



MONROE CITY COUNCIL

Agenda Bill No. 19-027

TITLE:	Authorize the Mayor to Sign Agreement for Services with National Softball Association for the 2019 Northwest World Series
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/12/2019	Parks & Recreation	Mike Farrell	Mike Farrell	Consent Agenda #5

Discussion: 02/12/2019

Attachments: 1. Agreement for Services with National Softball Association *(reviewed and approved as to form by the City Attorney)*

REQUESTED ACTION: Move to authorize the Mayor to sign the Agreement with National Softball Association for the 2019 Northwest World Series; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATIONS

DESCRIPTION/BACKGROUND

This is the agreement between the City of Monroe and National Softball Association (NSA) for the 2019 Northwest World Series, to be held at Skykomish River Park July 26 through July 28, 2019. This will be the third time that this prestigious tournament has been held in Monroe. The event attracts one hundred and fifty youth teams ages eighteen and under, tournament officials, umpires, and families; many who will need lodging, food, and other services during their stay.

FISCAL IMPACTS

NSA shall compensate the City as outlined in Section E of the Agreement, which includes \$143 for administrative fees and \$30 per game per field. We also expect increases in parks concession sales and local economic impacts such as gas, food and lodging as a result of this event. The dates of this tournament, as well as other tournaments and events scheduled this season, will be announced to area businesses by the Monroe Chamber of Commerce and Snohomish County Tourism Bureau. Park maintenance priorities for the tournament will consist of athletic field preparation, garbage and litter pickup, restroom maintenance, and any other operational support.

TIME CONSTRAINTS

Tournament is scheduled for July 26 through July 28, 2019 to be held at Skykomish River Park.

ALTERNATIVES

Do not approve the National Softball Association 2019 Northwest World Series agreement.

**AGREEMENT BETWEEN THE CITY OF MONROE, A MUNICIPAL CORPORATION,
AND THE NATIONAL SOFTBALL ASSOCIATION'S
2019 NORTHWEST WORLD SERIES**

This Agreement is made and entered into by and between National Softball Association (“NSA”) and the CITY OF MONROE, a Washington municipal corporation (“CITY”).

WHEREAS, National Softball Association, considered Northwest Washington as the site of the 2019 NSA Northwest World Series for July 26 through July 28, 2019; and

WHEREAS, the event is estimated to attract one hundred and fifty teams, consisting of ages 10U through 18U, with twelve to sixteen players per team, in addition to family members, tournament officials and umpires who will need lodging, food and other services during their stay in Snohomish County; and

WHEREAS, the CITY recognizes the positive tourism impacts and economic benefits of hosting the NSA tournament and providing fields for tournament play; and

WHEREAS, CITY operates, maintains and schedules for recreation purposes those certain athletic fields identified herein (the “CITY FIELDS”).

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, NSA and CITY do agree as follows:

A. STATEMENT OF INTENT

1. The purpose of this Agreement is to provide an arrangement between NSA and the CITY for the scheduled use, maintenance, and compensation regarding the CITY FIELDS for the 2019 Northwest World Series for July 26 through July 28, 2019.

B. CONTRACT ADMINISTRATOR

1. NSA and the CITY each hereby appoint a Contract Administrator who will be responsible for administering this Agreement: NSA hereby designates Steve Jensen, NSA Northwest VP, as the NSA Contract Administrator. The CITY hereby designates Mike Farrell, Parks & Recreation Director or designee, as its Contract Administrator. At the direction of the parties, the Contract Administrators shall take such action as is necessary to ensure that this Agreement is implemented in accordance with its terms.
2. Communications regarding the tournament’s daily administrative needs shall be directed to:

Denise Jacobsen
Parks & Rec. Administrative Tech
806 W. Main
Monroe, WA. 98272
(360) 863-4559

C. LIMITATIONS OF NSA FIELD USE

1. NSA shall have exclusive use of the following five ball fields (“CITY FIELDS”) in accordance with the following schedule for the dates of July 26 through July 28, 2019:
 - a. Four ball fields at Skykomish River Park located at 413 Sky River Parkway between the hours of 7:00 a.m. and 9:00 p.m.
 - b. One ball field at Rotary field located at 372 Sky River Parkway between the hours of 7:00 am and 9:00 pm.

*** Note: Games will not start before 8:00 a.m.**

2. NSA shall not use or permit the use of the CITY FIELDS in violation of any federal, state, county or municipal law, rule regulation or ordinance. No tobacco or alcohol use shall be allowed anywhere at the CITY FIELDS at any time.
3. NSA is not authorized to use other CITY-owned property for warm-up play.
4. NSA is authorized to use the parking spaces at the CITY FIELDS sites in conjunction with, and only during its actual tournament play use of the CITY FIELDS hereunder. No overnight parking is authorized.
5. NSA is not authorized to make any alterations, additions or improvements to the CITY FIELDS nor damage any CITY-owned facilities in any way.
6. Use of any type of vehicle on the CITY FIELDS, motorized or non-motorized, is specifically prohibited, provided, that maintenance and emergency vehicles shall be allowed to access the site, but only for such time as is necessary to complete the maintenance or deal with the emergency.
7. Except as specifically set forth in this Agreement, NSA accepts the CITY FIELDS in an “as is” condition as being suitable for NSA’s purposes. CITY does not make, and hereby expressly disclaims, any representation or warranty concerning the condition of the CITY FIELDS and/or their suitability for any particular purpose.
8. CITY shall retain the right to access the CITY FIELDS at any and all times for City purposes.

D. OBLIGATIONS OF THE PARTIES

1. **NATIONAL SOFTBALL ASSOCIATION OBLIGATIONS – THE NATIONAL SOFTBALL ASSOCIATION SHALL:**
 - a. Be responsible for inspecting the CITY FIELDS prior to the tournament and assuring that said sites are safe before any and all games are played.

NSA shall notify CITY of any concerns or hazards at the CITY FIELDS prior to any games being played.

- b. Be responsible for determining safe field conditions and safe game play for players and spectators before and during the tournament, and be responsible for deciding to stop play before or during the tournament for any reason.
- c. Be responsible for crowd control and spectator safety before, during and after tournament play.
- d. Contact local Police and Fire departments in advance of the tournament and shall be responsible for arranging any required security and for any required emergency personnel response for the tournament.
- e. Agree to pay for all damages to CITY-owned properties and facilities, including without limitation the CITY FIELDS, resulting directly or indirectly from NSA tournament use and agree to return properties in the same or better condition at the conclusion of the tournament. Photographic documentation and field determinations shall be used to establish before and after conditions.
- f. Provide a site director and site umpire-in-chief at named sites, who shall have the requisite training, skill and experience necessary to manage the tournament and sites. Provide all other personnel necessary for NSA to carry out its obligations under this Agreement.
- g. Provide personal and souvenir merchandise for sale, and retain all proceeds from souvenir sales, less sales tax on merchandise sold.
- h. Provide field **maintenance specifications** and **game schedule** for CITY parks maintenance staff at least one month in advance of the tournament.
- i. Include CITY tourism and promotion materials in coach's packets and/or website links if available.
- j. Install tournament and sponsor banners on outfield fences, in accordance with sign ordinance referenced in CITY Municipal Code.
- k. During the tournament, NSA shall monitor dugouts, bleacher areas and ensure that litter is deposited in CITY-provided trash receptacles.
- l. The CITY provides three public restrooms; at Sky River Park, Rotary Field and Lake Tye Park. NSA shall provide any additional restroom facilities (self-contained) during its use of the site in an appropriate number to be in compliance with all applicable regulations of the Snohomish County Health Department. NSA shall be solely responsible for arranging and paying for such facilities. The restroom facilities shall not be located within the prescribed buffer area of any wetland, stream, or other environmentally

sensitive area on the underlying property. NSA shall ensure that any such self-contained restroom facilities shall be maintained in a clean, safe, and sanitary condition, and in a condition that minimizes any odor associated with use.

- m. Be and remain exclusively responsible for the training, actions and omissions, operations, compensation and safety of its employees, staff, agents and event participants.

2. CITY OBLIGATIONS - THE CITY SHALL:

- a. Provide and install outfield fencing, at the CITY FIELDS in accordance with the design specifications provided by NSA, on or before July 25, 2019.
- b. Use reasonable efforts to provide field preparation prior to tournament play each day, and provide reasonable field maintenance during tournament play every two games.
- c. Use reasonable efforts to empty trash receptacles as needed throughout tournament. During the tournament, NSA shall monitor dugouts, bleacher areas and ensure that litter is deposited in CITY-provided trash receptacles.
- d. Use reasonable efforts to provide contracted concessions at the CITY FIELDS, with proceeds to be retained by such concessionaires per the terms of separate contracts with CITY. Communicate with concessionaires to provide that concession stands will be open daily one hour prior to first game and stay open through the end of the final game.
- e. Provide only the existing bleachers located at each site. Additional bleachers for spectators will not be provided.
- f. Approve installation of tournament banners prior to start of tournament in accordance with CITY Municipal code.
- g. Install field dimensions for bases and pitching rubbers per NSA's specifications at all five (5) of the CITY FIELDS.

E. CONSIDERATION

1. NSA shall compensate CITY an Administration Fee for the 2019 NORTHWEST WORLD SERIES. The compensation will be one hundred and forty-three dollars.
2. NSA shall compensate CITY for the use of FIELDS, from July 26, 2019, through July 28, 2019. The rate of compensation will be thirty dollars for each game played on each of the seven CITY FIELDS.

For purposes of payment ~

*NSA guarantees the number of games per day per field:**
@ Sky River fields and Rotary field to be at least six (6) games.

*Subject to change per submitted game schedule (section D(1)(h))

3. Payment shall be paid to the City of Monroe, by August 15, 2019:

City of Monroe
Attn: Denise Jacobsen
806 W. Main
Monroe, WA. 98272

F. INDEMNIFICATION AND INSURANCE

1. To the maximum extent permitted by law, NSA shall defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the CITY'S premises or from any activity, work or thing done, permitted, or suffered in or about the premises arising directly out of, in connection with, or incidental to the NSA 2019 Northwest World Series or this Agreement, except that NSA shall not be required to indemnify the CITY against any liability for damages arising out of the sole negligence of the CITY. NSA's obligations under this paragraph also include, but are not limited to:
 - a. Indemnification of CITY for the sole negligence of NSA, the concurrent negligence of NSA, and/or the negligence of one or more third parties who are invitees or licensees or agents of NSA;
 - b. The duty to promptly accept tender of defense, and to provide defense to CITY at NSA's sole cost and expense;
 - c. Indemnification of CITY for claims made by NSA's own employees or agents; and
 - d. Reimbursement of CITY for any necessary expense, attorney's fees, or costs incurred in the enforcement of any part of this agreement within 30 days upon receipt of written notice that CITY has incurred them.
 - e. In the event that it is determined that RCW 4.24.115 applies to this agreement, NSA and its contractor(s) agree to defend, hold harmless, and indemnify CITY to the maximum extent permitted thereunder. CITY agrees to promptly notify NSA of any claim made against CITY regarding the Site if it relates to NSA's use of the Site pursuant to this agreement.

The provisions of this section shall survive the expiration or termination of this Agreement.

2. NSA shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the use of the CITY'S premises.

NSA shall provide a certificate of insurance evidencing:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence Form CG 00 01 covering premises, operations, products-completed operations, athletic participant, and contractual liability. The City shall be named as an additionally insured on NSA's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The insurance policy shall contain, or be endorsed to contain that NSA's insurance coverage shall be primary insurance as respect the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the NSA insurance and shall not contribute with it.

NSA shall provide a certificate of insurance and additional insured endorsement evidencing the required insurance before using the CITY'S premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

NSA's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of NSA to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or equity.

G. ANTI-DISCRIMINATION

In all services or activities, and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, religion, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. NSAS shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination. Any violation of this provision shall be considered a violation of material provision of this Agreement, and shall be grounds for cancellation, termination, or suspension, in whole or part, of the Agreement by CITY and may result in ineligibility for further CITY Agreements. NSA will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority. NSA shall be responsible for all reasonable accommodations and all necessary compliance with the Americans with Disabilities Act (ADA) in NSA's use and conduct of activities on the Site.

H. NO THIRD PARTY RIGHTS

Nothing contained herein is intended to or shall be construed to create any rights in any third party or to form the basis for any liability to any third party on the part of CITY or NSA or their officials, officers, employees, agents, or representatives.

I. ASSIGNMENT

NSA shall not assign its interest in this Agreement, or any portion thereof, without the express written consent of CITY.

J. GOVERNING LAW, VENUE AND ATTORNEY'S FEES

This Agreement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising hereunder shall be the courts of Snohomish County, Washington. In the event that either party commences litigation against the other in order to require performance of this Agreement, or to redress any breach thereof, the prevailing party in any such litigation shall be required to recover its costs and reasonable attorney's fees.

K. DISPUTE RESOLUTION

In the event that any dispute regarding this Agreement cannot be resolved by informal methods, each party shall, prior to commencing litigation, and before any termination becomes final, notify the other in writing of the particulars of the notifying party's position in the dispute, and the other party shall respond in writing within ten working days, setting forth its position and what, if any, action it will take with respect to the dispute. The notifying party shall reply in writing, indicating its satisfaction or dissatisfaction, as the case may be. In the event the notifying party remains dissatisfied, the parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced, or any termination becomes final.

L. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties regarding the use of the CITY FIELDS and no other or prior agreements, oral or otherwise, shall be binding upon the parties regarding the said subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

(SEAL)

CITY

National Softball Association:

Geoffrey Thomas, Mayor

Steve Jensen, NSA Representative

Printed Name

Printed Name

Date

Date

Attest By:

Elizabeth Adkisson, MMC, City Clerk

Date

Approved as to form:

J. Zachary Lell, City Attorney