

WEST BOUNTIFUL CITY

RESOLUTION #512-22

A RESOLUTION AUTHORIZING THE EXECUTION OF BASEBALL FACILITIES USE AGREEMENT

WHEREAS, annually, outside organizations desire to utilize the playing fields and related facilities at the West Bountiful City Park (the "Park") for the purpose of operating a youth baseball league during the summer baseball season; and

WHEREAS, the City desires to promote recreational opportunities for its youth; and

WHEREAS, the City is willing to permit organizations to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to execute the agreement included as Attachment A each year as necessary.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 15th day of February 2022.


Kenneth Romney, Mayor

Voting by the City Council:

Aye

Nay

Councilmember Ahlstrom

☒

Councilmember Bruhn

☒

Councilmember Enquist

☒

Councilmember Preece

☒

Councilmember Wood

☒



ATTEST:


Cathy Brightwell, Recorder

FACILITIES USE AGREEMENT

This Agreement is made and entered into as of February 15, 2022, by and between West Bountiful City, a municipal corporation (the "**City**"), and _____, (the "**League**").

WITNESSETH:

WHEREAS, the League desires to utilize the playing fields and related facilities at the West Bountiful City Park (the "**Park**") for the purpose of operating a youth baseball league during the summer baseball season; and

WHEREAS, the City desires to promote recreational opportunities for its youth; and

WHEREAS, the City is willing to permit the League to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

WHEREAS, the parties desire to reduce their respective agreements and understanding to writing,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall run from the date of execution until July 1, 202_, unless sooner terminated as provided herein.
2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit the League a non-exclusive use of the following facilities (collectively, the "**Facilities**") on the dates and at times described below, as modified from time to time by written consent of the parties:
 - a. Facilities:
 - i. 3 Ball Diamonds on the north side of the Park;
 - ii. The concessions "Snack Shack";
 - iii. The concessions restrooms; and
 - iv. Storage containers as described in Section 6.
 - b. Dates: March 1, 202_ to July 1, 202_
 - c. Weekday Times: 2:00 pm to 9:30 pm
 - d. Saturday and Tourney Times: 8:00 am to 9:30 pm

3. No Sublease. The City reserves all rights with respect to the use, lease, or rental of its facilities. The League is explicitly forbidden from renting, leasing, sub-leasing or profiting in any way by charging fees for the Facilities to any person or organization. This prohibition extends to the scheduling of the Facilities for any event outside of the League's regularly scheduled events, which shall be noticed to the City in advance according to the provisions of this Agreement.
4. Restrictions. The League shall provide the City a schedule of all games to be played at the Facilities, including any post-season play-off games, fifteen (15) calendar days before the first scheduled game.
 - a. Except as expressly provided within this Agreement, the League shall not be allowed to use Park facilities other than the Facilities without permission from the City.
 - b. The City retains exclusive rights to all facilities for city events.
 - c. Additional scheduling beyond the initial schedule may be made with the City by providing notice fourteen (14) days prior to the new events. The City may approve or deny any scheduling request in its sole discretion.
 - d. The City understands that baseball is played in all kinds of weather; however, the City reserves the right to cancel use of specific fields if it determines that damage to the fields is so severe that further play would increase the damage beyond an acceptable level, or would be unsafe for use. In these rare instances, the City expects the League to find alternative fields. The League may appeal a decision about field use in writing to the City Administrator. The City Administrator or his/her designee will respond to the appeal within one (1) business day of receipt of written appeal, and the decision of the City Administrator will be final and binding upon the League.
 - e. **Only vehicles authorized by the City will be allowed onto the fields or walkways.**
5. Maintenance. The parties hereby acknowledge that the real property comprising the Facilities, together with the improvements and fixtures attached thereto and the two portable pitching mounds, are owned by the City. Equipment furnished by the League shall be owned by the League.

- a. During the term of this Agreement, maintenance for normal wear and tear of the playing fields and related facilities shall be provided by the City, with the exception of the fixtures and equipment within the "Snack Shack."
 - i. Except for repairs or maintenance needed as a result of use by the City during City-sponsored events, any repairs or maintenance to the Snack Shack shall be the responsibility of the League, including plumbing and fixtures, counter tops, electrical, water heater, cabinets and cupboards.
 - ii. The League will be responsible to maintain, repair, and replace the portable pitching mounds provided by the City, except for normal wear and tear.
 - b. To the extent known or planned, the City will notify the League prior to the start date of planned maintenance or improvements that may interfere with scheduled events.
 - c. The League shall be responsible to prepare and drag the infields. No motorized vehicles are to be used for this purpose, except for 4-wheelers of a size of 500cc's or less. 4-wheelers are not to be operated on any portion of the fields, or Park, other than to drag and prep the infield and for direct access to the field for that purpose.
6. Storage. The League shall be allowed storage in the parking area not to exceed 360 sq. ft. total footprint. The location of the storage containers is subject to approval of City Staff. The League shall maintain the storage containers in a clean manner and shall promptly (within 48 hours) remove any graffiti that may be placed upon them.
7. Use Fees. For the term of this Agreement there shall be no use fee.
8. Supervision. All persons utilizing the Facilities as a result of this Agreement shall be supervised by the League and as necessary by additional responsible adults designated by the League. All such supervisors shall be identified as such upon request of the City's personnel.
9. Regulations. The League and all persons responsible for providing supervision shall obey any reasonable directions or instructions of City personnel and shall comply with

all applicable rules and regulations of the City where the same apply to the League and the League's activities. All employees, supervisors and representatives of the League shall adhere to appropriate safety and legal requirements in operating any equipment or machines, or in performing any duties required of the League under this Agreement. The League shall also comply with all Federal, State, and affiliated association regulations as applicable. Where conflicts within the regulations occur, the order of precedence shall be Federal, State, City, League, and then Association.

10. Health and Safety Measures. The League will abide by and enforce all health or safety measures required by the City or applicable health departments with respect to participation in practices, scrimmages or games, as players, coaches, or observers; and the use and sanitation of Facilities (including any pandemic-related restrictions). The League acknowledges the City's right to cancel, reschedule, or modify any event based on health or safety regulations.
11. Clean-Up. The League and the League's supervisors shall assure that the playing fields and related Facilities are used in a safe, prudent, and responsible manner and only for their usual and intended purposes.
 - a. The League's supervisors shall be responsible for cleanup after each use and shall leave the Facilities and Park property in a clean and orderly condition after each use.
12. Damage. The League shall be liable for any damage other than ordinary wear and tear resulting to the City's property, including the Facilities, caused either by the League or the persons the League is responsible for supervising, which include players, coaches, and others participating in or watching practices or games.
 - a. The City shall, at its sole discretion, repair or cause to repair such damage and invoice the League for the costs of repairs. This includes graffiti removal on the League's storage containers in the event that the Leagues does not remove the graffiti within 48 hours of it being reported. Such costs shall include parts and materials, standard labor rates, and equipment rentals as needed, and may be paid from the deposit left with the City.
13. Sponsorship. The League shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and other Facilities are to be used by the League.

14. Improvements and Signage. No improvements or signage shall be constructed or installed by the League on the City's property without the prior consent of the City. No changes in any existing improvements or new improvements shall be made unless formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations.
15. Insurance and Indemnification.
- a. Insurance. The League shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the League's program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City, its officials, officers, employees, and representatives as additional insureds. The League shall obtain and maintain any casualty or other insurance deemed desirable by the League to protect the League's equipment and property. The League will provide the City a certificate evidencing the insurance coverage required under this Agreement.
 - b. Indemnification. To the fullest extent permitted by law, the League expressly agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of the League's use of the Facilities; any cancellation, rescheduling or modification of an event based on health regulations (including pandemic-related restrictions); and any negligence or other fault of the League and its officers, supervisors, agents, and representatives in the performance of any of the League's obligations under this Agreement. The City hereby agrees to indemnify, defend and hold harmless the League, its officers, supervisors and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney fees, arising out of any negligence or other fault of the City, its officers, employees, agents and representatives in performing any of the City's obligations under this Agreement. Notwithstanding the foregoing, the City's indemnity obligations under this Agreement will not apply to any action taken in good faith pursuant to health or safety regulations (including pandemic-related restrictions).

16. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing the use of the Park, the playing fields and other Facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the League as permitted herein. The League shall not unreasonably interfere with other uses that are authorized or scheduled by the City and, in particular, those outside of the season schedule the League provides to the City under this Agreement.
17. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the League's use of the Facilities for a violation of the terms of this Agreement by the League or its agents, supervisors or representatives.
18. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The League shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.
19. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

IN WITNESS THEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

THE CITY:

THE LEAGUE:

By _____ By _____
Kenneth Romney, Mayor

ATTEST:

Cathy Brightwell, City Recorder