

ADDENDUM NO. 1
TO AGREEMENT FOR USE OF CITY PARK
Entered February 11, 2003
For the Use of Perrigoue Memorial Park

This ADDENDUM is between the City of Granite Falls, a municipal corporation (City) and Granite Falls Little League (Little League).

WHEREAS, the parties entered into the AGREEMENT FOR USE OF CITY PARK on February 11, 2003 (Agreement); and

WHEREAS, per the AGREEMENT the City has allowed the continued use of the Perrigoue Memorial Park located at 10317 Jordan Road, Granite Falls, Washington, by the Little League as baseball diamonds and restricted other uses of the Park; and

WHEREAS, the AGREEMENT provides that the parties will work together in monitoring the conditions of the Park; and

WHEREAS, the AGREEMENT in Paragraph 4 provides that Little League shall bear all expenses of supplies, janitorial service, maintenance, repair and operation of the restroom facility, Park grounds, fences, parking lot facilities, pitching or batting cages and equipment storage or operations of said facilities; and

WHEREAS, there are approximately seventeen (17) large trees on the Park property believed to be planted by the Little League in the 1970's. These trees are damaging the Park property and ball fields and need to be removed. Little League has agreed to provide for removal of the trees and to restore the landscape of the area with suitable vegetation at no cost to the City. An arborist has determined that the trees are unsuitable to use as marketable timber. Therefore, the trees will be cut into manageable rounds that will require additional labor to cut into firewood. Little League intends to use volunteers to cut the trees into firewood and the proceeds from the firewood will be used by Little League to offset the costs of removal and restorative landscaping. No City funds will be used for the project; and

WHEREAS, the parties wish to provide for the tree removal and to provide for proper insurance and indemnification.

NOW THEREFORE, in consideration of the mutual undertakings and agreements set forth in the AGREEMENT, the City and the Little League agree as follows:

Section 1. Tree Removal.

- A. Pursuant to Paragraph 4 of the AGREEMENT, the City hereby grants permission to the Little League to remove the above referenced trees and to provide for restorative landscaping at no cost to the City.

- B. The Little League shall utilize the services of a licensed, bonded and insured contractor for the tree removal and landscaping services - at no cost to the City. The Tree

removal is to occur by August 31, 2015 and the restorative landscaping by October 31, 2105.

Section 2. Insurance.

Paragraph 2 of the AGREEMENT is amended to add the following:

INSURANCE

Effective August 1, 2015

A. Minimum Limits of Insurance.

The Little League shall procure, and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services provided in the AGREEMENT and this ADDENDUM by the Little League, its agents, representatives, employees or subcontractors. The Little League shall, before commencing work under this AGREEMENT and ADDENDUM, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

B. Minimum Scope of Insurance.

Little League shall obtain insurance of the types described below:

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Little League's Commercial General Liability insurance policy with respect to the work performed for the City.

C. The minimum insurance limits shall be as follows:

(1). Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

D. Notice of Cancellation. In the event that the Little League receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Little League shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

E. Acceptability of Insurers. Insurance to be provided by the Little League shall be with a current A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

F. Verification of Coverage. In signing this agreement, the Little League is acknowledging and representing that required insurance is active and current. Little League shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Little League before commencement of the work. Further, throughout the term of this Agreement, the Little League shall provide the City with proof of insurance upon request by the City.

G. Insurance shall be Primary. The Little Leagues 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 Little Leagues' insurance and shall not contribute with it.

H. No Limitation. Little Leagues' maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Little League to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

I. Claims-made Basis. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

J. Failure to Maintain Insurance. Failure on the part of the Little League to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Little League to correct the breach, immediately terminate the contract.

Section 3. Indemnification.

Paragraph 7 of the AGREEMENT is amended to add a new section d (all other provisions of Paragraph 7 remain unchanged and in effect).

d). Contractor Claims.

If required by law, contractors providing services to Little League shall pay any required prevailing wage. Little League agrees to defend, indemnify and hold the City harmless for claims, costs and liabilities arising from any and all contractor related claims and assessments.

Section 4. Notice.

Paragraph 8 of the Agreement is amended to add the following:

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

Section 5. All other provisions of the AGREEMENT FOR USE OF CITY PARK entered February 11, 2003 shall remain unchanged and in effect.

Section 6. Authority to Bind Parties and Enter Into Agreement.
The undersigned represent that they have full authority to enter into this AGREEMENT and ADDENDUM and to bind the parties for and on behalf of the legal entities set forth below.

Section 7. Effective Date.

The effective date of this ADDENDUM is 8/5, 2015

CITY OF GRANITE FALLS

[Signature]
Joshua Golston, Mayor

8/5/15
date

[Signature]
GRANITE FALLS LITTLE LEAGUE

[Signature]
Printed Name: Robert Swanson
Title: GFLL Rep.

8/5/15
date

ATTEST:
[Signature] Darla Reese, CMC, City Clerk

Approved as to form:
[Signature] Thomas H. Graafstra, City Attorney