



**ATHELTIC FACILITIES AGREEMENT
(EVERETT LITTLE LEAGUE)**

This Athletic Facilities Agreement (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Facility User identified in the Basic Provisions below (“**Facility User**”).

This Agreement concerns the Facility User’s use of certain facilities for athletic and recreational uses, which are defined in this Agreement as the “**Athletic Facilities.**” This Agreement includes the Basic Provisions below, the attached Exhibit A (General Provisions) and the attached Exhibit B (Athletic Facility Use Provisions).

BASIC PROVISIONS	
Facility User	Everett Little League
	PO Box 12946
	Everett, WA 98206
	Facility User contact name: David Simms
	Facility User contact email address: President@everettlittleleague.org
City Project Manager	Cory Rettenmier
	City of Everett – Parks and Facilities Department
	802 E Mukilteo Blvd
	Everett, WA 98203
	crettienmier@everettwa.gov
Term of Agreement	From date of last signature on this Agreement until December 31, 2025.


BASIC PROVISIONS	
Facility User Insurance Contact Information	Keystone Risk Managers, LLC
	N/A
	N/A
Everett School District	Is any Athletic Facility under this Agreement owned/operated by the Everett School District?
	<input type="checkbox"/> No No Everett School District provisions are added to the Agreement.
	<input checked="" type="checkbox"/> Yes The following Everett School District provisions are added to the Agreement: <ul style="list-style-type: none"> ▪ Facility User will comply all rules of the School District for each School District Athletic Facility. ▪ The School District and its officers, employees and agents are added as Indemnitees under Section 5 of the General Provisions. ▪ The School District and its officers, employees and agents are added as Additional Insureds under Section 6 of the General Provisions. ▪ Use of Athletic Facilities owned/operated by the Everett School District is subject to the interlocal agreement between the City and the School District dated September 7, 1999, and all amendments thereto (as amended, the <i>“Interlocal Agreement”</i>). In addition, the Everett School District and the City have entered into Letters of Understanding supplementing the Interlocal Agreement (the <i>“Letters of Understanding”</i>) dated September 27, 2023. Facility User agrees that: (1) the Interlocal Agreement and Letters of Understanding are incorporated into this Agreement; (2) Facility User acknowledges that it has received a copy of the Interlocal Agreement and the Letters of Understanding; and (3) Service Provider will comply with the Interlocal Agreement and Letters of Understanding and will fully cooperate with the City and the Everett School District in the administration of and compliance with the Interlocal Agreement and Letters of Understanding.

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Facility User have executed this Agreement, which includes the above Basic Provisions, the attached Exhibit A (General Provisions), and the attached Exhibit B (Athletic Facility Use Provisions).

**CITY OF EVERETT
WASHINGTON**

EVERETT LITTLE LEAGUE



Cassie Franklin, Mayor



Signature: _____

Name of Signer: David Simms

Title of Signer: President

12/18/2024

Date

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
DECEMBER 18, 2024

EXHIBIT A

GENERAL PROVISIONS

1. **Athletic Facilities.** Facility User may use certain Athletic Facilities as set forth in Exhibit B of this Agreement. Except as may be specifically otherwise provided in this Agreement, Facility User accepts the Athletic Facilities and their improvements in their “as is” condition.
2. **Term.** This Agreement shall commence as of the date of last signature on this Agreement. This Agreement will expire on the end date set forth in the Basic Provisions.
3. **Agreement Termination.** The City may terminate this Agreement, without any liability whatsoever to the Facility User, at any time, and for any reason, upon not less than twenty (20) days written notice to Facility User. This will not limit remedies the City may have for the violation or non-performance of any of the provisions of this Agreement.
4. **Subletting/Assignment of Agreement.** Facility User shall not sublet or assign this Agreement without the prior written consent of the City.
5. **Indemnification.** Facility User will save the City and its officers, employees and agents (each such person, an “**Indemnatee**”) harmless and indemnify them from and against any and all losses, claims, expenses (including without limitation attorneys’ fees), suits, or damage by reason of any act or omission of Facility User or its officers, members, employees, subcontractors, third persons or agents which arises, directly or indirectly, as a result of or in connection with this Agreement, and will, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against an Indemnatee alleging injuries to person and/or damage to property by reason of such act or omission and will pay any judgment which may be obtained against an Indemnatee in such claim or suit. Nothing herein shall require Facility User to indemnify and hold harmless an Indemnatee from claims, demands, damages, expenses or suits caused solely by the negligence or willful misconduct of such Indemnatee. Facility User’s duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Facility User. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Facility User specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Facility User recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The provisions of this Section shall survive the termination or expiration of this Agreement.
6. **Insurance.**
 - A. Facility User shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Facility User’s own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least “A-” or better and with a numerical rating of no less than five (5), by A.M. Best Company and which are acceptable to the City.
 1. **Commercial General Liability (CGL) Insurance** on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 - B. The City and its officers, employees and agents shall be “Additional Insureds” under the CGL policies.
 - C. The above CGL policy shall be primary as to all Additional Insureds and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed

- in derogation of the continuous duty of Facility User to furnish the required insurance during the term of this Agreement.
- D. Upon written request by the City, the insurer or its agent will furnish, prior to any use of any Athletic Facility, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - E. Prior to Facility User use of any facilities under this Agreement, Facility User shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance, including additional insured endorsements. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Facility User's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Facility User's obligations to fulfill the requirements of this Section.
 - F. Facility User certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Facility User shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. If requested by the City, Facility User shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance).
7. **Risk of Loss.** Facility User shall be solely responsible for the safety of its employees, agents and subcontractors in the use of the Athletic Facilities hereunder and shall take all protections reasonably necessary for that purpose. All use shall be done at Facility User's own risk, and Facility User shall be solely responsible for any loss of or damage to Facility User's materials, equipment, or other items.
8. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Facility User must provide services under this Agreement as an independent contractor. Facility User must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Facility User agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. Any and all employees of Facility User, while engaged in the performance of any Work, shall be considered employees of only Facility User and not employees of the City. Facility User shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Facility User, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Facility User's employees, while so engaged on any of the Work.
 - C. Facility User shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - D. Facility User assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Facility User and as to all duties, activities and requirements by Facility User in performance of the Work and Facility User shall assume exclusive liability therefor, and meet all requirements

thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

9. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Facility User shall make available to the City for the City's examination all of Facility User's records and documents with respect to all matters covered by this Agreement.
10. **City of Everett Business License.** Facility User agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
11. **State of Washington Requirements.** Facility User agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
12. **Compliance with Federal, State and Local Laws.** Facility User shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance hereunder.
13. **Use of Labor.** If Facility User is allowed under this Agreement to undertake construction, alteration, repair, or improvement of Athletic Facilities, Facility User may use volunteers for such work. Volunteers are individuals to whom no wage or salary compensation is paid, but Facility User may provide volunteers with clothing or tools; meals or refreshments; and accident/injury insurance coverage. If minors (under age 18) are participating in such work, Facility User assumes all responsibility for obtaining formal parental/guardian consent for the minor's attendance and participation. Facility User further acknowledges that Facility User is responsible for providing adequate adult supervision for all minor volunteers during volunteer service. If Facility User uses paid labor for work of construction, alteration, repair, or improvement of Athletic Facilities under this Agreement (regardless of whether such payments are from Facility User or Facility User subcontractor of any tier), then all such paid laborers must be paid an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries, in accordance with Chapter 39.12 RCW (Prevailing Wages).
14. **Compliance with the Washington State Public Records Act.** Facility User acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "**Act**"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Facility User. Facility User shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Facility User shall deliver to the City copies of all records relating to this Agreement or relating to the use of the Athletic Facilities that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Athletic Facilities, the City shall seek to provide notice to Facility User at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Facility User for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Facility User shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Facility User to comply with this Section.
15. **Equal Employment Opportunity.** Facility User shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Facility User shall comply with and shall not violate any

applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

16. **Waiver.** Any waiver by Facility User or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
17. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
18. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Facility User.
19. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
20. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Facility User shall be sent to its contact's email address in the Basic Provisions.
Notice to Facility User is deemed received upon sending.
21. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
22. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
23. **City Marks.** Facility User will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's prior written consent.
24. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any
25. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS

EXHIBIT B

ATHLETIC FACILITY USE PROVISIONS

1. ATHLETIC FACILITIES.

- A. **Athletic Facilities Definition and Schedule.** The Athletic Facilities and certain matters regarding of Athletic Facilities are described in the box below. Regarding of anything in this Agreement to the contrary, the City does not guarantee any use of any Athletic Facility, and the City has no liability whatsoever for any failure of the City to provide use of Athletic Facilities.

The City may provide fields shown in the table below (the “***Athletic Facilities***”) on the dates and times in the table below. The Parks Department will notify the Facility User of the available dates and times at the Athletic Facilities for scheduling practices and games. The Parks Department has final authority on all scheduling of Athletic Facilities

Field	Day	Time	Dates
Garfield North & South Field	Monday to Saturday	Not prior to 8:00am or later than 10:00pm	Monday, Feb 3 rd to Saturday, November 1st
Legion North & South Field	Monday to Saturday	Not prior to 8:00am or later than 10:00pm	Monday, Feb 3 rd to Saturday, November 1st
Jackson East & West Field	Monday to Thursday	4:00pm to 10:00pm	Monday, Feb 3 rd to Thursday, June 26 th & Monday, Aug 18 th to Thursday, Oct 30 th
Phil Johnson Field 2	Monday to Saturday	Not prior to 8:00am or later than 10:00pm	Monday, Feb 3 rd to Saturday, June 28 th & Monday, Aug 18 th to Friday, Oct 31 st

Lights Out. Lights will be turned off no later than 10pm at all Athletic Facilities allocated to Facility User.

No Use Dates. All Athletic Facilities are subject to no-use dates. These dates will restrict or eliminate Facility User use on those dates. The City determines no-use dates.

- B. **Allowed Use of Athletic Facilities.** The Athletic Facilities may only be used by Facility User for the allowed use(s) in the box below:

Little League Baseball/Softball and uses incidental to Little League Baseball/Softball

Facility user shall not use or permit the use of Athletic Facility for any other use without the prior written consent of the Parks and Facilities Director or designee, which may be withheld

at his or her sole discretion. Facility User shall not allow any other agency, association, group, or league to schedule or use an Athletic Facility without the written approval by the Parks and Facilities Director or designee.

- C. **Maintenance / No Modifications to Athletic Facilities.** Except as may be otherwise specifically allowed in this Agreement, no modifications are allowed to any Athletic Facility without the prior written approval of the Parks and Facilities Director or designee. Facility User shall be solely responsible for returning each Athletic Facility to a substantially similar or better condition after each use of an Athletic Facility. Any damage to an Athletic Facility related to Facility User's use of the Athletic Facility will be promptly repaired by Facility User to the same or better condition as existed prior to the damage.
- D. **Use of Other City Facilities.** The City may provide facilities (other than the Athletic Facilities) on a space available basis for Facility User meetings, scheduling, and other related business upon request from the Facility User. Use of these facilities shall be subject to the City's Facility Use Policies. There will be no charge for the use of these facilities.
- E. **Supplemental Provisions.** The following supplemental provisions also apply to the Athletic Facilities. If the box below is blank or marked "none," then there are no supplemental provisions.

Supplemental Provisions
<p>The City will be responsible for initial pre-season field preparation for all fields. This pre-season work will be accomplished by March 1 of each year, contingent upon weather conditions. The City does not guarantee the condition of the fields and the Facility User accepts the fields in the condition they are in as of March 1 annually.</p> <p>The City will provide bases, base anchors, pitching rubbers and home plates for all fields. Bases will be a break-away style acceptable to the City. These break-away bases shall be removed and stored securely by Facility User at the end of each day's use. If bases are lost, stolen or damaged, Facility User will be responsible for the replacement cost of the bases.</p> <p>The City will provide portable mounds at Phil Johnson. Facility User will be responsible for transporting all portable mounds on and off the fields when in use. If the portable mounds are lost, stolen or damaged, Facility User will be responsible for the replacement cost of the portable mounds.</p> <p>Facility User may provide its own locks and keys for Facility User's owned and approved equipment boxes/sheds, so long as Facility User provides the City duplicate key(s). Facility User is not permitted to use its own locks on City gates or City-owned buildings.</p> <p>Facility User shall be responsible for the maintenance, repair and appearance of its equipment boxes, sheds and/or buildings and any signage, all to a standard determined solely by the City. Facility User must remove all graffiti within 24 hours of observation. Facility User must properly store all flammable containers.</p> <p>The City will provide water, electricity, and lights at the fields listed in 1.A above that already have these utilities. The City will not install water, electricity, or lights.</p> <p>Some Athletic Facilities have automatic timers for the light systems that will enable</p>

the lights to be turned off automatically. The Athletic Facilities with light systems with automatic timers are stated in 1.A above. Facility User must ensure that all persons, including coaches, players, spectators, guests, and invitees, are aware of this and are aware of the time the lights are turned off.

Facility User will perform maintenance of the fields as described in the Field Maintenance Attachment to this Exhibit B.

2. **SCHEDULING / CUSTOMER SERVICE / STAFFING USE MANAGEMENT.**

A. **Scheduling.** Provisions regarding scheduling are as follows:

The City will assign the amount of time available to Facility User at each Athletic Facility field. All field space will be assigned to the Facility User in a block time format. A formula determined by the City will determine the amount of time and field space allocated to Facility User. Allocation of field time will be based on the total registrations received by Facility User.

Facility User shall perform all scheduling of games, practices, approved tournaments, and any services related to scheduling. Any person not utilizing the fields as scheduled may lose that scheduled time for the remainder of the season. This determination shall be made solely by the City.

At the end of the season, or 30 days after Facility's User's last use of the fields, Facility's User will provide the City a Field Use Summary in a format acceptable to the City. Fields will not be provided to Facility User for the following season or any subsequent season until an acceptable Field Use Summary has been provided to the City.

Facility User will provide documentation to the City of team and event registrations that will use an Athletic Facility within ten business days of the completion of the team or event registration.

B. **Customer Referrals.** The City may refer customers to Facility User. Facility User will treat all City-referred customers in a professional and courteous manner, such as by returning phone calls or responding to inquiries within one business day of receiving a phone call or inquiry.

C. **Facility User Provides Staff and Equipment.** Facility User will provide staff for each scheduled use of an Athletic Facility at the sole cost to Facility User. Except as specifically otherwise provided in this Agreement, Facility User will provide all equipment for all its uses of the Athletic Facilities under this Agreement, including without limitation game balls and/or other equipment for all games.

D. **Risk Management.** Facility User will report to the City any injury occurring during its use of an Athletic Facility no later than one working day after the injury. Facility User will immediately notify the City of any safety hazards that are apparent at any Athletic Facilities that Facility User cannot immediately remedy.

E. **Facility User Contact Person.** Facility User designates the Facility User's contact person stated in the Basic Provisions as the one point of contact between Facility User and the City. Facility User may change this person upon written notice to the City. This contact person will disseminate information provided by the City and will educate Facility User, its employees,

agents, contractors, teams, coaches, and spectators regarding the information. Facility User will discuss with the City at all issues it believes may be affected by this Agreement the time as the issue arises.

- F. **City Staffing.** Subject to City staff availability, the City will provide staffing as follows:

The City will provide one staff person as needed to facilitate field use. The City will not staff any Athletic Facility after 3:30pm Monday through Friday or after 1:30pm on Saturdays

City staff will not be responsible for handling any Facility User duties, such as scheduling conflicts, ejections, officials, scorekeeping, participant, or any other Facility User issues.

- G. **Cash Handling.** Facility User will provide a copy of Facility User's Refund Policy and Cash Handling Procedures to the City no later than one week prior to the first scheduled use of an Athletic Facility.
- H. **Rosters.** Unless otherwise decided by the City Parks and Facilities Director or designee, Facility User will provide the City copies of all rosters scheduled to use an Athletic Facility prior to the first scheduled use.

3. **FEES AND PAYMENTS.** Facility User will pay the City as set forth below. The City may on an annual basis modify the table below effective upon written notice to Facility User:

In lieu of field usage fees, Facility User will provide the following:

- Daily field preparation and maintenance for games and practices at the following fields: Legion Park, Jackson Park and Garfield Park as described in the Field Maintenance attachment to this Exhibit B.
- Perform pre-season and post-season work as described in the Field Maintenance attachment to this Exhibit B.
- Provide supervision and services at Phil Johnson Ballfields for all games and practices.

Facility User will also pay an annual field reservation fee of \$500.00. This fee will give Facility User priority use of the fields after City Parks and Facilities use. The reservation fee may be waived if Facility-User funded field improvements, repairs and purchases exceed \$4,000 in a calendar year (not including labor costs). All purchases, improvements and repairs must be pre-approved by the City Parks and Facilities prior to the improvement, repair or purchase being made. Any overages will not be carried over into a new contract year. Documentation of all approved purchases must be submitted to the Kasch Park Athletics Office by June 15, annually.

Additional fees may be charged to Facility User for the costs of additional infield mix, field drying products, end of season maintenance work and other requests by Facility User to include but not limited to, extra keys and locks, and bases.

The City will bill Facility User fees annually by February 19. Non-payment of this billing will result in termination of further field use until the fees have been paid.

4. **CONDUCT / RULES AND REGULATIONS**

- A. **Rules.** Facility User will comply with all rules and regulations listed in the table below. If Facility User (or any of its employees, agents, contractors, teams, coaches, invitees, guests or spectators) violate the rules, regulations, or limitations placed on Athletic Facility use, Facility User (and/or its employees, agents, contractors, teams, coaches, invitees, guests or spectators) may be prohibited from using an Athletic Facility for any amount of time the City deems appropriate.

Rules and Regulations	
1.	Facility User will enforce the Park Rules and Regulations & Field Rules and Regulations with respect to the fans, players, invitees, and guests.

- B. **Facility User Responsibility.** Facility User is responsible for the conduct of employees, agents, contractors, teams, players, coaches, spectators, invitees and guests. Facility User shall provide copies of the rules and regulations to all coaches and shall enforce all rules and regulations with respect to all Facility User's employees, agents, contractors, teams, players, coaches, spectators, invitees and guests. Facility User shall suspend employees, agents, contractors, teams, players, coaches, spectators, invitees, or guests who violate rules and regulations. Facility User shall provide adequate adult supervision during all its use of an Athletic Facility.
- C. **Code of Conduct/Disciplinary Procedures.** Facility User will provide a copy of Facility User's code of conduct to the City one week prior to the first scheduled use of an Athletic Facility and will enforce the code of conduct during all use of Athletic Facilities. Facility User will provide a copy of Facility User's disciplinary procedures to the City one week prior to the first scheduled use of an Athletic Facility and will enforce the disciplinary procedures during all use of Athletic Facilities.
- D. **Gender Equity.** Facility User will comply with the City of Everett's Community Athletics Programs Non- Discrimination (aka Gender Equity) Policy, which is available at: <https://www.everettwa.gov/DocumentCenter/View/1261/Athletics-Non-Discrimination-Policy-PDF#:~:text=Equal%2C%20as%20related%20to%20participation%20in%20communit%20athletics%2Fsports,use%20by%20day%2C%20time%20of%20day%2C%20and%20quality>.

5. **MARKETING AND PROMOTION.** So long as Facility User is in compliance with this Agreement, the City will assist in the marketing and promotion of the Facility User's use of the Athletic Facilities as follows:

Marketing and Promotion
None

6. **ADDITIONAL PROVISIONS.** Facility User and City also agree as follows:

Facility User will conduct all business related to the operation of the concession and comply with all applicable laws, rules, and regulations, including, but not limited to Snohomish County Health Department and City and/or State licensing requirements.

Facility User will provide the City a copy of a valid and current health permit as provided by the Snohomish County Health Department

Facility User is responsible for all costs associated with the operation of the concessions, including, but not limited to, equipment, labor, supplies, and utilities.

Facility User will procure and maintain fire and casualty insurance covering the concession structure and contents at the expense of Facility User. Facility User shall provide the City with a Certificate of Insurance naming the City, its officers, employees, and agents as an additional insured on this policy and agrees to provide the City with at least thirty days written notice of cancellation.

The concession facility at the Garfield Park and the storage facilities at the Legion Park Ballfields are the property of the City. No modifications are allowed without the prior written approval of the City Parks and Facilities Director or designee.

Facility User will store all gas cans and other flammable material appropriately and in certified containers.

ATTACHMENT TO EXHIBIT B
Field Maintenance

Facility User shall perform daily preparation and maintenance at the following fields:

Garfield Park – 2 fields
Legion Park Ballfields – 2 fields
Henry M. Jackson Park – 2 fields

All maintenance shall be performed in accordance with specific guidelines and training as established in this attachment. Failure to comply with these procedures shall result in Facility User paying for any costs the City shall incur to return the fields to safe, playable standards and/or a condition of like quality from start date of use.

LITTLE LEAGUE WORK PARTIES – Pre and Post Season

The City and Facility User will agree to a scheduled date when both the City and Facility User will coordinate efforts to do necessary pre and post season work. As needed, an Facility User work party may be required to assist the City with these efforts.

Pre-season:

The City will:

Install all bases where needed.
Fill holes and level the field by raking and adding infield mix as needed.
Lower the infield lip if needed. Also remove the lip along infield and dugout fences as necessary.
Clean-up dugouts, under and around bleachers and spectator areas of dirt, leaves, and other debris.

Facility User will:

Install any dugout covers (tarps) at approved facilities as approved by the City.
Provide any additional dugout covers (tarps) as pre-approved by the City.

Post-season:

The City will:

Remove all bases where needed.
Fill holes and level the field by raking and adding infield mix where needed.
Clean dugouts, under and around bleachers and spectator areas of dirt, leaves, and other debris.

Facility User will:

Remove and put away all little league items on city fields, (i.e. tarps over dugouts and other league equipment, signage etc.).
Report any fence repairs or damages to the City.

FIELD PREPARATION, MAINTENANCE AND CLOSURE PROCEDURES

REMOVING EXCESS WATER FROM FIELDS:

Hand pumps can be used to remove large amounts of water, such as puddles, from a field in a minimal amount of time. Hand pump(s) must have a discharge hose long enough to reach at least 15' into the outfield grass. If no discharge hose is available, discharge water from the hand pump must be dumped 25' into the outfield area and distributed evenly.

DO NOT put any wet/muddy material on lip.

Play Ball or Diamond Dry is a very quick drying agent. This method should be used sparingly especially if other methods can be used in conjunction with using field drying products.

Puddle Pillows may be used to soak up small puddles in areas such as in front of the pitching rubber and around home plate. Use of a mop ringer and a bucket will facilitate immediate reuse of puddle pillows. Water in discharge bucket will be dumped 25' into the outfield grass area.

Avoid excessive and unnecessary contact (walking on) with muddy infield. This will percolate the water to the surface; create a slurry, possibly delaying the natural drying time.

MIXING DRYING PRODUCTS INTO WET AREAS:

Play Ball or Diamond Dry may be applied directly onto wet areas after as much water as possible has been removed. Using a field rake, you can lightly work it into the soil until dry, and then tamp to firm.

What products cannot be used? Saw dust, chips, sand, wood pellets, straw or similar material.

Application of Play Ball or Diamond Dry should not be administered when it is raining.

CHALKING BASELINES:

When chalking baselines, do not apply any chalk into grass areas. Chalk lines must be stopped 18 inches before the infield/outfield line. Facility User is responsible for painting the grass lines at Garfield, Jackson, and Legion Park Ballfields.

END OF DAY TASKS:

Fill the holes in the batter's boxes and catcher's area. Pack the dirt. Whenever dry, water the area before packing. Follow the packing with a thorough raking. There must be no footprints left to fill with water over night.

Rake loose dirt back on top of mound. Fill and pack the holes left by the pitcher. Follow the packing with a light raking to eliminate any depressions. There must be no footprints left to fill with water over night.

Follow steps 1 and 2 for the bullpen area(s).

Remove bases and rake dirt level and pack. Store bases securely at end of each use.

Fill the sliding areas at each base.

Rake the baselines smooth. There must be no footprints left to fill with water over night.

Rake both the infield dirt or skin edge and outfield grass edge to return excess dirt preventing build up at grass edge that will create "lipping" where the grass meets the dirt.

Rake and broom the base coaching areas. There must be no footprints left to fill with water over night.

Check outfield for holes and torn out sod. Fill with dirt as needed.
Sweep out dugouts and pick up garbage. Dispose of garbage properly.
Pick up garbage under and around stands and spectator areas. Dispose of garbage properly.
Rake level the infield positional players' areas. These are the areas where the 1st, 2nd, SS, and 3rd base players play.

Tools You Will Need:

- Landscape or Loam Rakes
- Flat shovel
- Tamping tool
- Base dig out tool
- Hoses, nozzles, and quick coupler quills
- String winder
- Hammer & spikes for chalking and lining

MAINTENANCE OF SKINNED AREAS

One part of the maintenance program that is crucial to the safety of the player is having an even surface that allows the player to run and slide safely. Some of the problems associated with the maintenance of the infields and running paths are:

Worn areas near bases.
Soil build-up between turf and skinned areas.
Problem wet areas.
Dusty or loose running paths.
Abrasive soil composition.

LEVELING OFF WORN AREAS AND HOLES

It is important to level off certain high use areas daily so that the players may perform safely. These areas include running paths, sliding zones, pitcher's mound, and the batter's box, and positional players' areas.

Leveling off will be done every day before use. After this is done, the daily prep will be started.

Shovel and/or rake excess-mounded infield mix into the holes in the running paths and around bases. Watering, grading, and packing are then necessary to form a firm level surface. Put bases back in.

DRAGGING SKINNED AREAS

The purpose of dragging the skinned area is to retain a smooth and level-playing surface that will be safe to run on and will help prevent bad ball hops. Dragging loose surface material into the low spots with a variety of dragging equipment and procedures can do this. Dragging and scarifying the infield dirt, will mix the various sizes of the sand in the mix, and assist in the percolation of water (drainability) in the infield mix. It is beneficial if the surface can be scarified to a depth of 0.5", but not greater than 1.0"

Before and after the field has been dragged, lightly wet the surface to settle the dust and to gently pack the loose material. Having the appropriate soil moisture level is critical to the safety and performance of the players so it should be monitored carefully. The amount of water to be used will depend on soil properties and environmental conditions. The drag apparatus usually consists of a heavy

steel frame with bolts projecting into the infield surface. Commercial Grade Drag is required. When using mechanical drag, stay 3 feet away from the outfield grass. This area will need to be raked by hand. DO NOT drag over: sprinkler heads, bases, base anchors, pitching rubbers, or home plates.

There are several types of dragging patterns that can be used to achieve the desired result, such as baseline, circular or figure eight patterns, or reversing the direction every time. The type of equipment you use will influence the pattern you use. Becoming familiar with your equipment is a key to successful dragging. Changing your dragging pattern will avoid uneven dragging. Everett Parks Athletic Maintenance will provide a copy of the drag patterns they use, if requested.

CORRECTING SOIL BUILD-UP BETWEEN TURF AND SKINNED AREAS

The process of dragging the skinned areas involves moving soil around to achieve a level surface. Over a period of time the loose soil can drift or even be dragged directly into the bordering turf area, which will often create a “lip” when it gets mixed among the turf and its thatch.

If the lip is allowed to continue, it can form a ridge of soil around the entire border of the skinned area, and onto the outfield grass, which can create a hazardous change in the elevation of the infield dirt and outfield grass. One way to prevent this buildup is to avoid dragging loose material up to the turf area. Leave a 36” zone between the turf border and the skinned area so that loose material does not get dragged onto the turf. Empty the drag mat or groomer on the infield (instead of the turf) and empty at different locations each time. This zone must be hand raked when the dragging process is completed.

Once dragging has been completed you must manually rake along the turf border to remove any soil that sticks to the turf or drifts into the turf area.

A common cause of lip build-up is the pushing of water from the infield into the outfield turf. DO NOT DO THIS. This will create a lip and make an unsafe playing condition. Use a water pump, puddle pillows and empty the water into buckets to remove water. Refer to methods of removing water from fields, page B2

REMOVING LITTER AND DEBRIS

Providing a safe playing surface involves removing maintenance equipment from the field such as hoses and rakes as well as the removal of litter and other unsafe debris.

Provide waste cans in appropriate locations such as exit points from bleachers and along walkways to reduce the problem of littering.

Inspect the playing field each day before games for broken glass or hazardous debris. Incidental rocks picked up must be put into a garbage can and not thrown out into the turf.

Clean the bench and bleacher areas daily. Do not let litter build up.

INSPECTING HOME PLATE AND PITCHER’S RUBBER

When inspecting home plate, make sure that the edges are flat, and the top of the plate is level with the playing surface.

Check the surface for irregularities or worn spots. The surface must be smooth.

The pitcher’s rubber must be level with the surrounding surface and anchored securely to the ground.

The pitcher’s rubber must be replaced when showing severe wear or gouges, which may hinder player

performance.

MAINTENANCE OF FENCING AND BACKSTOPS

Fences provide an enclosure around the ball facility to keep the ball within the boundaries and protect spectators from being hit by the ball. Because the ball is often in play up to the fence, players frequently come in contact with the fence, which can create potential injury problems.

INSPECTING BACKSTOPS

Backstops take considerable punishment from the frequent pounding of oncoming balls. Since they often provide protection for spectators, they must be checked regularly to make sure they are safe and secure.

Look for loose ties, stretched fencing, holes in the fencing, loose, splintered, or worn-out boards, or gaps in protective netting during scheduled inspections.

WARNING TRACK

Warning tracks are often installed to warn outfielders that they are nearing the fence. They are an important safety feature for facilities that accommodate higher skilled league play. They should be inspected and drug at least twice a week.

TURF MANAGEMENT

A good turf playing field provides reliable running traction, added shock absorption, and a pleasing appearance. The important turf management practices include irrigation, soil cultivation, mowing, fertilizing, thatch control, weed control, pest control, overseeding and renovation.

Do not operate equipment when the soil is too wet. This may cause hazardous tire ruts. Make turns on a firm surface such as the infield area or warning track to reduce the risk of tire ruts.

BLEACHER MAINTENANCE

Spectator safety is a concern of the maintenance staff and bleacher maintenance is part of that concern. The nuts and bolts on the bleachers must be inspected and tightened regularly as well as the guardrails and end caps. Check for splintered, worn out seating or walking planks, protrusions and sharp edges that could be hazardous. Repair or replace as necessary.

FOUL LINE MAINTENANCE

Foul lines can pose safety problems if not properly maintained. Use a paint that is not harmful to the skin or eyes. A difference in elevation can form between the bare soil and the elevation of the turf. If this occurs, regrading along the line can become necessary.

Foul lines must be straight from the back point of home plate to the outfield foul poles such that a string line should line up even with the outside edge of first and third base. The chalk line must be placed on the inside of the string line. Chalking product must stop 18" for the turf lip.

GENERAL SAFETY PRECAUTIONS

Hazardous conditions may require games to be relocated, rescheduled or canceled until the safe use of the area can be restored. A judgment from a supervisor or lead should be made. Place barriers or warning signs around the problem area to warn the public of the potential hazard.

CONDITIONS REQUIRING FIELD CLOSURES

Insufficient lighting.

Dangerous field conditions with significant potential for player injury in the infield or outfield (Loss of traction by players).

Rain squall with excessive water on field, creating significant potential for player injury.

Lightning storm within 5 miles of the facility. (No exceptions to this rule.)

Lack of ability to prepare fields from previous use or excess weather events (Holes, excessive mud and water exist on the site).

Vandalism or damage to the fields creating significant potential for player injury.

Field closure determination is based on an actual walking and visual inspection of the fields, as well as the impending weather forecast for that remainder of the day and will be completed by Facility User.

All access gates to the fields will be locked.

Lightning events will cause the immediate suspension of all games and all persons will be removed from the fields. Games may not resume until all lightning within 5 miles has ceased.

CONCLUSION

This program has focused on some important safety procedures and issues regarding the maintenance of softball/baseball fields. Ball field maintenance is a responsibility that goes beyond making the field look good. Efforts in maintaining the field will be appreciated by many people who will have a fun and safe experience because of the work being done by Facility User.












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Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASY3a3ws7eMf5W772BkxuSgz3dATHHNnA

"Everett Little League._revSD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-12-18 - 10:54:09 PM GMT
-  Document emailed to joshie@everettwa.gov for approval
2024-12-18 - 10:54:56 PM GMT
-  Email viewed by joshie@everettwa.gov
2024-12-18 - 10:56:13 PM GMT
-  Signer joshie@everettwa.gov entered name at signing as Jeremy Oshie
2024-12-18 - 10:56:54 PM GMT
-  Document approved by Jeremy Oshie (joshie@everettwa.gov)
Approval Date: 2024-12-18 - 10:56:56 PM GMT - Time Source: server
-  Document emailed to Cory Rettenmier (crettenmier@everettwa.gov) for approval
2024-12-18 - 10:56:58 PM GMT
-  Email viewed by Cory Rettenmier (crettenmier@everettwa.gov)
2024-12-18 - 11:11:30 PM GMT
-  Document approved by Cory Rettenmier (crettenmier@everettwa.gov)
Approval Date: 2024-12-18 - 11:11:49 PM GMT - Time Source: server
-  Document emailed to dsimms123@hotmail.com for signature
2024-12-18 - 11:11:50 PM GMT
-  Email viewed by dsimms123@hotmail.com
2024-12-18 - 11:13:16 PM GMT
-  Signer dsimms123@hotmail.com entered name at signing as David Simms
2024-12-18 - 11:14:36 PM GMT



Document e-signed by David Simms (dsimms123@hotmail.com)

Signature Date: 2024-12-18 - 11:14:38 PM GMT - Time Source: server



Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2024-12-18 - 11:14:40 PM GMT



Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-12-19 - 1:30:06 AM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-12-19 - 1:30:34 AM GMT - Time Source: server



Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2024-12-19 - 1:30:36 AM GMT



Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-12-19 - 3:59:30 AM GMT



Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-12-19 - 3:59:45 AM GMT - Time Source: server



Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-12-19 - 3:59:47 AM GMT



Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-12-19 - 4:33:05 PM GMT - Time Source: server



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2024-12-19 - 4:33:05 PM GMT