
PARKS, RECREATION & FACILITIES COMMISSION MEETING AGENDA

January 15, 2026

6:00 p.m. – Regularly Scheduled Meeting

Notice is hereby given that the Parks, Recreation & Facilities Commission will meet on Thursday, January 15, 2026, starting at 6:00 PM in the City Council Chambers in City Hall located at 321 E. 5th Street, Port Angeles, WA. This meeting will be conducted as a hybrid meeting. In hybrid meetings, members of the public, Committee members, and City staff have the option to attend the meeting in person, at City Hall, or remotely via telephone or video link. The meeting is open to the public.

Audio only: 1-844-992-4726**Access code:** 2552 708 3903**Webinar password:** D4tZv9DapJ2 (34898932 when dialing from a phone or video system)

Once connected, press *3 to raise your virtual hand if you wish to make a comment. You will be notified when it is your turn to speak. This access code is good for the January 15, 2026 meeting only.

Webex link: <https://cityofpa.webex.com/cityofpa/j.php?MTID=me4dd12448ea7ac791f24326977fc4561>

To make a public comment, please use the “raise your hand” feature in Webex. You will be notified when it is your turn to speak.

- A. Call to Order: Regular Meeting at 6:00 p.m.**
- B. Roll Call-** Administrative Coordinator, Ireland Judge
- C. Approval of Minutes:** December 18, 2025, Regularly Scheduled Meeting Minutes
- D. Late Items:** None
- E. Public Comment**
- F. Finance/Packet Items:** November (92% of 2025) Budget Revenue and Expenditure Reports.
- G. Legislation:** Facility Use Agreement- City of Port Angeles & MACK Athletics, Inc
- H. Guest Speaker:** Senior Center Manager Carmen Geyer- 2025 Yearly Update
- I. Director’s Report – Information Only**
 - 1. Laurel Street Stairs Project/Public Hearing Update
 - 2. City HVAC Updates
 - 3. Lincoln & Shane Park Closure Updates
 - 4. Capital Project Updates
 - 5. Park Shop Contract Renewal w/Port of Port Angeles



PARKS, RECREATION &
FACILITIES COMMISSION

6. Upcoming Legislative Items

J. Discussion

K. Adjournment



**PARKS, RECREATION & FACILITIES COMMISSION
REGULAR MEETING**

Port Angeles, WA
December 18, 2025

The meeting was conducted as a hybrid meeting.

CALL TO ORDER: The meeting was called to order by Vice Chairperson Collins at 6:00 p.m.

Members present: Commissioner Andrews, Vice Chairperson Collins, Commissioner Fischbein, Commissioner McCaughan, and Student Representative Garcelon

Members absent: Commissioner Hilory, Chairperson Kiedrowski, Commissioner Houck

Staff present: Director Delikat, Senior Center Manager Geyer, Clerk Judge.

APPROVAL OF MINUTES:

It was moved by McCaughan and seconded by Andrews to:

Approve the November 20, 2025, Regular Meeting minutes.

Motion carried 4-0

LATE ITEMS: Director Delikat noted an added update to item #4 in the Director's report regarding damage/concerns during the recent winter storms.

PUBLIC COMMENT: None.

FINANCE & PACKET ITEMS: Director Delikat reviewed the Budget Revenue and Expenditure reports for October which reflects 83% of the year lapsed.

LEGISLATION: Shawn Simmons and Carmen Watson-Charles of Nor'Wester Rotary and the Lower Elwha Klallam Tribe shared their presentation on the Peace Pole which is looking to be installed at Pebble Beach Park. The Peace Pole is an internationally recognized symbol of hope, respect, and unity. It is made up of four sides and includes eight languages: Klallam, Japanese, French, Spanish, Ukrainian, Tibetan, Hebrew, and English. The Peace Pole will be placed in the center of the circle at Pebble Beach near the whale bone monument. A public dedication ceremony is predicted to take place in Spring of 2026.



A favorable recommendation/motion was moved by Collins and seconded by McCaughan to:

Install the Peace Pole on Pebble Beach Park with the possibility the project would be presented to the City Council in the near future.

Motion passed 4-0.

GUEST SPEAKER:

Melissa Williams, Executive Director of the Feiro Marine Life Center shared an update on the progress of the new Center that will be placed at Pebble Beach. Director Williams presented site plans that will total 16,000 sq. ft. The Marine Center is expecting to bring on 8 new full-time employees with a total of 20 people that will include part time hires. They expect to launch the public facing phase of their campaign around mid-March with construction to begin around midyear. The expected groundbreaking ceremony will be April 8, 2025.

Director Delikat highlighted the strong, decades-long partnership that Director Williams and the Marine Life Center Board have maintained with the City of Port Angeles.

DIRECTOR'S REPORT:

1. **Locomotive # 4 Project:** Since the groundbreaking ceremony on October 26, 2025, the concrete footing which will support the shelters' structure has been completed. Steve Zenovic has shown incredible initiative with this project and his dedication to the construction of the shelter's infrastructure has been greatly appreciated. Director Delikat is still in the process of developing bids for the restoration in coordination with the City's Engineering team.
2. **Laurel Street Stairs:** Director Delikat recently met with the City's Engineering and CED teams to determine a plan for a public hearing for the project. It was determined that this meeting will happen in February of 2026. This meeting will entail a presentation of two designs of the Laurel Street Stairs that the public can give input in to.
3. **HVAC Upgrades:**
 - a. **City Hall:** \$75,000 was awarded to the Parks and Recreation Department for an Energy Grade Audit Report which is significant as it will help the City determine what is needed to be compliant by 2027 per the Washington State Clean Building Standards. The grant will be closed by mid-December and the report will be given to the Commission in an upcoming meeting.



- b. Senior Center:** The last portion of the project is the installation of the battery storage unit. The concrete pad for the battery storage has been poured and the unit is estimated to be installed by January 16th. On January 19th there will be fencing installed around the storage which will complete the construction portion of the project.
- c. Fire Hall:** Permits have been approved and work for the HVAC replacement, solar power, and batter storage was started in the previous week. The project is estimated to be complete by mid-February.
- 4. Waterfront Trail Maintenance:** In 2026 the annual maintenance contract with 2 Grade Construction will be reduced from \$100,000 to \$60,000. The Waterfront Trail requires a significant amount of attention during the winter months when mud slides occur. Just to deploy the contractor costs \$8,000 for services. A wintertime press release was also released to emphasize that the Waterfront Trail will be monitored and closed periodically because of staff capacity limitations, funding, and safety considerations.

 - a. Shane Park Flooding:** As a result of recent winter storms, flooding and down trees, sections of Shane Park have been closed. Parks and Recreation is working with our City Forester and will be meeting on site with other City Staff to evaluate the situation.
 - b. Lincoln Park Closure:** The recent storms have also caused a few trees to fall down within Lincoln Park. The parks crew has also been monitoring the creek that feeds three ponds.
- 5. Upcoming Legislative Items:** Director Delikat proposed future items that will be presented to the Parks, Recreation & Facilities Commission including:

 - a.** Port Angeles Lefties Facility Use Agreement
 - b.** Senior Center Non-Profit Memorandum of Understanding
 - c.** Erickson Skate Parks Improvements
 - d.** Laurel Street Stairs Project Design
 - e.** Klallam Language Sign for City Hall (Joint effort between Student Representative Garcelon and Facility Coordinator Droz)
 - f.** American Cruise Line Contract

DISCUSSION: No discussion.



ADJOURNMENT: Vice Chairperson Collins adjourned the meeting at 6:40 p.m.

Paul Collins, Vice Chairperson

Ireland Judge, Clerk

DRAFT

2025 Parks & Recreation Department Financial Report

November 2025

92% Year Lapsed

REVENUES

Account	Budgeted Goal	Year to Date	Percentage of Goal
8012 - Senior Center Membership	\$ 15,000	\$ 19,327	129%
8050 - Cemetery	\$ 250,000	\$ 105,300	42%
8155 - Ediz Hook Boat Launch	\$ -		0%
8155 - Vern Burton Rentals	\$ 50,000	\$ 52,643	105%
8155- City Pier Usage	\$ 29,000.00	\$ 26,294.00	91%
Total	\$ 344,000	\$ 203,564	59%

EXPENDITURES

Account	Yearly Budget	Spent to Date	Percentage Spent
8010 - Administrative	\$ 486,800	\$ 444,275	91%
8012 - Senior Center Operating	\$ 174,100	\$ 150,532	86%
8050 - Cemetery Maintenance	\$ 203,600	\$ 144,595	71%
8080 - Parks Maintenance	\$ 2,114,600	\$ 1,933,666	91%
8112 - Senior Center Facilities	\$ 63,000	\$ 78,829	125%
8131 - Facility Maintenance	\$ 655,800	\$ 582,851	89%
8155 - Facility Rentals	\$ 94,000	\$ 73,403	78%
Total	\$ 3,791,900	\$ 3,408,151	90%



Date: January 15, 2026
To: Parks, Recreation, & Facilities Commission
From: Corey Delikat, *Parks & Recreation Director*
Subject: Facility Use Agreement- MACK Athletics, Inc.

Summary: After the 2025 baseball season, the five (5) year Facility Use Agreement with MACK Athletics, Inc. and the City expired. Both entities spent the offseason working on a new agreement for an additional five (5) years. It is important for both entities to reach a new agreement prior to the 2026 season to show the community that the Port Angeles Lefties will be a fixture in Port Angeles for years to come.

Funding: Funding received from this Agreement will be placed in the Park Improvement Fund.

Recommendation: Provide a favorable recommendation of the proposed five (5) year Facility Use Agreement with MACK Athletics which will then be taken to City Council for approval.

Background / Analysis: During the winter of 2015, the City of Port Angeles and MACK Athletics, Inc. worked together to create a Facility Use Agreement for Civic Field to bring a West Coast Baseball League franchise to Port Angeles. This Agreement was officially approved by the City Council on July 5, 2016 and the inaugural season started in the spring of 2017.

Over the last eight seasons, it has been amazing to watch the increased use of Civic Field, to see families and friends having dinner at the ballpark and the smiling faces of kids as Timber the Team Mascot waves to them from the field. At the end of the day—whether the Lefties win or lose—the game is irreverent, as the event/league itself is about friends, family and the community spending time together under the lights.

In 2025, the partnership between the Port Angeles Lefties and the City of Port Angeles enabled Civic Field to get a state-of-the-art video board to replace the outdated scoreboard. This was purchased and installed with help from a \$600,000 Minor League Stadium State Commerce grant because the Port Angeles Lefties fall into a minor league team category.

After the 2025 season, the current five (5) year Facility Use Agreement expired. Both entities have spent a lot of time and effort over the offseason working on a new agreement. The highlights of the new contract were focused on use charges:

- Fees will increase from \$358.22 to \$675.00 per game.
- The Base Use shall be increased each year per the Consumer Price Index (CPI) for Washington State.

Over the course of 2025, staff analyzed the cost per game. The reason being is that Full-Time staff received increases in wages per Cost-of-Living Adjustments (COLA) and wage increases from union bargaining agreements with the City of Port Angeles. Also, to get Seasonal applications to increase, the Parks Department adjusted the starting salary to attract a better Seasonal pool as applications had

been lacking after the pandemic. After increasing the Seasonal wage, the last two years the department was fully staffed with Seasonals.

Funding Overview: Yearly payments received from MACK Athletics will continue to be placed in the Park Improvement Fund, under Civic Field, for future improvement projects at the field.

**FACILITY USE AGREEMENT
BETWEEN CITY OF PORT ANGELES
&
MACK ATHLETICS, INC.**

The **CITY OF PORT ANGELES**, a non-charter code municipality of the State of Washington, located at City Hall, 321 East 5th Street, Port Angeles, Washington, 98362 (hereinafter the “City”), and **MACK Athletics, Inc.**, a Washington corporation, (hereinafter the “User”) (hereinafter City and User may be referred to as “Parties” jointly or “Party” singular), in consideration of the mutual covenants set forth herein, agree as follows (this “Agreement”):

I. PURPOSE. This Agreement allows the User the right to conduct certain activities, or reasonably similar activities, on or at facilities owned by the City as follows:

Activities

College Summer, Semi-pro, or Professional League Baseball (the “Team”) training, clinics, and games (or equivalent), and Related Concession Operations (the “Activities”)

Facilities

Civic Field, Including Field and Concession Areas, Parking Lot, Locker and Rest Rooms, Video Board, and Storage Area(s) as Designated by the City (the “Facilities”)

Except as otherwise noted herein below at section XX, the Facilities and all enclosed spaces made a part thereof under this Agreement must be vacated and cleaned by the User within fifteen (15) days of the end of the Use Period (defined below). User must do a post-season walkthrough with the Facility Caretaker prior to departure to ensure the Facilities have been satisfactorily cleaned and the contract requirements have been met. Failure to comply with this requirement may be considered breach of this Agreement and could be considered grounds for Termination in accord with Section XVIII below performed by City Staff, additional charges will be billed to User to bring the Facilities back up to City standards.

II. REPRESENTATIVES OF THE PARTIES.

- A. Parks & Recreation Director is designated as the person responsible for liaison and compliance with this Agreement.
- B. Owner of MACK Athletics, Inc., will be the User representative responsible to the City for liaison and compliance with this Agreement.

III. TERM OF AGREEMENT AND HOURS OF ACTIVITIES.

- A. The term of this Agreement is five (5) years. After each year, Parties may review the contract and make any necessary changes or amendments.
- B. In October, after the completion of each season, Parties will schedule a meeting to discuss the prior season and any necessary amendments to this Agreement. Any changes will not renew the extension of the five (5) Agreement but just enhance it.
- C. This Agreement permits use of the Facilities for pre-approved baseball practice and games for the period beginning a minimum of one week after conclusion of Port Angeles High School Baseball season and ending the first weekend in August (the “Use Period”). Reasonable extensions beyond the second weekend in August may be granted by the City if such extensions allow ample time for the City to prepare the Facilities for other City Events. If the User’s Team qualifies for league playoffs, the City will coordinate with other Users of the Facilities to ensure adequate time for playoff games. Any activities not pertaining to Users Games or Practices, such as baseball camps, community events, etc. must be scheduled through the Parks & Recreation Facility Coordinator following special event submission guidelines and may incur additional fees if User is charging additional fees for profit.

- D. No activities shall be scheduled at the Facilities on Mondays to allow Parks Staff to conduct maintenance to the facility unless a Monday game is scheduled by the West Coast League.
- E. The proposed User schedule for the upcoming season will accommodate agreed upon dates between Wilder Baseball & Port Angeles High School Graduation prior to User submitting final request to West Coast League Scheduling Committee. These requested dates need to be turned in by User before July 1st for following year. These requests from other users will be submitted to the City and will be forwarded to the User. User is responsible for sharing this information with the West Coast League Scheduling Committee. Information from Scheduling Committee meetings for dates need to be shared with the City on a monthly basis so communication can take place with other requests from other users of the facility.
- F. User must provide finalized User game & practice Schedule, including accommodations listed in Section III TERM OF AGREEMENT AND HOURS OF ACTIVITIES (F), to the Parks & Recreation Facility Coordinator no later than December 1st of each year to cover the following year's Use Period.
- G. Once schedule is approved, User shall have use of the Facility, except the playing-field, during the hours of 8:00 a.m. to 11:00 p.m. for such scheduled Activities. Games could go longer, and we won't know ahead of time.
- H. User will be allowed to use the field up to three (3) hours prior to the scheduled start of their games. City field crews have full control of the field up to three (3) hours prior to the User's scheduled game time, unless additional time is required during inclement weather pursuant to Section IV INCLIMATE WEATHER.
- I. After scheduled activities, the User is responsible for proper cleaning, removal, and storage of User equipment and supplies. This includes but is not limited to securing facilities, cleaning locker room, removal of disposables/empty kegs, and ensuring that the field lights are shut off.

IV. INCLEMENT WEATHER. The City has full control of the playing field until 3 hours prior to each game and shall prepare the field for the game in accordance with Section VI.A.2. If additional time, labor, and/or materials are needed to prepare the field during inclement weather, additional charges will be added for that particular game during the year end billing.

V. LIMITATION ON DISRUPTION OF USE OF FACILITY. If any maintenance, upgrades, or improvements to the Facilities are performed during any effective term, the City shall not unreasonably disrupt the User's scheduled use of the Facilities, without the written approval of without providing two weeks' notice to the User, except in the case of an emergency in which two weeks' notice is not possible., which shall not be unreasonably withheld, conditioned, or delayed. This provision shall not act to bar the upgrade, maintenance, or improvement of the Facilities during the term of this Agreement but shall limit and prohibit such maintenance or improvements which would unreasonably disrupt the User's use of the Facilities.

VI. SERVICES AND UTILITIES.

A. The City agrees to provide the following services and utilities, or reasonably similar substitutes:

- 1. Utilities –
 - Electric power
 - Restrooms and sewer service
 - Water service
 - Garbage removal (limited to City provided garbage receptacles)

User agrees to use reasonable amounts of the utilities provided. If, in the sole opinion of the City, User's utility and garbage usage is excessive, User and City will discuss the additional utility usage in an effort to reach an equitable resolution.

2. Services/Equipment –

- Normal ground maintenance of the playing field to a level that meets ASTM standards F2107-08, maintenance of skinned areas on baseball and softball fields
 - Special pre-game field preparation including dragging the infield, watering, mowing, and marking playing boundaries
 - Secure onsite storage for User equipment and material
- B.** As a condition of use of the Facilities, User agrees to furnish and be responsible for the following services and items, and will be wholly responsible for paying for the same:
- A College level or professional baseball Team or equivalent for any Use Period in which this Agreement is in effect.
 - Additionally, the User acknowledges other requests from other users prior to July 1st per Section III E.
 - User will provide equipment and supplies needed for operation of the baseball team and shall be responsible for installation of the team equipment.
 - Maintenance and cleaning of visiting and home team locker rooms, and officials' room after each scheduled activity.
 - Maintenance and cleaning of Civic Field concession area to required health and safety standards per Port Angeles Fire & Clallam County Health Departments.
 - Maintenance and cleaning of the score booth. No City equipment or accessories will be removed without permission from the City.
 - Use of the Facility's sound system is set at a level that is determined by the City per the Port Angeles Municipal Code.
 - All equipment and supplies owned by the User need to be removed from the Facilities within fifteen (15) days after the end of the season, including but not limited to promotional banners and advertising related to User business.
 - User is responsible for any equipment stored in the equipment storage room (next to umpire room) in accordance with the requirements of section XXI below

VII. PAYMENT. As consideration for use of the Facilities, User agrees to compensate the City as follows:

- A. Base Use Fees.** For each Use Period, User shall pay to the City Base Use Fees of:
- Per Game: \$675.00/game (2026)
 - Instructional Clinics/Camps/Events: Charges for Clinics/Camps/Events are determined by the Port Angeles Municipal Code and information provided by the City's Field Use Agreement.
- B.** The Base Use shall be increased each year as per the Consumer Price Index (CPI) for Washington State.
- C.** Game fees and any other additional charges shall be billed to the User after the completion of the season. Payment is due thirty (30) days after submission of an invoice by the City based on itemized list of activities held and services provided.
- D.** The above-described compensation is only for use of the Facilities, and does not include any other license fees, taxes, costs, or similar payments which may be applicable.

VIII. TAXES, FEES, AND REGULATIONS.

- A.** User is liable for all taxes, license fees, and similar costs that are imposed by the City or other units of government, which may be applicable to User's Activities.
- B.** User is referred to the City's Parks & Recreation Department for information, forms, and rental applications for City-administered fees.
- C.** User will comply with all applicable statutes, ordinances, and regulations, and will obtain and pay for any applicable permits.

IX. ACCEPTANCE AND SURRENDER OF FACILITIES.

- A. User agrees to accept the designated City Facilities without modification to them.
- B. User agrees to surrender the Facilities to the City at the end of its use in the same condition as when accepted, except for any authorized User improvements to the Facilities. Failure to comply with this requirement may be considered breach of this Agreement and could be considered grounds for Termination in accord with Section XVIII below.

X. INDEMNIFICATION / HOLD HARMLESS.

User shall defend, indemnify and hold harmless the Public Entity, its officers, 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 Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity.

A. INSURANCE TERM.

User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and the activities of the User and his or her guests, representatives, volunteers and employees.

B. NO LIMITATION.

User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. REQUIRED INSURANCE.

User's required insurance shall be as follows:

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 and contractual liability. The Public Entity shall be named as an additional insured on User'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, \$1,000,000 general aggregate.

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

D. PUBLIC ENTITY FULL AVAILABILITY OF USER LIMITS. If the User maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the User.

E. CERTIFICATE OF INSURANCE AND ACCEPTABILITY OF INSURERS. The User shall provide a certificate of insurance evidence of the required insurance before using the Premises.

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

XI. RESPONSIBILITY FOR CONDUCT OF INVITEES. User shall provide adequate security and crowd control/overflow setup, and further assumes full responsibility for the conduct of persons at the Facilities

with the consent of, or at the invitation of, the User. The User assumes the duty of protecting property of the City from the acts of such persons for these purposes, the “property of the City” means not only the Facilities herein, but any other facilities owned by the City as well. Such responsibility also includes loss of, repair to, or replacement of City property damaged or destroyed by the act or omissions of User, its agents, licensees, or invitees.

- XII. ALCOHOLIC BEVERAGES.** User shall be allowed to sell alcohol as part of its concession business during games subject to the following additional restrictions:
- A.** Alcohol sales will conform to the Washington State Liquor and Cannabis Board rules.
 - B.** No alcohol will be sold more than one (1) hour prior to the start of the game except in approved private group pre-game gatherings within a designated area(s).
 - C.** All alcohol sellers will take an alcohol server training program provided by the Washington Liquor Control Board. Training is included in WSLCB rules.
 - D.** No alcohol will be taken into or out of the stadium.
 - E.** In addition to the other insurance requirements contained herein, User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be endorsed as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.
 - F.** User has exclusive rights at the Facility to operate, sell, and serve alcoholic beverages during User Baseball Games. No parties will have the rights to operate, sell, or serve alcoholic beverages unless approved by the Washington State Liquor and Cannabis Control Board.
 - G.** User will have the exclusive rights at the facility to operate sell and serve alcoholic beverages during User’s scheduled use per section III D.
- XIII. RETAIL SALES AND CONCESSIONS.** User is permitted to conduct retail sales of food, alcohol, drinks, and related merchandise at the Facilities during its games, subject to the following rules:
- A.** Retail sales by the User are only allowed during scheduled User games. Any other events that the User sponsors, that are not game related, must be approved by the Parks & Recreation Facility Coordinator after reviewing the appropriate event application(s).
 - B.** User shall keep the concession areas clean and shall keep all papers and refuse picked up and removed in the immediate area. User shall comply with all Port Angeles Fire & Clallam County Health Departments standards as it relates to sales of food, beverages, and cooking.
 - C.** User shall keep its materials, equipment, and supplies secured in the location identified in Section XXI below.
 - D.** Pursuant to applicable laws, smoking is not permitted in public facilities. The sale and/or distribution of all tobacco products, including, but not limited to marijuana, cigarettes, cigars, pipes, and smokeless tobacco, at Civic Field, or anywhere at the Facilities is prohibited.
 - E.** User is required to provide counters, fixtures, and equipment necessary to provide proper concession services to the public. Fixtures so provided shall become property of the City unless they can be removed without damage to City property.
 - F.** At the request of the City, the User must remove any temporary structure placed within the Facilities for any scheduled events outside of scheduled User games. For example, the Port Angeles School District will use the Facilities for Graduation in June.
- XIV. DAMAGE OR ALTERATIONS TO THE PROPERTY.**
- A.** User agrees not to damage or permit the damaging of the Facilities either by its own act or the acts of third persons. The User is liable for the costs of repair for any damage precipitated by its use of the Facilities during any Use Period. Any alterations, such as sign placement, electrical work, painting, carpentry, etc. to the Facilities must first be approved by Parks & Recreation Director.

- B. User hereby is allowed, at its own expense, to invest back into the Facilities. Capital projects will be mutually agreed upon in writing by both the City and the User and scheduled to provide minimum disruption on other Facilities users. All projects must be presented to the City in writing and must be approved by the Parks & Recreation Director or his/her designee.
- C. User may remove any of its own temporary fixtures from the Facilities on termination of this Agreement if such removal will not cause damage to the Facilities. All other fixtures or alterations become the property of the City upon completion by User and acceptance by the City.

XV. ADVERTISING & SIGNAGE.

- A. All advertising will comply with the Parks & Recreation Department West Coast League Civic Field Advertising Policy PR-0303 (See Attached).
- B. No temporary or laminated signs will be hung on any concrete, wood walls, or fencing. This includes the use of duct tape. All signage and windscreens must be removed within fifteen (15) days after the end of the season. If signage is needed, User shall work directly with the City on permanent metal or plastic signs. Depending on the type of sign requested, it may be required to follow the Sign Code as per the Port Angeles Municipal Code. The look and design of permanent signs must be approved by the Parks & Recreation Director.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES. The user agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed or as subsequently enacted. User will not discriminate in employment, provision of services, or any other activity against any person on the grounds of race, color, creed, mental or physical handicap, age, or gender.

XVII. HAZARDOUS MATERIALS. User warrants that it will not produce, dispose of, or keep at the Facilities herein any hazardous substance, toxic waste, or other toxic substance which, if found at the Facilities, would subject the City or User to any damages, penalty, or liability under an applicable local, state, or federal law or regulation. User shall indemnify and hold harmless the City with respect to all damages, costs, attorney fees, and penalties arising from such activities regarding such substances at the Facilities.

XVIII. TERMINATION OF AGREEMENT.

- A. The parties shall have the remedies set forth herein in the event of the other parties' default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by the law. In the event of any default of any condition or obligation under this Agreement, a breach of law or regulation, or misfeasance or a default in any manner, the non-defaulting party shall notify the defaulting party in writing of said default. The defaulting party may cure such breach or default within thirty (30) days of written notice, except for the payment of any funds due which shall be cured within ten (10) days of receipt of the notice of default. Unless adequate assurances of cure have been received by the City during this period, the City (if it is the non-defaulting party) may in its sole discretion, immediately suspend the User from further activities until the default is cured. If the defaulting party has cured or otherwise remedied the default within the applicable time period, then this Agreement may not be terminated. If the defaulting party has not cured or otherwise remedied the default within such time period, then thereafter the non-defaulting party shall have the sole election to terminate this Agreement effective upon delivery of written notice of termination to the defaulting party prior to the cure or remedy of the default. If the default is cured or remedied prior to the delivery of the written notice of termination by the defaulting party, then there shall be no right of termination. Delivery shall be effective upon mailing as evidenced by the postmark or upon personal service. The notice of default and the notice of termination shall specify the grounds for default or termination.

- B.** Notwithstanding notice of termination and during the pendency of any termination notice, User shall continue to pay the City amounts due under this Agreement and, unless otherwise requested by the City, shall fully and faithfully continue to perform its obligations under this Agreement. Amounts due the City by User under this Agreement shall be prorated to the date of termination, taking into account any damages suffered by the City arising out of this Agreement.

XIX. ASSIGNMENT.

This Agreement may be assigned by the User only after obtaining the written consent of the City which consent may not be withheld unreasonably. If assigned, the User shall be responsible for the assignee's compliance in all respects with the terms of this Agreement.

As a material inducement to the City to enter into this Agreement, the User agrees it shall be reasonable under this Agreement for the City to withhold consent to any proposed assignment if the City determines that any one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) the City is not reasonably assured that the proposed transferee will fully, completely, and promptly perform all obligations of the User under this Agreement, (b) the current net assets or the tangible net worth of the proposed assignee, as determined in accordance with generally accepted accounting principles, consistently applied by the User's and the proposed assignee's respective independent certified public accountants, fails to meet the City's discretionary approval, (c) the assignee proposes to use the Facility for any purpose other than the permitted uses under this Agreement, (d) the proposed assignee fails to deliver to the City a written assumption of all of the obligations to be performed by the User under this Agreement, (e) the current User is not completely current in all its obligations under this Agreement, or (f) if the User and all guarantors will not continue to remain liable on this Agreement. No assignment shall release the User from primary liability under this Agreement without the City's express consent. Any assignment without the City's prior written consent shall, at the City's discretionary option, be voidable.

XX. RIGHTS OF USER AND USER'S EMPLOYEES.

- A.** By executing this Agreement, the parties are not establishing any joint venture, joint undertaking, partnership, or the like. No personnel employed or utilized by the User shall acquire any rights or status as employees of the City or in the civil service system, nor shall they be deemed employees or agents of the City for any purpose. The User shall be responsible in full for any payment due its employees, including workers compensation and related costs.
- B.** No User personal vehicles will be allowed to park inside the fenced areas of Civic Field or block gate entrance areas without the permission of the Parks & Recreation Director.
- C.** Utility vehicles used for in-game promotions must be driven at a responsible speed, especially around the collars of the infield. If, in the City's sole determination, utility vehicles are not used responsibly, such promotions will not be allowed on the grounds of the Facilities.

XXI. OFF-SEASON STORAGE.

Outside the Use Period, User may only store equipment and supplies in the equipment storage room (next to umpire's room) on the north of the stadium, subject to the following conditions:

- A.** User shall pay to the City a flat Storage Fee for the use of this area of \$200.00 per month for the nine (9) month period not a part of the Use Period. Storage Fees shall be increased each year per the Consumer Price Index (CPI) for Washington State.
- B.** Storage Fees for the previous fall/winter/spring shall be incorporated into the final payment of the following season. For example, storage during the fall/winter/spring in 2025, will be added to the final payment after the completion of the 2026 season.
- C.** Propane tanks will not be allowed to be stored inside any room within Civic Field.
- D.** User's right to store equipment and supplies in the visitors' locker room shall be co-terminus with this Agreement.

- E. User will indemnify and hold the City harmless for any damage, theft, vandalism, or destruction of any stored equipment or supplies regardless of fault.
- F. User must leave adequate access to pipe chase and other maintenance access points.
- G. User shall follow both the City of Port Angeles Municipal & Fire Codes when utilizing City Facilities for storage.

XXII. PRIORITY RIGHT TO USE THE FACILITIES. User shall have use of the Facility for the operation of a baseball club and/or franchise during the Use Period, however, such use is non-exclusive and the City may schedule the use of the facility for other sporting and school district events, such as graduation, so long as such games, events or tournaments do not conflict with the User’s use of the Facilities as provided in this Agreement.

XXIII. MISCELLANEOUS.

- A. This Agreement shall constitute the entire agreement and understanding of the parties hereto with respect to the use of the Facility by User for its baseball team and supersedes all offers, negotiations, and other agreements of any kind with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement shall be in writing and executed by authorized representatives of both parties.
- B. The parties expressly agree that any and all disputes, libels, suits, or actions, whether brought at law, in equity, or through any agreed alternative dispute resolution mechanism, shall be governed by the laws of the State of Washington without recourse to any principles of Conflicts of Laws, with venue located exclusively in Clallam County, Washington.

EXECUTED this the _____ day of _____, 2025, for the User, **MACK Athletics, Inc.**

EXECUTED this the _____ day of _____, 2025, for the **CITY OF PORT ANGELES:**

Departmental Approval:

Owner, MACK Athletics, Inc.

City Manager, Nathan West

Attest:

City Clerk, Kari Martinez Bailey

City Attorney, Bill Bloor