL TO ORDER:

Vice Chair Doran called the meeting to order at 7:00 p.m.

ATTENDANCE:

Vice Chair Doran and Commissioners Andrews, Berry, Buelt, Greer, Richards and Sloughter were present. Chair Gutierrez and Commissioner White were absent. Also in attendance were Parks and Public Facilities Director Schiessl, Parks and Recreation Manager Jackson and Council Liaison Kent.

APPROVAL OF THE DECEMBER 12, 2019 AGENDA:

Commissioner Berry **moved** to approve the December 12, 2019 Parks and Recreation Commission meeting agenda. Commissioner Buelt **seconded** the motion. Motion approved 6-0.

APPROVAL OF THE OCTOBER 10, 2019 MEETING MINUTES:

Commissioner Buelt **moved** to approve the October 10, 2019 Parks and Recreation Commission meeting minutes. Berry **seconded** the motion. Motion approved 6-0.

COUNCIL LIAISON REPORT:

Council Liaison Kent presented the Council Liaison Report. Subjects included: Benton County Animal Control experience and shared information on the organizations dog walking program.

RECREATION REPORT:

Parks and Recreation Manager Jackson presented the Recreation Report. Subjects included: Special Olympics Washington (SOWA) event, Winter Wonderland event information, January through April Activity Guide availability for view on the website.

PARKS AND FACILITIES REPORT:

Parks and Public Facilities Director Schiessl

Subjects included: Publically thanked the Parks and Recreation Commission, Council Liaison Kent and staff for all their time and contributions to another great year. Welcomed Stacy Jackson, the Parks and Public Facilities Contracts Administrator.

PUBLIC COMMENTS:

None. Public comment closed at 7:11 p.m.

PRESENTATIONS:

1. Proclamation of Appreciation: 2019 Community Volunteers

Vice Chair, Nancy Doran

WHEREAS, the City operates a number of public recreational, cultural and athletic programs
for the benefit of citizens; and

WHEREAS, volunteers are an essential component of the City's programs; and

WHEREAS, volunteers for City programs are exceedingly generous with their time; and

WHEREAS, The City continues to rely on the efforts of volunteers; and

WHEREAS, in 2019 the City hosted the following events that benefitted from volunteer service: Hotcakes & Egg Hunt with Hoppy, Tri-Cities Geocoin Challenge, grind19 Skateboard and Scooter Competition, See3Slam 3 on 3 Basketball Tournament, Youth NFL Flag Football League (Spring and Fall), Youth Basketball League, Atomic Frontier Day, Fall Carnival, Winter Wonderland, and the Richland Walks series.

NOW, THEREFORE, the Parks and Recreation Commission hereby recognizes the extraordinary efforts of our 2019 community volunteers and encourages all citizens to show appreciation for their tremendous efforts.

2. Richland Lacrosse Club

President of Richland Lacrosse Club, Angie Matheson

Matheson provided information on Richland Lacrosse Club and also on the club's request for installation of a multi-purpose wall on the east end of the basketball court at Badger Mountain Park. Matheson provided documents with a design, installation, location, cost of materials and maintenance cost information.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

1. 2020 Lodging and Tax Projects

Council recently awarded Lodging Tax Grants to projects that will improve Richland parks. Each grantee presented their projects to the Parks and Recreation Commission prior to implementation. Presentations only no motion was needed for these presentations.

- a. Tri City Kart Club
Darrell Herling, Board Member
- b. Richland National Little League
Scott Revell, League President
- c. Friends of Badger Mountain
David Comstock, Board Member

2. 2020 Parks and Recreation Commission Chair and Vice Chair Election

Each year the Parks and Recreation Commission is expected to elect a Chair and Vice Chair. The Parks and Recreation Commission will entertain nominations and elect officers. Terms will be effective January 1, 2020.

Vice Chair Doran **moved** to nominate Maria Gutierrez as the Chair for the 2020 Parks and Recreation Commission. Commissioner Andrews **seconded** the nomination. Motion passed 7-0.

Commissioner Andrews **moved** nominate Nancy Doran as the Vice Chair for the 2020 Parks and Recreation Commission. Commissioner Buelt **seconded** the nomination. Motion passed 7-0.

2020 Parks and Recreation Commission Chair – Maria Gutierrez
2020 Parks and Recreation Commission Vice Chair – Nancy Doran

PARKS AND RECREATION COMMISSIONER COMMENTS:

Commissioner Berry: Thanked all the organizations for attending the meeting and also for presenting.

Commissioner Andrews: Thanked everyone for coming and was excited to hear more about all the projects that will happen in the city.

Commissioner Buelt: Updated all with his and Commissioner Berry's involvement with the Downtown Connectivity Study.

Commissioner Slughter: Thanked all the presenters for coming and also mentioned how he enjoys the lights at John Dam Plaza, Winter Wonderland.

Vice Chair Doran: Recognized Recreation Coordinator, Jen Davis and the Tri-Cities Geocoin Challenge Committee, for receiving the 2019 Kris Watkins Tourism Champion of the Year. Doran also recognized the downtown walkability and very pleased with the improvements to the Urban Greenbelt Trail.

ADJOURNMENT:

Meeting adjourned at 8:01 p.m.

Reviewed by: Joe Schiessl, Parks and Public Facilities Director

Approved by: _____
Chair Maria Gutierrez, Richland Parks and Recreation Commission



PARKS AND RECREATION COMMISSION AGENDA ITEM COVERSHEET

Meeting Date: 2/13/2020

Agenda Category: New Business

Prepared By: Joe Schiessl, Parks & Public Facilities Director

Subject:

Tri-Cities Girls Fastpitch Softball Association Facility Use Agreement

Department:

Parks & Public Facilities

Recommended Motion:

I move that the Parks and Recreation Commission recommend that the Richland City Council authorize the attached Facility Use Agreement with the Tri-Cities Girls Fastpitch Softball Association.

Summary:

The City utilizes Facility Use Agreements (FUA) to detail the expectations and availability of City-owned athletic fields to sports associations. The City has entered into new Facility Use Agreements with the Richland Lacrosse Club, Richland National Little League and Greater Richland Little League. Tonight's FUA for consideration is with the Tri-City Girls Fastpitch Softball Association (TCGFSA).

The current FUA template was developed by the Parks and Recreation Commission in 2018 and the terms and conditions of the TCGFSA FUA under consideration are consistent with the other recent agreements.

Fiscal Impact:

The FUA includes TCGFSA expenses based on the City's adopted fee schedule and market based rental rate of a City-owned storage building.

Attachments:

1. TCGFSA FUA Combined&Approved(with updates)



CITY OF RICHLAND

FACILITY USE AGREEMENT

Re: Columbia Playfield Softball Fields 1-4

THIS FACILITY USE AGREEMENT is entered into this ____ day of ~~January~~February, 2020, by and between the **City of Richland**, a Washington municipal corporation located at 625 Swift Blvd., Richland, Washington 99352 ("**City**"), and **Tri Cities Girls Fastpitch Softball Association**, a Washington non-profit corporation with service at 1961 Forest Avenue, Richland, Washington 99352 ("**TCGFSA**"). The **City** and **TCGFSA** are referred to collectively herein as the "Parties."

WITNESSETH:

1. **Purpose.** The purpose of this agreement is to support Tri Cities Girls Fastpitch Softball Association in providing youth recreational activities in Richland to enhance the quality of life for Richland citizens.
2. **Definitions.** Terms used throughout this Agreement are defined as provided in this section. In the event a specific term is not defined by this Agreement, the word will be given its plain meaning depending on common usage and the context in which it appears.
 - a. "Excessive Use" is defined as it appears in the Sports Associations Athletic Field and Sports Court Usage Guidelines.
 - b. "Improvement" means a physical modification or addition to the premises that is intended to improve or enhance functionality or value, excluding routine and ongoing maintenance items, and having a useful life expectancy of at least three (3) years and a minimum value of \$500.
 - c. "Premises" means the area inside the red lines depicted in **Attachment A and Attachment B**.
 - d. "Priority Use" is defined as it appears in the Sports Associations Athletic Field and Sport Court Usage Guidelines, as adopted or hereafter amended.
 - e. "Sports Associations Athletic Field and Sport Court Usage Guidelines" means the most current version of the Sports Associations Athletic Field and Sport Court Usage Guidelines.

3. **Term.** The term of this Agreement shall be for five (5) years beginning on the date first written above (the "Effective Date") and terminating at midnight on the fifth anniversary of the Effective Date. Upon written request of **TCGFSA** received prior to termination, this Agreement may be extended for one (1) additional two-year term upon the same terms and conditions.

4. **Use of City Facilities.**

- a. **Field Priority Use.** **TCGFSA** is hereby granted priority use, as established in Section 2.4 of the City of Richland 2019 Sports Associations Athletic Field and Sport Court Usage Guidelines, to use and occupy fields 1, 2, 3, and 4 (excluding field 5) now existing at Columbia Playfield Park as depicted on **Attachment A**.
- i. **Priority Dates.** Use of the fields shall be scheduled by the **City**. For each year of this Agreement, and consistent with the Sports Association Athletic Field and Sports Court Usage Guidelines preference for scheduling shall apply March 1st through July 20th, and August 25th through October 25 for a secondary fall season Monday thru Friday only if notice is provided by March 1 of the same year provided, however, that the week of Richland School District's spring break, including the preceding and following weekend days, are excluded from the preference for scheduling identified herein. These dates are subject to change upon written approval by both **TCGFSA** and the **City**. Priority use of the fields as contemplated by this Agreement shall be limited to **TCGFSA** practice and league games only.
- ii. **Non-Priority Fields.** **TCGFSA** may utilize other fields within the **City** park system either by drop-in or reservation. This Agreement does not extend to **TCGFSA** any priority status or preference for scheduling for use of other fields in the **City** park system. **TCGFSA's** use of such fields shall be on terms, conditions and availability consistent with all other non-contracted facility users.
- iii. **Scheduling.** Field reservations can be made by completing an Athletic Field and Sport Court Usage Application submitted to Reserve@ci.richland.wa.us.

5. **Existing Improvements.** With the **City's** permission, **TCGFSA** has made improvements within the Premises, which include at the time of the execution of this Agreement, the following facilities: 1) construction of a single story restroom/concession building (650 sq. ft.), scoreboards for fields 1-4, shade canopies for bleacher seating areas for fields 1-4, foul poles for Fields 1-4, installation of heat pumps for the two story building and construction of a storage building (576 sq. ft.) and have donated these improvements and structures to the City.

- a. **Use of TCGFSA Improvements.** Upon execution of this Agreement, **TCGFSA** hereby transfers to the City its ownership interest in all Existing Improvements.
- b. **Limitations of Facility Use Agreement.** This Agreement is limited to the Premises and related improvements existing as of the date of execution, and future authorized

improvements allowed under Section 8 herein. The Parties acknowledge that this Agreement shall not apply to any future improvements constructed on **City** property by and on behalf of the **City** or any other entity. Priority use, preference for scheduling, or exclusive use of any such future improvement (fields, improvements, etc.) on **City** property requires negotiation of a new Facility Use Agreement between the Parties.

6. Fees/Compensation.

- a. Facility Rent. **TCGFSA** rents 576 square feet within the Storage Building at the initial monthly rate of \$120.96 (\$0.21/square foot) per month for 12 months per year. Payment may be made annually on the schedule defined for the annual rent payment herein.
 - i. Annual Rent Increase. On January 1 of each year, the annual rent will increase based on inflation, based upon the November CPI-W as published in December of each year by the U.S. Bureau of Labor and Statistics. If November CPI-W reflects a negative value, the annual rent rate shall remain unchanged for one year until the following January 1, when the most recently published November CPI-W will again be reviewed and applied. The initial 2020 annual rent payment is \$1,451.52 (576 square feet x \$0.21 per square foot x 12 months). The rent figure represents the base rate that is subject to increase by November CPI-W in subsequent years of this Agreement.
- b. Payment of Rent. The total initial annual rent payment of \$1,451.52 shall be submitted to the Parks & Public Facilities Department, 500 Amon Park Drive, Richland, WA 99352. The annual payment shall be made prior to close of business, on or before March 1 of each calendar year. If March 1 falls on a holiday, payment shall be due the next business day. A business day is any day on which the City of Richland is open to the public for business transactions.
- c. Field Use Fees. The **City** has established field use fees to recover a portion of the costs associated with the maintenance and operation of sports fields. If the rate(s) increase during the term of this Agreement, the new rates shall apply; PROVIDED, however, that if the increase occurs after club registration has begun, the new rate(s) will not apply until the next club registration begins. For the individual facilities within the Premises, the Parties agree that the sports field rental rate shall not exceed \$8.00 per hour per field for the term of this Agreement.
- d. Field use fees will be assessed for hours of use up to the maximum field use hours established in the Sports Associations Athletic Field and Sport Court Usage Guidelines, **Attachment C**, based on weekly use. For example: for the first week of April, a “game ready” field would allow eighteen (18) hours of use. **TCGFSA** would pay \$5.25 per hour x 18 hours, as \$5.25 is the current use fee for non-lighted fields, for a total of \$94.50 per field. For use in excess of the maximum field use hours established in the Sports Associations Athletic Field and Sport Court Usage Guidelines, see Section 7 herein.

- e. Payment of Field Use Fees. Payment of the Field Use Fees shall be as established in the Sports Associations Athletic Field and Sport Court Usage Guidelines. No field use fees are charged when the **City** closes facilities for inclement weather or safety reasons.
- f. Credit Applied. An accounting of previously approved credits and drawdowns against credits is provided in **Attachment D**. Any credit remaining upon expiration or termination of this Agreement shall be forfeited. If applicable, credits identified on **Attachment D** may apply toward rent and finer fees identified in Section 6.

7. **Damage Deposit.** **TCGFSA** shall provide a damage deposit in the amount of \$2,000, which represents \$500 per field (Columbia Playfield fields 1-4). The damage deposit shall be used by the **City** to repair or otherwise remedy, in the **City's** sole discretion, negligent or willful damage caused by **TCGFSA**, including but not limited to damage to fencing, bleachers, benches, trees, shrubs and/or flowers, or damage to the irrigation system. **TCGFSA** is not responsible to repair or remedy normal wear and tear. The damage deposit shall be submitted in full on March 31st with the fees due under Section 5, herein. If the **City** uses any or all of the damage deposit during the term of this Agreement, **TCGFSA** shall, within 30 calendar days' notice, remit to the **City** additional damage deposit funds necessary to restore the damage deposit balance to \$2,000. The damage deposit, if not used, will be returned to **TCGFSA** within 45 calendar days after expiration or termination of this Agreement. The damage deposit required in the City of Richland Sports Association Athletic Field and Sport Court Usage Guideline shall not apply.

8. **Maximum Use Hours**

- a. Liability for Excess Use. The **City** has established maximum use hours for "game ready" and "practice" fields as provided in the Sports Associations Athletic Field and Court Usage Guidelines, **Attachment C**. At the Premises, **TCGFSA** shall be liable for the cost, in excess of the annual damage deposit, to repair the fields as a result of exceeding the established maximum use hours.
- b. Field Preparation and Inspection. Each year of this Agreement, the **City** will prepare the fields for **TCGFSA** league use. Field preparation will consist of the activities identified in **Attachment E**. A **City** representative and a **TCGFSA** representative, together, will inspect the Premises on three (3) separate occasions and document all field conditions. The first inspection will occur prior to March 1st of each year. The **City** and **TCGFSA** will also inspect and document the fields in May so that **TCGFSA** can address any significant field issues prior to the end of the season. At the end of the season, the **City** and **TCGFSA** representative will inspect and document the field conditions and determine what work needs to be completed to bring the fields back to the condition they were in at the preseason walk-through. The parties recognize that Columbia Playfields are a shared-use facility with other users.

9. Improvements, Ownership and Maintenance

- a. Authorized Improvements. All future improvements proposed by **TCGFSA** shall be reviewed and approved in writing by the **City** in the **City's** discretion. Credit for park improvements against fees may be authorized if approved by the **City**, including the cost of certain maintenance materials, such as infield conditioner, if **TCGFSA** is able to validate through proof of value that the item was procured at a cost equal to or less than that which the **City** would pay for the same item. **TCGFSA** and the **City** will determine ownership and the maintenance obligation of all improvements via amendment of this Agreement. As an alternative, **TCGFSA** may offer the improvement to the **City** as a donation, at which time the **City** may, in its sole discretion, accept or refuse the donation. **TCGFSA** shall be liable for any damage caused to the property during removal of its improvements from **City** property.
- b. Unauthorized Improvements. Improvements made on **City** property without the **City's** prior written consent, or which are not constructed in conformance with plans submitted to and approved by the **City** (hereafter "Unauthorized Improvements"), shall immediately become the property of the **City** unless the **City** elects otherwise. Regardless of ownership of the Unauthorized Improvements, the **City** may, at its option, require **TCGFSA** to remove the Unauthorized Improvements, charge **TCGFSA** for the use of the Unauthorized Improvements, or both. **TCGFSA** shall be liable for any damage caused during removal of Unauthorized Improvements from **City** property. If **TCGFSA** fails to remove an Unauthorized Improvement upon demand, the **City** may remove the improvement and charge **TCGFSA** for the cost of removal and disposal.
- c. Maintenance of Improvements. **TCGFSA** is responsible for maintenance of all **TCGFSA** Improvements. The **City** will not budget monies to replace **TCGFSA** Improvements, and **TCGFSA** is encouraged to financially plan for replacement and/or repair cost.
- d. Maintenance of City-owned Premises. Responsibility for maintenance of the Premises and improvements shall be as identified in **Attachment F**. The **City** may, at its own expense, construct, repair or improve **City**-owned utilities and/or infrastructure affecting **City** property. The **City** shall provide advance notice to **TCGFSA** when constructing or repairing utilities under any improvement.

10. Licenses, Permits & Taxes. Before commencing the performance of any activity under this Agreement, **TCGFSA** shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement. All sales tax shall be coded to the **City**.

11. Premises Condition – "As Is". On an annual basis, the **City** shall furnish the Premises in its existing condition. By taking possession of the Premises at the start of each season, **TCGFSA** warrants that it has inspected the Premises and confirms the

Premises are acceptable for **TCGFSA'S** use, noting any existing defects or other objections at the time of taking possession.

12. Right of Entry on Premises. The **City** may enter leased buildings at any reasonable time upon providing reasonable notice to **TCGFSA** for the purposes of inspecting leased buildings or performing any work which the **City** elects to undertake. In case of emergency, the **City** may enter the Premises at any time without notice to the **TCGFSA**.

13. Disclaimer of Liability. At all times during this Agreement, **TCGFSA** assumes sole responsibility for adequately securing **TCGFSA'S** personal property on the Premises. The **City** assumes no responsibility for providing adequate security or safekeeping of **TCGFSA'S** property while located on the Premises. Further, the **City** makes no representations, express or implied, related to the security of the Premises.

14. Consequential Damages. Under no circumstance shall the **City** be liable for any consequential damages stemming from the **City's** determination to temporarily or permanently close, during the term of this Agreement, any **City** property implicated by this Agreement, including but not limited to Columbia Playfield Park or any abutting **City** property.

15. Indemnification and Hold Harmless. **TCGFSA** agrees to indemnify, defend and hold the **City** harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the **City** by reason or on account of damage to the property of the **City**, including environmental damage, injury to, or death of any person, arising from **TCGFSA'S** use and occupancy of **City** property, provided the **City** shall give **TCGFSA** prompt and timely notice of any claim made or suit instituted which in any way affects **TCGFSA** or its insurer, and **TCGFSA** and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the **City** for any cause for which **TCGFSA** is liable hereunder shall be conclusive against **TCGFSA** as to liability and amount.

16. Insurance.

- a. Insurance Term. **TCGFSA** shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with **TCGFSA'S** operation and use of the Premises.
- b. No Limitation. **TCGFSA'S** maintenance of insurance as required by this Agreement shall not be construed to limit the liability of **TCGFSA** to the coverage provided by such insurance, or otherwise limit the **City's** recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. **TCGFSA** shall obtain insurance of the types and coverage described below:

- i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The **City** shall be named as additional insured on **TCGFSA'S** Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
 - ii. Property insurance shall be written on an all risk basis.
- d. Minimum Amounts of Insurance. **TCGFSA** shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - ii. Property insurance shall be written covering the full value of **TCGFSA'S** property and improvements with no coinsurance provisions.
- e. Other Insurance Provisions. **TCGFSA'S** Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the **City**. Any insurance, self-insurance, or self-insured pool coverage maintained by the **City** shall be excess of **TCGFSA'S** insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage. **TCGFSA** shall furnish the **City** with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of **TCGFSA**.
- h. Waiver of Subrogation. **TCGFSA** and the **City** hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- i. Notice of Cancellation. **TCGFSA** shall provide the **City** with written notice of any policy cancellation within two (2) business days of its receipt of such notice.
- j. Failure to Maintain Insurance. Failure on the part of **TCGFSA** to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the **City** may, after giving five (5) business days' notice to **TCGFSA** to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the **City** on demand.

- k. Full Availability of TCGFSA Limits. If **TCGFSA** maintains higher insurance limits than the minimums shown above, the **City** shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by **TCGFSA**, irrespective of whether such limits maintained by **TCGFSA** are greater than those required by this Agreement, or whether any certificate of insurance furnished to the **City** evidences limits of liability lower than those maintained by **TCGFSA**.

17. Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice given as provided under Section 18. Any failure by **TCGFSA** to comply with any part of this Agreement may result in the immediate termination of this Agreement at the **City's** election and without notice. Any waiver by the **City** of a violation of this Agreement shall not be deemed to become a waiver of any other violation which may occur.

18. Notification. Whenever either Party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other Party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland

Parks & Public Facilities Dept.

Attn: Director Joe Schiessl

625 Swift Blvd. MS-13

Richland, WA 99352

Phone: (509) 942-7578

Email: jschiessl@ci.richland.wa.us

Tri Cities Girls Fastpitch Softball Association

Attn: President

1961 Forest Ave.

Richland, WA 99352

Phone:

Email:

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

**For field use emergencies, please contact Parks & Public Facilities Supervisor at 578-9338.*

**For all other emergencies, please contact 9-1-1.*

19. Severability. If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. All attachments are incorporated by reference and apply as if fully set forth herein. Neither Party shall be liable to the other for any representations made by any person concerning the Premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

21. Assignment/Successors. TCGFSA may not assign any rights or field use under this Agreement without the **City's** written consent, given in the **City's** sole discretion. Any assignment made without the **City's** consent is null and void, and does not relieve TCGFSA of any liability or obligation hereunder.

22. Construction of Agreement: Governing Law: Attorney's Fees. Each Party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The Parties agree that, should legal action be necessary to enforce any of the provisions of this Agreement, the substantially prevailing party will be awarded its reasonable attorney's fees and costs in action. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. TCGFSA expressly agrees to submit to personal jurisdiction in Benton County, Washington.

23. Independent Contractor. The Parties agree that this is not a contract of employment. TCGFSA is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Any assistants or other resources used by TCGFSA are and shall be deemed the employees or volunteers of TCGFSA, and in no manner employees or volunteers of the **City**.

24. Environmental Compliance and Hazardous Material.

a. Definitions: The following definitions apply to Section 23 of this Agreement:

- i. "Hazardous Materials" as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
- ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or
- iii. Any pollutants, contaminants, or substances posing a danger or threat to

public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

- b. Use of Hazardous Substances. **TCGFSA** covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above **City** property, except in accordance with all applicable laws. **TCGFSA** may store household quantities of up to 5 gallons of gasoline, up to two 5- gallon propane tanks and other household cleaners, etc. which shall be stored in flammable liquid cabinets that meet or exceed the NFPA Flammable Liquid Code #30, OSHA standard 1910.106 for storage of class I, II and III liquids.
- c. Environmental Compliance. **TCGFSA** shall, at **TCGFSA'S** own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting the **City's** business, property, or any activity or condition on or about the **City's** property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on **City** property, soil and groundwater, storm water discharges, or the air in and around **City** property, as well as such rules as may be formulated by the **City** ("the Laws"). **TCGFSA** warrants that its business and all activities to be conducted or performed in, on, or about **City** property shall comply with all the Laws. **TCGFSA** agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.
- d. **TCGFSA** shall not cause or permit to occur any violation of the Laws on, under, or about **City** property, or arising from contractor's use or occupancy of **City** property, including, but not limited to, soil and water conditions.
- e. **TCGFSA** shall promptly notify the **City** and provide all information regarding any activity of **TCGFSA** related to Hazardous Materials on or about **City** property that is requested by the **City**. If **TCGFSA** fails to fulfill any duty imposed under this section within a reasonable time, the **City** may do so at the cost of **TCGFSA**; and in such case, **TCGFSA** shall cooperate with the **City** in order to prepare all documents the **City** deems necessary or appropriate to determine the applicability of the Laws to **City** property and **TCGFSA'S** use thereof, and for all compliance therewith, and **TCGFSA** shall execute all documents promptly upon the **City's** request. No such action by the **City** and no attempt made by the **City** to mitigate damages shall constitute a waiver of any **TCGFSA'S** obligations under this paragraph.
- f. **TCGFSA** shall, at **TCGFSA'S** own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.
- g. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time

from **TCGFSA'S** use of occupancy of **City** property, then **TCGFSA** shall, at **TCGFSA'S** own expense, prepare and submit the required plans and all related bonds and other financial assurances; and **TCGFSA** shall carry out all such cleanup plans. Any such plans and cleanup are subject to the **City's** prior written approval.

- h. If a release of Hazardous Substances occurs as a result of **TCGFSA** activities in, on, under, or above **City** property, or other's property arising out of any action, inaction, or event described or referred to in this document, **TCGFSA** shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. **TCGFSA** shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

25. Gender Equity Policy. **TCGFSA** shall comply with Washington's "Fair Play and Community Sports Act" that prohibits discriminating against any person in a community athletics program on the basis of gender.

26. Non-Discrimination Policy. **TCGFSA** shall not discriminate on the basis of gender, sexual orientation, color, race, creed, national origin, age, marital status or the presence of any sensory, mental, or physical handicap in programs, activities, or in the provision of services. Participants shall not be refused service due to their gender identity or gender expression. The **City** does not discriminate on the basis of disability in the programs and activities it operates or allows other organizations to operate on city lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.

27. Zackery Lvstedt Law.

- a. Consent to be Obtained. On an annual basis, **TCGFSA** shall require all youth players and the parent(s)/guardian(s) of those players to sign and return an informed consent form relating to the nature and risk of concussion or head injury. This informed consent shall include a discussion of the signs and symptoms of concussion/brain injury. A copy of the form given to players/parents/guardians shall be submitted to the **City**.
- b. Coach Education. **TCGFSA** shall ensure that all coaches are educated in the nature and risk of concussion or head injury prior to the first practice/competition. This education shall include signs and symptoms of concussion/brain injury. Resources for this education shall be available in both English and Spanish.

28. Sponsors & Advertising. **TCGFSA** may solicit sponsors and advertising. **TCGFSA** shall not place any type of signage or advertising on **City** property without first obtaining permission from the Parks & Facilities Director or designee. Unless otherwise approved by the **City**, all advertising placed on **City** property shall face into a park area. Approvals

granted under this section shall be made at the discretion of the **City**. Any expense for signage or advertisement(s) shall be **TCGFSA'S** sole responsibility.

29. Annual Performance Meeting. At the end of each season, the **City** and **TCGFSA** shall meet to review the requirements of this Agreement.

30. Storage of Material and Equipment. All **TCGFSA** equipment and materials must be stored in the rented storage building identified in Section (2)(b) herein. **TCGFSA** shall be notified when material and/or equipment is found outside of the buildings. All material and/or equipment so found will be removed within one (1) week after notification to **TCGFSA**.

31. Maintenance & Repair. During the **TCGFSA** regular season, **TCGFSA** shall communicate maintenance and repair issues to the **City** in writing using the following email address: pfworkreg@ci.richland.wa.us.

32. Special Events. For use of the Premises for activities other than practices and games, **TCGFSA** shall apply for a Special Event permit with the City. Special event activities include, but are not limited to, tournaments, movie nights, social events, or fundraisers.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties to this Agreement have executed it on the date first written above.

CITY OF RICHLAND

TRI CITIES GIRLS
FASTPITCH SOFTBALL
ASSOCIATION

Cynthia D. Reents
City Manager

By:
Its: President

ATTEST:

Jessica Roberts, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **CYNTHIA D. REENTS, CITY MANAGER** for the **CITY OF RICHLAND**, known to me to be the same person whose name is subscribed to the foregoing Facility Use Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
Residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, **PRESIDENT** for the **TRI CITIES GIRLS FASTPITCH SOFTBALL ASSOCIATION**, known to me to be the same person whose name is subscribed to the foregoing Facility Use Agreement, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Agreement as his/her free and voluntary act on behalf of the Richland National Little League, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
Residing at: _____
My commission expires: _____

ATTACHMENT A
COLUMBIA PLAYFIELD FIELD LOCATIONS



ATTACHMENT B
RENTAL OF STORAGE BUILDING



ATTACHMENT C

City of Richland Sports Associations Athletic Field and Sports Court Usage Guidelines Revised 04/2019

Welcome

Thank you for considering the City of Richland for your upcoming season sports field needs. Please take a few minutes to review all the attached information as it will make your experience with us more enjoyable. For questions and assistance please contact:

Lori Briere at (509) 942-7534, 500 Amon Park Drive
To submit an application please email it to: Reserve@ci.richland.wa.us

1.Guidelines.

These guidelines are applicable for all field requests in excess of 10 field requests per season.

Please follow the steps below to allow adequate time for processing and preparation for your field needs.

1.1 Read the Sports Association Field Usage Guidelines. If you have any questions, please contact us.

1.2 Complete the following items and submit them to Reserve@ci.richland.wa.us
Priority is allocated as identified in Section 2.4.

The Application Checklist:

- Field Usage Application
- Field Usage Application Checklist
- The Hold Harmless Agreement
- Certificate of insurance with endorsement listing the City of Richland
- Pay the \$75 non-refundable application fee
- Submit a copy of your standard concussion consent form

Please Note: The fees and insurance requirements will be due 15 business days prior to your first day of field use.

1.3 A pre-use walk through with the Responsible Party is required within 5 business days of the first day of field use. See Section 2.11.

1.4 Non Refundable Damage deposit – please note – the damage deposit is not used to pay the field use fees. Refunds are processed approximately 15 working days after

the last scheduled day of field use. A refund, or partial refund or letter of non-refund of the damage deposit is mailed to the Responsible Party.

The Organization shall provide a damage deposit in the amount identified in section 2.8. The damage deposit shall be used by the City to correct any damage caused by the Organization including but not limited to: damage to a structure, fencing, scoreboard, bleachers, benches, damage to trees, shrubs and/or flowers; damage to the irrigation system.

If the amount of field use requested by the Organization exceeds the maximum hours identified in Appendix A on a given field on a monthly basis, the Organization will be required to provide a damage deposit in excess of that required by the Field Use Guidelines. The damage deposit will be used to restore turf conditions at the end of the season.

If costs associated with the damage repair exceed the amount of the damage deposit the City reserves the right to invoice the Responsible Party for the excess amount. The Responsible Party has the option of minimizing the damage deposit costs by providing needed materials, and/or labor as approved by the City.

1.5 Definition of Terms

- a) **“Responsible Party”** is defined as the activity organizer, promoter or representative responsible for organizing the public or private use activity within any City of Richland park or facility. The Responsible Party shall be 18 years of age or older.
- b) **“Athletic Field Use Permit”** is defined as a contract/reservation agreement issued by the City. A permit is required for any organized activity involving the use or having impact upon the parks facilities or grounds.
- c) **“City”** means the City of Richland.
- d) **“Community Events”** means those events where the general public is invited to attend and no entrance fee or participation fee is required.
- e) **“Department”** means the City of Richland Parks and Public Facilities Department.
- f) **“Historic Use”** means organizations who have scheduled sport fields during the most recent prior season for a particular sport.
- g) **“League play”** means the practices and games scheduled with participants who have been solicited through a publicly advertised manner and no one is turned away from participating.
- h) **“Maintenance Staff”** means the City of Richland Parks and Public Facilities Maintenance staff.
- i) **“Private Events”** means those events where participants are selectively invited to participate or where a fee is charged to participate.

- j) **“Organization”** means any entity requesting use of a sports field whether it is a league, group, association or individual team.
- k) **“Resident”** means someone who resides within the city limits of Richland.
- l) **“Select teams”** mean those teams made up of participants who have been selectively chosen and a publicly advertised solicitation has not occurred.
- m) **“Athletic Field”** means those fields identified in this document.

2. Terms and Conditions for Use of Athletic Fields

The following rules and regulations will be in effect for all City of Richland parks. The Organization will adhere to all park rules and regulations and will insure all field use participants do as well.

2.1 Prohibited Activities

Any activity that is prohibited by Federal, State, County, or City of Richland law.

2.2 Laws, Rules and Regulations

The Organization shall comply with all Federal, State, County laws and City of Richland ordinances and regulations governing the use of Richland parks. Said laws, rules, ordinances and regulations as applicable shall be made available to the Responsible Party. It is the responsibility of the Responsible Party to provide and disseminate the information to all attendees and participants.

Individuals are responsible for any damage done to person(s) or property when equipment leaves the complex. For example, but not limited to, a homerun ball flying over the outfield fence and striking a car resulting in a broken window or causing body damage to the vehicle. If the individual who caused the damage does not take responsibility, the Organization will be responsible for the damage.

Changes, alterations, or defacement of park property, facilities, facility furnishings or equipment is not allowed. Any person or group causing damage to property or equipment will be required to pay for current cost or repair including labor, or replacement to restore furnishings or equipment to its original condition.

Costs will be deducted from the damage deposit. Additional charges above the damage deposit must be paid in full by the Organization. Until final payment for damage is received, the City shall have the right to deny future applications without any stated cause and seek restitution through the legal system.

2.3 Condition of Premises

The Responsible Party will accept the premises in its present condition and at the times designated on the Athletic Field Use permit. Any field conditions that affect the playability of the field will be noted on the pre-use walk through and corrected by the City prior to

scheduled field use.

2.4 Reservations of Use Dates

Preference for Scheduling shall be given in the following order:

1. Leased facilities
2. City of Richland operation/maintenance/events/programs; tournaments solicited by the City and City co-sponsored events or programs
3. Governmental Agencies/Richland School District: conducting events or activities designed to serve the citizens and businesses of Richland and tournaments that increase tourism
4. Organizations with which the City has Facility Use Agreements
5. Historic user's youth sports leagues
6. Richland youth sports league play
7. Richland resident youth Select Teams games and practices
8. Richland resident adult sports leagues and all other tournaments
9. Richland residents & Richland non-profit businesses for non-commercial use
10. Resident for-profit Businesses: Must have a building within the City limits
11. Non-residents; non-resident select teams, non-resident league play and Non-resident non-profits:
12. Non-resident businesses

The City will not normally schedule any use of sports fields during the months of November, December, January and February. Each request during these months will be considered on an individual basis.

Spring/Summer Season: March 1st – July 31st

- Applications open to leagues/sports organizations (more than 10 field use requests) November 1st – March 31st
- Applications open to those requesting less than 10 field requests during the Spring/Summer Season April 1st – July 31st

Summer/Fall Season: August 1st – October 31st

- Applications open to leagues/sports organizations (more than 10 field use requests) March 1st – July 31st
- Applications open to those requesting less than 10 field requests during the Summer/Fall Season August 1st – October 31st

Due to limited field availability the City cannot always guarantee that you will receive all the field times that you have requested.

2.5 Athletic Fields

Baseball Fields (grass infields)

Columbia Playfield Mountain Park

3 Little League game ready baseball fields*
1 practice field

Claybell Park	2 Little League game ready baseball fields
Columbia Playfield Park	2 Little League game ready baseball fields
Jason Lee Park	1 practice field
Lynnewood Loop Park	1 practice field
Frankfort Park	1 practice field
Beverly Heights Park	1 practice field
Craighill Park	2 practice fields
Rod Block Park	1 practice field
Stevens Park	1 practice field
Leslie Groves Park	1 practice field

Softball fields (dirt infields)

Columbia Playfield	5 game ready softball fields*, 4 lit fields
Horn Rapids Athletic Complex	4 game ready softball fields*, 1 lit fields

Multi-Purpose Sports Fields

Columbia Playfield Mountain Park	1 game ready field* 2 practice fields (Wiser Field*), Wiser field lit
Claybell Park	2 game ready fields 180' x 330' and 225' x 330' and one practice field
Leslie Groves Park	1 practice field
Jason Lee Park	1 practice field, 180' x 270'
Lynnewood Loop Park	1 practice field, 180' x 270' Columbia Point
Columbia Point Marina Park	1 practice field, 330' x 180'

**These fields must be reserved, no drop in use*

2.6 Allowable Field Usage limits

The City has established maximum weekly use hours for City baseball, softball and multi-purpose sports fields. Use hours are identified for “game ready” and “practice” fields.

City of Richland
Annual Maximum Acceptable Hours for Softball & Baseball Fields

GAME READY FIELDS	PRACTICE READY FIELDS
MARCH	MARCH
• WK 1 - 12 hours • WK 2 - 12 hours • WK 3 - 12 hours • WK 4 - 15 hours	• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 18 hours
APRIL	APRIL
• WK 1 - 18 hours • WK 2 - 18 hours • WK 3 - 18 hours • WK 4 - 18 hours	• WK 1 - 25 hours • WK 2 - 25 hours • WK 3 - 25 hours • WK 4 - 25 hours
MAY	MAY
• WK 1 - 20 hours • WK 2 - 20 hours • WK 3 - 20 hours • WK 4 - 20 hours	• WK 1 - 28 hours • WK 2 - 28 hours • WK 3 - 28 hours • WK 4 - 28 hours
JUNE - AUGUST	JUNE - AUGUST
• WK 1 - 25 hours • WK 2 - 25 hours • WK 3 - 25 hours • WK 4 - 25 hours	• WK 1 - 35 hours • WK 2 - 35 hours • WK 3 - 35 hours • WK 4 - 35 hours
SEPTEMBER	SEPTEMBER
• WK 1 - 16 hours • WK 2 - 16 hours • WK 3 - 16 hours • WK 4 - 16 hours	• WK 1 - 28 hours • WK 2 - 28 hours • WK 3 - 28 hours • WK 4 - 28 hours
OCTOBER - NOVEMBER 1	OCTOBER - NOVEMBER 1
• WK 1 - 18 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 15 hours	• WK 1 - 16 hours • WK 2 - 14 hours • WK 3 - 10 hours • WK 4 - 10 hours

City of Richland
Annual Maximum Acceptable Hours for Multi-Purpose Sports Fields

GAME READY FIELDS	PRACTICE READY FIELDS
MARCH	MARCH
• WK 1 - 9 hours • WK 2 - 9 hours • WK 3 - 9 hours • WK 4 - 12 hours	• WK 1 - 12 hours • WK 2 - 12 hours • WK 3 - 12 hours • WK 4 - 15 hours
APRIL	APRIL
• WK 1 - 12 hours • WK 2 - 12 hours • WK 3 - 12 hours • WK 4 - 15 hours	• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 20 hours
MAY	MAY
• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 15 hours	• WK 1 - 20 hours • WK 2 - 20 hours • WK 3 - 20 hours • WK 4 - 20 hours
JUNE - AUGUST	JUNE - AUGUST
• WK 1 - 18 hours • WK 2 - 18 hours • WK 3 - 18 hours • WK 4 - 18 hours	• WK 1 - 25 hours • WK 2 - 25 hours • WK 3 - 25 hours • WK 4 - 25 hours
SEPTEMBER	SEPTEMBER
• WK 1 - 16 hours • WK 2 - 16 hours • WK 3 - 16 hours • WK 4 - 16 hours	• WK 1 - 22 hours • WK 2 - 22 hours • WK 3 - 22 hours • WK 4 - 22 hours
OCTOBER - NOVEMBER 1	OCTOBER - NOVEMBER 1
• WK 1 - 12 hours • WK 2 - 10 hours • WK 3 - 8 hours • WK 4 - 6 hours	• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 15 hours

2.7 Insurance

- a. Insurance Term. The Organization shall procure and maintain for the duration of the league season, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Organization's operation and use of the Premises.
- b. No Limitation. The organization's maintenance of insurance shall not be construed to limit the liability of the Organization to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. The Organization shall obtain insurance of the types and coverage described below:
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
- d. Minimum Amounts of Insurance. The Organization shall maintain the following insurance limits:
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- e. Other Insurance Provisions. The Organization's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of the Organization's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage. The Organization shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Organization.
- h. Waiver of Subrogation. The Organization and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

- i. Notice of Cancellation. The Organization shall provide City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- j. Failure to Maintain Insurance. Failure on the part of the Organization to maintain the insurance as required shall constitute a material breach of Lease, upon which City may, after giving five (5) business days' notice to the Organization to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand.
- k. Full Availability of the Organization Limits. If the Organization maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Organization, irrespective of whether such limits maintained by the Organization are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by the Organization.

2.8 Use Fees

Fees are charged to provide for recovery of the cost to City taxpayers for administrative and maintenance costs associated with exclusive use requests of park facilities. Fees include the cost for application processing, administration, maintenance, utilities, space and/or facility use and in some cases, fire, police, public works and other miscellaneous expenses.

Responsible Party shall complete the Field Use Application identifying field use and associated fee. At the end of the field use time the balance of the fees shall be paid, accounting for any additions or deletions to the submitted field requests.

Fees Due at time of Application	Fee
Application Fee (non-refundable)	\$75 per application
Damage deposit (refundable)	\$250 per complex

Fees Due 15 Business Days Prior to Start of Regular Season:

	Resident	Non-resident
Softball field	\$5.25/hour	\$7.25/hour
Baseball	\$5.25/hour	\$7.25/hour
Multi-Purpose Sports Field	\$5.25/ hour	\$7.25/hour
Sport Courts	\$5.25/hour	\$7.25/hour
Use of Lights	\$20.75/day	\$20.75/day

The City will not place holds on fields and the reservation/use is only confirmed upon payment of the Use Fees.

2.9 Field Use Cancellation Policy

Field use cancellation must be made in writing (email is acceptable) at least 14 calendar days prior to scheduled field use. Failure to do so will mean forfeiture of the field use fees for all fields not used. Fees will only be refunded if the City has to close the fields for a safety reason or the City determines that the fields are unplayable due to weather conditions. Once field use has begun, however, you are responsible for the payment for all field fees and use of fields that were completed or partially completed before the rainout or field closure.

2.10 Field Maintenance

- a) Field users are responsible for clean-up, litter removal (including but not limited to seed shells and plastic bottles) and removing all equipment and materials after use.
- b) The level of service for field maintenance shall be negotiated with the City and Organization prior to the beginning of field use.
- c) Fields shall not be used while maintenance activity is occurring on the field.
- d) The City reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf.
- e) Field Closure/Rainouts – The Department will have the final authority regarding the play-ability of the fields. The Department will consult with Responsible Party regarding the playability of fields during inclement weather. Sports field and sport court closure number – 942-7387.
- f) Closures may result from poor playing conditions that could cause safety hazards for the public and/or damage to City property that could result in excessive repair work to bring the field back to a playable condition.
- g) The Responsible Party is responsible for assisting field maintenance personnel to keep participants off the playing field when maintenance is taking place.
- h) City Policy limits use time for athletic fields per Appendix A

2.11 Field Information

Games shall not start before 8:00 am and all games shall be completed by 11:00 pm.

No participant or person associated with the organization shall intentionally throw or kick balls into or over fences, backstops or buildings or climb on fences, backstops, buildings or other structures.

Fields cannot be modified, improved, dug into, repaired, wrongly used or modified in any way without prior written permission from the City. The cost for repairs to correct damage caused by the Organization will be deducted from the damage deposit. The Organization is responsible for educating volunteers, umpires, coaches, parents and visitors about monitoring behavior and actions of participants.

The Responsible Party (or designated individual) is required to attend a pre-season walk through within 5 business days of the first day of use. This is a scheduled mandatory walk-through and not a drop in situation. Please allow for at least ½ hour of time for the walk through at each location.

2.12 Clean-Up

The field area used by the Organization shall be free of litter each day prior to leaving the facility.

All equipment brought in by the Organization shall be removed at the conclusion of the last game/practice.

If any additional clean-up work is required to be performed by the maintenance Staff, the cost will be deducted from the damage deposit.

2.13 Vehicles in Parks

Vehicles will only be allowed outside designated parking lots with the permission of the City.

2.14 Concessions/Vendors

If concession sales or vendors are considered for the league season the Organization shall contact the City of Richland Business Licensing Office at 509-942-1104 or BusinessLicensing@ci.richland.wa.us.

2.15 Alcohol

The consumption of alcoholic beverages is not permitted in City parks unless the responsible Party is granted written approval from the City. Approval from the City will require the Responsible Party to provide the following:

- a) Receive a temporary license through the Washington State Liquor Control Board
- b) Arrangements must be made for professional security to be present during the activity. The City will assist in determining the number of security personnel for the activity. The security company must be licensed and bonded
- c) All areas where alcohol is being consumed must be enclosed per standards established by the Washington State Liquor & Cannabis Board.
- d) No minors are allowed within the designated alcohol use area

- e) A license alcohol server must be provided to serve all alcohol. No bring your own bottle.
- f) All alcohol shall remain in the designated area.
- g) Supplemental Commercial General Liability insurance as follows:
 - i. Insurance as required under 2.6
 - ii. \$1 million liquor liability insurance from the Responsible Party
 - iii. \$1 million liquor liability insurance from the alcohol server
 - iv. \$1 million general liability insurance from the security company

2.16 Smoking and Tobacco

Smoking and Tobacco use is prohibited within any building, within 25 of any building entrance and within 50 feet of any playground.

2.17 Banners

All banners, flyers, announcements, advertisers and/or ads posted in the park or used and/or promoted with the event requires the approval of the City. The Responsible Party is responsible for the removal of all banners, flyers, etc. at the end of the season.

2.18 Music/Public Address System/Noise Ordinance

When music or a public address system is necessary or requested for use in a park, City approval is required. The Responsible Party recognizes that the Field Use Permit is executed with the understanding that the Responsible Party will respond responsibly and appropriately to any complaints received regarding excessive noise, up to and including removal of the noise source.

2.19 Emergency and Non-Emergency Situations

In the event that an emergency occurs during field use please contact emergency services at 911. For non-emergency situations please call 628-0333

2.20 Pets

No Pets Allowed on the fields or Courts.

2.21 Non Discrimination

The Organization shall comply with the State of Washington's "Fair Play and Community Sports Act" (Chapter 467, 2009 Laws, effective date July 26, 2009) that prohibits discrimination against any person in a community athletics program on the basis of sex.

The Organization shall not discriminate on the basis of gender, religion, gender identity, transgender, color, race, creed, national origin, age, marital status or the presence of any sensory mental or physical handicap in the provision of services, in programs or activities.

The City does not discriminate on the basis of disability in the programs and activities which it operates or allows other organizations to operate on City lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.

2.22 Zackery Lysted Law

The Organization shall annually require all youth players and the parent(s)/guardian(s) of those players to sign and return an informed consent form relating to the nature and risk of concussion or head injury. This information sheet shall include the signs and symptoms of concussion/brain injury. **A copy of the form given to players/parents/guardians shall be submitted to the City.** The Responsible Party shall ensure that all coaches are educated in the nature and risk of concussion or head injury prior to the first practice/competition. This education shall include signs and symptoms of concussion/brain injury. Resources for this education shall be available in both English and Spanish.

2.23 Termination

Failure of the Organization to comply with the conditions of the Field Use Permit and these conditions shall constitute full and adequate cause for the City to immediately terminate the Field Use Permit subject to the notice and cure provisions of the following paragraph:

Timely and full performance of all terms and conditions of the Field Use Permit is made the essence hereof. In the event the Organization fails to keep or perform any terms or conditions required herein to be kept or performed by it, the City shall have the right to promptly notify the Responsible Party of such failure. The Responsible Party shall take immediate action to correct such failure. If the Responsible Party fails to take the appropriate corrective action within an mutually agreed period of time (which shall not be more than 24 hours during the time of field use), the City may, at its option, take such action as is reasonably necessary to correct the failure and charge the cost thereof to the Responsible Party or declare this Permit forfeited and resume possession of the premises.

General Park Rules RMC 9.42

1. **There shall be no unauthorized motorized vehicles allowed in the parks. Vehicles are authorized only when approved by the City.**
2. The possession of weapons in the parks is prohibited including, but not limited to, air rifles, paintball guns, bows and arrows, crossbows, swords and pellet guns. This section shall not apply to the open carry of a firearm except where prohibited or to firearms permitted under Chapter [9.41](#) RCW.
3. There shall be no intentional dumping of personal trash, litter or garbage outside a receptacle provided by the city and/or which is appropriate for that purpose allowed in the parks.
4. There shall be no intentional destruction of vegetation.
5. There shall be no unauthorized burning.
6. There shall be no unauthorized camping per subsection (D) of this section.
7. There shall be no alcoholic beverages consumed in the parks without the appropriate permits.
8. There shall be no littering in the parks.
9. Dogs must be in compliance with existing leash law as set forth in RMC [7.03.050](#).
10. There shall be no sound made by the use of a musical instrument, whistle, sound amplifier, juke box, radio, television, iPod or other similar device so as to be audible greater than 75 feet from the device.
11. City property, which consists of dedicated or designated public parks, shall be available for use and activities during the hours of 5:00 a.m. and 11:00 p.m. It shall be unlawful for any person to be present in or use these public facilities after 11:00 p.m. or prior to 5:00 a.m.

No participant shall intentionally throw, hit or kick balls into or over the fences, backstops or buildings.

City of Richland owned bases, pitching rubbers, pitching mounds, etc. are not to be removed from or relocated on any sports fields.

The Department or his/her designee shall enforce, or caused to have enforced, the provisions herein; and shall have the authority to deny use of any facility to an individual or group who refuse to comply with the rules and regulations of the permit. The City reserves the right to full access of the rented space during a rental to ensure compliance with rental rules and regulations.

ATTACHMENT D

ESTABLISHED CREDIT AND DRAWDOWNS AGAINST CREDIT

A.	YEAR	IMPROVEMENT	FUNDING SOURCE	FUA CREDIT (\$)
	2006	Scoreboards	TCGFSA	30,000
	2006	Field Lighting	CORLT	0
	2010	Concession/Restroom Bldg.	TCGFSA	80,000
	2010	Shade Canopies	CORLT	0
	2013	Storage Building	TCGFSA	48,397
	2013	Foul Poles	TCGFSA	12,000
	2013	Heat Pump, Two-Story Bldg.	TCGFSA	4,971
	2014	Parking Lot	CORLT	0
	TOTAL FUA CREDIT			175,368

B.	YEAR# PARTICIPANTS	\$/PARTICIPANT	FEE (\$)
	2009	577	(2,885)
	2010	606	(3,030)
	2011	636	(3,180)
	2012	678	(3,390)
	2013	720	(3,600)
	2014	734	(3,670)
	2015	694	(3,470)
	2016	668	(3,340)
	2017	604	(3,020)
	2018	585	(2,925)
	2019	582	(2,910)
	TOTAL PARTICIPANT FEE		(35,420)

C.	YEAR	MAINT FEE (\$)
	2009	(2,818)
	2010	(2,818)
	2011	(2,818)
	2012	(3,173)
	2013	(3,173)
	2014	(3,173)
	2015	(3,173)
	2016	(3,173)
	2017	(3,173)
	2018	(3,173)
	2019	(8,482)
	TOTAL MAINT FEE	(39,147)

FUA CREDIT BALANCE (A minus B minus C)	\$100,801
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ATTACHMENT E

PRE-SEASON WORK PROVIDED BY CITY

The **City** will provide the following work prior to the beginning of each league season:

- Fertilization
- Irrigation start-up & repairs
- Add soil conditioners as necessary to infield
- Fill holes, restore pitching mound & batter's box as necessary
- Restore lips (grass to skinned infield transitions) as necessary
- Inspect & repair fencing
- Replace light bulbs on field lights
- Inspect and repair dugout

ATTACHMENT F

MAINTENANCE RESPONSIBILITIES

Storage Building Rental Responsibilities

TCGFSA'S Responsibilities:

Keep interior and exterior clean and debris free. Report all facility problems promptly.

City's Responsibilities:

Interior and exterior maintenance including paint, lighting, roof, doors, locks, graffiti removal, and concrete sealing.

Sports Field Maintenance Responsibilities During League Season

TCGFSA'S Responsibilities:

- a. Provide and place chalk for field lining.
- b. Fill-in holes and divots in infields and pitching mounds at the end of each practice/game day and as necessary between games/practices.
- c. Fill holes on Premises to maintain safe playing surfaces.
- d. Daily pick up litter, seed shells, debris, etc. after each use.
- e. If desired, provide and maintain fence caps.
- f. If desired, provide and maintain back stop padding.
- g. If desired, provide additional mowing of outfields/infields.
- h. Empty dugout garbage cans after each use, if any.
- i. Clean and sweep dugouts after each use.
- j. Provide all desired schedules to the City's designated Recreation Coordinator at least two weeks prior to the event.
- k. Provide supplemental temporary pitching rubber.

City's Responsibilities:

- a. Mowing once per week.
- b. Infield maintenance.
- c. Fertilizing as needed.
- d. Irrigating, daily during irrigation season.
- e. Aerating as needed.
- f. Pesticide/herbicide application as needed.
- g. Daily restroom cleaning.
- h. Hard surface maintenance and repairs.
- i. Bleacher repair/replacement.
- j. Field light bulb replacement.
- k. Tree and landscape maintenance.
- l. Routine fence repair and replacement.
- m. Maintain all **City** property and improvements.
- n. Provide bases on fields 1-4.
- o. Provide and maintain signage.
- p. Provide initial, temporary pitching rubber and location markers.



PARKS AND RECREATION COMMISSION AGENDA ITEM COVERSHEET

Meeting Date: 2/13/2020

Agenda Category: New Business

Prepared By: Joe Schiessl, Parks & Public Facilities Director

Subject:

2020 Parks and Recreation Commission (P & RC) Goals

Department:

Parks & Public Facilities

Recommended Motion:

Move to adopt the 2020 Parks and Recreation Commission Goals as distributed.

Summary:

The 2020 Parks and Recreation Commission (P & RC) Goals have been discussed and refined at the December and January workshops. The final draft version will be distributed at the meeting for action by the P & RC. The goals are expected to be presented to the City Council in March.

Fiscal Impact:

Attachments:

1. 2020 Parks and Recreation Commission Goals

Parks and Recreation Commission (P&RC) Goals Calendar Year 2020

The Parks and Recreation Commission (P&RC) identifies annual goals that further the development and enhancement of the City of Richland Parks and Recreation facilities. The goals are measurable with specific performance objectives that can be monitored and tracked throughout the year.

The following are the goals and objectives established by the P&RC.

P&RC Goal 1 – Work with staff in their effort to provide programs and recreational activities for Richland. (Strategic Leadership Plan Focus 3 & 5)

Objective 1 – Capitalize on Visit Tri-Cities recommendations to expand Hanford Legacy Park to meet the growing needs for multipurpose fields in the community through partnerships with sports groups and advocate field development to City Council.

Objective 2 – Offer input and support staff in revitalizing the Vita Parcours in Leslie Groves Park to fit current recreation demands.

Objective 3 – Work with staff to develop a Master Plan for South Orchard Park.

P&RC Goal 2 – Support staff in identifying and prioritizing unique natural habitat, ecologically sensitive areas, significant landforms, and appropriate native vegetation areas to protect as natural open spaces. (Strategic Leadership Plan Focus 4)

Objective 1 – Partner with Friends of Badger Mountain to establish the long-term vision and Master Plan for the Little Badger Mountain trail system.

Objective 2 – Support staff in coordinating with appropriate agencies to validate, establish, and recommend to Council a non-motorized zone in Leslie Groves Park between the shoreline and Nelson Island.

P&RC 3 – Promote user-friendliness and safety in Richland Parks and Recreation facilities by reviewing safety data and the use of facilities. (Strategic Leadership Plan 6)

Objective 1 – Obtain public input about how to best improve the safe atmosphere in Richland Parks, Trails, and Recreation Facilities. (May 2020)

Objective 2 – Coordinate with City agencies in establishing mitigating measures (e.g. speed, signage, and restrictions) for electronically assisted bikes and scooters on Richland Parks Trails.