

RESOLUTION NO. 1706

A RESOLUTION APPROVING THE LITTLE LEAGUE USE AGREEMENT AND  
AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT.

RECITALS:

- A. WHEREAS, the City has negotiated a Use Agreement with the Central Point Little League.
- B. WHEREAS, the City and Little League would benefit from the use agreement
- C. WHEREAS, the agreement is only viable if both entities agree upon a future construction project to modernize the existing facility.

**The City of Central Point resolves as follows:**

**Section 1.** The City Council hereby agrees to the Little League Use Agreement.

**Section 2.** The City Manager is hereby authorized to sign the use agreement and any related documents necessary to effectuate the agreement.

**Section 3.** This Resolution shall take effect immediately from and after its passage and approval.

Passed by the Council and signed by me in authentication of its passage  
this 9<sup>th</sup> day of June, 2022.

  
Mayor Hank Williams

ATTEST:

  
City Recorder

1 **Central Point Baseball Complex Use Contract**

2  
3 This agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of  
4 Central Point, a municipal corporation of the State of Oregon, hereinafter known as  
5 "CITY" and Central Point Little League, an Oregon nonprofit corporation, hereinafter  
6 known as "LEAGUE."

7  
8 The purpose of this agreement is to establish the terms and conditions of LEAGUE use  
9 of the Central Point Baseball Complex for a period of 100 years (July 1, 2022 to June 30,  
10 2122).

11  
12 **I. TERM AND DUTIES**

13 a. This agreement will run for one hundred years period from July 1, 2022, to  
14 June 30, 2122, unless otherwise terminated as provided in Section VI below.

15  
16 b. On or before February 15<sup>th</sup> each year LEAGUE will submit field reservation  
17 requests that will include dates and times for practices, games, and  
18 tournaments.

19  
20 c. CITY and LEAGUE representatives shall meet in November, January, and June  
21 (or such other times as reasonably agreed by the Parties) to evaluate facility  
22 usage issues, opportunities, and responsibilities. CITY and LEAGUE will also  
23 meet annually in September of each year to review the Central Point Baseball  
24 Complex Use Agreement to ensure that new LEAGUE board members are  
25 familiar with agreement requirements and obligations. Additionally, LEAGUE  
26 shall provide written notice to the Central Point Public Works and Parks

1 Director of the day, time, and location of all LEAGUE board of director  
2 meetings a minimum of three (3) business days prior to the meeting, which  
3 the CITY may attend in its sole discretion.  
4

- 5 d. LEAGUE must provide documentation to CITY no later than December 1 of  
6 each year that it conforms with ORS 418.701 (criminal background checks);  
7 the national Little League Child Protection Program which requires  
8 background checks on all volunteers and hired workers who provide regular  
9 services to the LEAGUE and/or have repetitive access to, or contact with  
10 players or teams; SB 721 (concussion awareness); and any other applicable  
11 state law pertaining to youth sports league administration.  
12

13 **II. INTERESTS OF PARTIES/FEES**

- 14 a. LEAGUE will have exclusive rights to use the Central Point Baseball Complex  
15 fields for Little League-sanctioned activities starting February 1 through June  
16 30 (or through the conclusion of All-Star-related events, games, or practices)  
17 (the "Exclusive Use Period"). Notwithstanding the foregoing, from February 1  
18 through June 30, the CITY retains exclusive rights to prioritize the use of turf  
19 facilities and to schedule CITY events at the complex when it is not in use by  
20 the LEAGUE. For purposes of this Section, the complex shall be deemed "not  
21 in use by the LEAGUE" during any dates/times which the League does not  
22 reserve fields or turf facilities during the Exclusive Use Period. During all times  
23 outside of the Exclusive Use Period, the CITY shall have exclusive rights to  
24 prioritize the use of the fields.  
25

- 1           b. This agreement shall not be construed to create any leasehold interest in or  
2           by any entity or any partnership or joint venture between the parties. The  
3           Central Point Baseball Complex shall be, and at all-times remain, a public  
4           recreation facility for the CITY of Central Point, and any benefits to LEAGUE  
5           shall be incidental to this primary purpose. The LEAGUE is solely responsible  
6           for the cost and operations of its programs.  
7
- 8           c. All plans for construction, capital maintenance, and facilities alterations must  
9           be submitted by the LEAGUE to the CITY for written approval prior to  
10          submitting any work for any necessary building permits or land use approval.  
11          In addition, all contracts for public improvements (as defined in ORS Chapter  
12          279) shall comply with public contracting requirements, including public  
13          bidding, prevailing wage rates, and contractor selection criteria.  
14
- 15          d. Notwithstanding the above, during the term of this contract, LEAGUE may use  
16          the CITY's water while performing duties associated with the staging of events  
17          and basic facility maintenance without charge by CITY.  
18
- 19          e. LEAGUE will remit to the CITY field use fees of \$5.00 for each individual  
20          participant registration for all Central Point Little League programs. Field use  
21          fees will be reviewed annually at the January meeting. An accounting of total  
22          participation and payment of the annual usage fee is due to the CITY no later  
23          than April 1<sup>st</sup> of each calendar year. Such accounting shall include the names  
24          of each participant, the amount collected from each, and the total collected  
25          from all participants.  
26

1 f. LEAGUE shall pay to CITY a \$1,000 annual license fee for the exclusive  
2 operation of the concession facility during LEAGUE's Exclusive Use Period. To  
3 the extent the LEAGUE works with third parties to operate or manage the  
4 concession facility, all such concessionaire contracts involving the LEAGUE or  
5 changes to concession management must be pre-approved by the CITY's  
6 Parks and Recreation Director or his/her designee.

7  
8 g. If mobile food vendors replace concession operations, vendor(s) shall be  
9 required to have a city business license and to otherwise comply with all City  
10 code standards for mobile food vendors. Additionally, the CITY shall be paid a  
11 fee of \$50 per vender per day for each day the vendor(s) provides on-site  
12 services. LEAGUE will be responsible for collecting said fees and remitting  
13 them to CITY. LEAGUE will provide an annual report on total fees received and  
14 make an annual payment of total fees to the CITY no later than July 1<sup>st</sup> of each  
15 calendar year. In the event LEAGUE fails to collect such fees from mobile food  
16 vendors, LEAGUE shall remain liable to pay CITY all such fees due. CITY has no  
17 duty to collect such fees from mobile food vendors.

18  
19 h. LEAGUE and CITY shall meet at least once per calendar year to review the fees  
20 identified in paragraphs e, f and g. CITY may raise fees as reasonably  
21 necessary subject to the following requirements: 1) CITY shall provide LEAGUE  
22 a minimum 90-days prior notice of fee increase(s) to become effective the  
23 following calendar year (e.g. in September 2025 City provides notice of its  
24 intention to raise fees for calendar year 2026); 2) fee increases shall be limited  
25 to a maximum of 5% over the then current calendar year fees; 3) in the event  
26 fee increases are unacceptable to LEAGUE the parties shall make a good faith

1 effort to reach mutual agreement over fee increases; 4) if no agreement may  
2 be reached, LEAGUE may provide CITY notice of its intention to terminate the  
3 Agreement effective January 1 of the next calendar year (e.g. if proposed fee  
4 increase for 2026 is unacceptable to LEAGUE, LEAGUE may terminate effective  
5 January 1, 2026).

- 6  
7 i. LEAGUE is responsible for meeting the following CITY insurance requirements  
8 as determined by Risk Manager:

9  
10 Commercial general liability insurance on an "occurrence" policy form  
11 covering bodily injury and property damage and blanket contractual  
12 liability. Such insurance shall be primary and non-contributory and  
13 provide limits of at least \$1,000,000 per occurrence and a General  
14 Aggregate of at least \$2,000,000. LEAGUE shall also maintain abuse and  
15 molestation liability of at least \$1,000,000. Insurance limits are subject  
16 to change based on requirements determined by the Risk Manager. In  
17 addition, LEAGUE shall name City, its elected officials, employees, and  
18 agents as additional insured's by endorsement. LEAGUE shall provide  
19 an additional insured endorsement to CITY evidencing such coverage  
20 no later than January 1<sup>st</sup> of each calendar year. All insurance policies  
21 required under this Agreement shall be in effect for the duration of this  
22 Agreement. All policies shall be primary and not contributory. LEAGUE  
23 shall pay the premiums on all insurance policies and insurance  
24 certificates must include a clause stating that the insurance may not be  
25 revoked, canceled, amended or allowed to lapse until the expiration of  
26 at least thirty (30) days advance written notice to CITY.

- 1 j. LEAGUE is responsible for electricity costs during its Exclusive Use Period  
2 (approximately February through June of each year). CITY will invoice the  
3 LEAGUE monthly during the Exclusive Use Period for electricity costs.  
4

5 **III. Indemnity and Compliance with Laws and Regulations**

- 6 a. LEAGUE will be solely responsible for any damage to CITY property as well as  
7 any damages arising out of death or bodily injury to persons or any other  
8 liability or damages resulting from or in connection with LEAGUE's operations  
9 on the subject property. LEAGUE agrees to indemnify, defend and hold  
10 harmless CITY, its elected officials, employees and agents (the "Releasees")  
11 from any claim, liability, damages, demands, actions, costs and expenses,  
12 including attorney fees and costs of defense, which may be incurred or  
13 asserted against Releasees, relating in any manner to LEAGUE'S operations,  
14 maintenance, use, or other action or failure to act in connection with the  
15 LEAGUE's use of CITY'S property or other obligations under this Agreement.  
16 Provided, however, that LEAGUE shall not be required to indemnify or hold  
17 harmless CITY against liability for damage arising out of death or bodily injury  
18 to persons or damage to property caused solely by the negligence of CITY, its  
19 elected officials, employees or agents.  
20
- 21 b. LEAGUE shall at all times observe and comply with all federal and state laws,  
22 local ordinances and regulations, and shall indemnify and save harmless CITY  
23 and all its elected officials, agents, and employees against any claim or liability  
24 arising or based on the violation of any such law, ordinance, regulation, order  
25 or decrees.

1 c. The CITY may, at its sole discretion, close the Central Point Baseball Complex  
2 or any of the facilities therein, if the condition of the facilities is rendered  
3 unsuitable for its intended purpose, unsafe, or if the use of the facility will  
4 create conditions that will render the facility unsuitable for use in the future.  
5 Such closures include days when the CITY deems the fields too wet to be  
6 used. In the event that the CITY must close the complex or any facility on a  
7 day that has been reserved by the LEAGUE, the CITY shall provide notice to  
8 the LEAGUE as soon as is practicable. The CITY is not liable for any damages  
9 resulting from closures or cancellations. The LEAGUE shall be responsible to  
10 notify individual teams of any such closures, and the LEAGUE shall not permit  
11 play on wet fields when there is risk of damage to the fields or of injury to  
12 players.

13  
14 **IV. CITY Facility Responsibilities.**

15 **The CITY agrees to:**

- 16 a. Provide garbage collection, including refuse cans and dumpsters, and  
17 electrical, water, and sewer service to Central Point Baseball Complex.  
18  
19 b. Clean and stock restrooms once each day during the LEAGUE'S Exclusive Use  
20 Period. LEAGUE will be responsible for any additional cleanings and for any  
21 additional restocking should additional need arise outside CITY's routine daily  
22 cleaning/restocking.  
23  
24 c. Contingent upon Jackson County Land Use approval, the CITY will provide a  
25 permanent maintenance/storage structure(s) for combined CITY and LEAGUE  
26 use.



1 d. Maintain basic infrastructure including bleachers, irrigation system, dugouts,  
2 fences, playgrounds, and gazebos.

3  
4 e. Maintain all baseball fields including the following specific activities:

5 i. Grass field maintenance

6 1. Mowing, watering/irrigating, weeding, fertilizing, applying  
7 herbicides and pesticides.

8 2. Annual reconditioning of the outfields, including fertilizing,  
9 seeding, applying top dressing, and aerating as needed.

10 3. Edging of warning track and infield dirt edge.

11 ii. Dirt infield areas:

12 1. Pre-season and mid-season leveling using eyeball-level  
13 standard.

14 2. Laser leveling, at least every three years.

15 3. Dragging fields once a week during LEAGUE's playing season  
16

17 **V. LEAGUE Facility Responsibilities**

18 a. LEAGUE is responsible for repairing/replacing any damaged property which  
19 occurs during the LEAGUE's Exclusive Use Period or at any other time in which  
20 LEAGUE is utilizing the Central Point Baseball Complex beyond the routine  
21 maintenance according to the usual standards of public recreation facilities of  
22 this nature. LEAGUE will notify the CITY of all damages that occur during the  
23 Exclusive Use Period, or at any other time under LEAGUE use, and request  
24 CITY approval prior to making any repairs.  
25

- 1           b. LEAGUE is responsible for preparing fields for games and practices during the  
2           LEAGUE Exclusive Use Period and for any field use outside of the Exclusive Use  
3           Period. Such preparations include, but are not limited to:
- 4                   1. Chalk and apply baselines and furnish equipment required to  
5                   perform this task.
  - 6                   2. Install bases
  - 7                   3. Furnish all equipment required to perform required maintenance.
  - 8                   4. Maintain storage spaces and adjacent facilities in a neat and clean  
9                   manner.
  - 10                  5. Rake fields after games:
    - 11                          o Fill holes at bases; and
    - 12                          o Replace soil and turf
  - 13                  6. Clean dugouts and areas surrounding fields after games.
  - 14                  7. Maintain and clean concession facility during the LEAGUE's  
15                  Exclusive Use Period.
- 16
- 17           c. LEAGUE shall not, nor shall it permit the following by any of its players,  
18           coaches, parents, officials, or spectators upon any City playing fields: driving  
19           of motor vehicles; placing lights on field; mowing of grass; fertilizing;  
20           adjusting or shutting off of any sprinklers or sprinkler control clocks; changing  
21           of lighting times or controls; removal of sod; placement or removal of any  
22           structure without prior approval; or change in field dimensions or placement  
23           of fields.
- 24
- 25           d. LEAGUE or its coaches shall thoroughly check each field for safety before each  
26           use, and shall not permit play, practice or use by persons associated with the

1 LEAGUE of fields which are unsafe. LEAGUE shall promptly notify CITY of any  
2 unsafe field conditions of which it is aware and shall not permit any field to be  
3 used if there is any unsafe condition on the field. LEAGUE shall take all  
4 reasonable steps to provide for safety in all aspects of its programs, and in the  
5 protection of players, coaches and spectators from injury arising from the use  
6 of the playing fields, including, but not limited to checking fields before each  
7 use for any unsafe aspects, and keeping spectators, and especially small  
8 children, behind fences whenever there is any risk of injury from players,  
9 equipment, or errant balls. LEAGUE, its coaches, players, and officials shall  
10 promptly report to CITY Parks and Recreation Department any injuries which  
11 result from practice or play on the fields.

12  
13 e. LEAGUE is responsible for removing and disposing of debris generated from  
14 LEAGUE-coordinated routine field maintenance or facility improvements.

15  
16 f. LEAGUE is responsible for the repair, replacement, and off-season storage of  
17 temporary maintenance/storage structures. The timing of "take-down" and  
18 "set-up" of such structures shall be at the discretion of CITY's Parks and  
19 Recreation staff.

20  
21 g. The LEAGUE and CITY agree to the yearly maintenance and improvement plan  
22 attached in Exhibit A.

23  
24 h. The LEAGUE will not allow any other organization to use, rent, or borrow the  
25 Central Point Baseball Complex without the CITY's Parks and Recreation  
26 Director's prior written consent.

1 **VI. TERMINATION**

2 a. In the event of the failure of either party to perform or observe any material  
3 term or covenant contained in this Agreement, or in the event of the breach  
4 or default of any responsibility or obligation of a party hereunder, the non-  
5 breaching party may terminate this Agreement by providing written notice of  
6 default to the defaulting party, which termination shall become effective  
7 automatically unless the defaulting party cures the breach within 30-days of  
8 the date of notice, in which case termination will not become effective. The  
9 written notice of default shall state with specificity the reason therefor. In  
10 addition, the CITY may immediately terminate this Agreement without prior  
11 notice upon material breach by LEAGUE of safety and insurance requirements  
12 including but not limited to: unsafe practices, failure to maintain insurance,  
13 failure to properly maintain fields or concession area, and failure to ensure all  
14 coaches, managers, and volunteers have complied with criminal background  
15 check requirements.

16

17 **VII MISCELLANEOUS**

- 18 a. LEAGUE may not sublet or assign its rights under this Agreement.
- 19
- 20 b. The failure of either party to insist upon prompt and strict performance of any  
21 of the terms of this agreement or to exercise any rights under this Agreement  
22 shall not operate as a waiver of the same or of any other term or right of this  
23 Agreement.
- 24
- 25 c. The person(s) signing for and on behalf of the parties warrant and represent  
26 that they are duly authorized and empowered to enter into this agreement for

