

AGREEMENT FOR USE OF FACILITIES AT VETERANS MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas the Babe Ruth League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Babe Ruth League ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence on January 25, 2017 and end on June 30, 2022 unless sooner terminated as specified herein. Unless terminated, this contract shall be automatically renewed for successive one year periods (July 1 to June 30) and under the same terms and conditions as specified herein, upon CONTRACTOR'S presentation of a current-year officer list and proof of insurance to the COUNTY.

2. Termination

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give written notice to the other party. The number of days of advance written notice required for termination of this contract is 60 days.

3. Description of Premises

The premise subject to this agreement is described in Attachment 1 hereto. All utility infrastructure on the user side of any meter shall be considered as premises, regardless of physical location. TUNNEL IS SPECIFICALLY EXCLUDED FROM PREMISES.

4. Priority in Scheduling

CONTRACTOR shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 5.

5. Terms of Use

The following shall be the terms of use of the fields at Veterans Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTOR shall schedule their games with COUNTY at the earliest possible time. CONTRACTOR shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTOR agrees to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTOR shall be responsible for payment of all utilities incurred at Veterans Memorial Park that result from CONTRACTOR'S usage of the field for youth sports. COUNTY will provide a

Veterans Memorial Park Field Use Agreement

monthly statement to CONTRACTOR and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.

- (d) CONTRACTOR shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTOR shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
- (e) CONTRACTOR agrees to keep the subject premises clean and sanitary as their condition permits;
- (f) CONTRACTOR shall be responsible for all maintaining premises in safe and playable condition, including mowing, fertilizing, and irrigating, during their respective sports season.
- (g) CONTRACTOR shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts;
- (h) CONTRACTOR is responsible for all costs associated with any improper conduct or violations of laws or ordinances; and
- (i) CONTRACTOR shall be responsible for leaving premises and structures neat, clean, and orderly upon completion of their respective season.
- (j) CONTRACTOR shall notify COUNTY immediately regarding any damage or required maintenance on COUNTY facilities (buildings, utility distribution lines, etc.)
- (k) CONTRACTOR may, with COUNTY concurrence, place equipment storage sheds, batting cages, and other ancillary equipment on premises.

6. Insurance

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

7. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

8. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

9. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

10. Entire Contract

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

11. Time is of the Essence

Time is of the essence in the performance of this contract.

12. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

(a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,

(b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,

(c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

13. Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

14. Information about Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY

Name: Brent Barnes

Title: Director of Public Works

Address 2301 Technology Parkway
Hollister CA 95023

Telephone: 831-636-4170

Email: bbarnes@cosb.us

Contract Administrator for CONTRACTOR

Name: Greg Lopez

Title: President

Address: 1881 Memorial Dr.
Hollister CA 95023

Telephone: 831-902-7383

Email: g-mlopez@yahoo.com

15. Compliance with Applicable Laws

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

16. Indemnification

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnity in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

SIGNATURES

APPROVED BY SAN BENITO COUNTY:

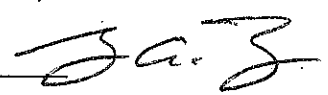

(Signature)

Jaime de la Cruz, Chair
San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

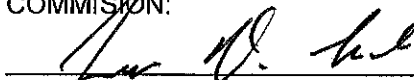
SAN BENITO BABE RUTH

Name: GREG LOPEZ 

Title: PRESIDENT

APPROVED BY VETERANS PARK

COMMISSION:



Jaime de la Cruz, Chair
Veterans Memorial Park Commission

Date: _____

Tax ID or Social Security Number:

31-1763234

Date: 12-8-16

APPROVED AS TO LEGAL FORM:

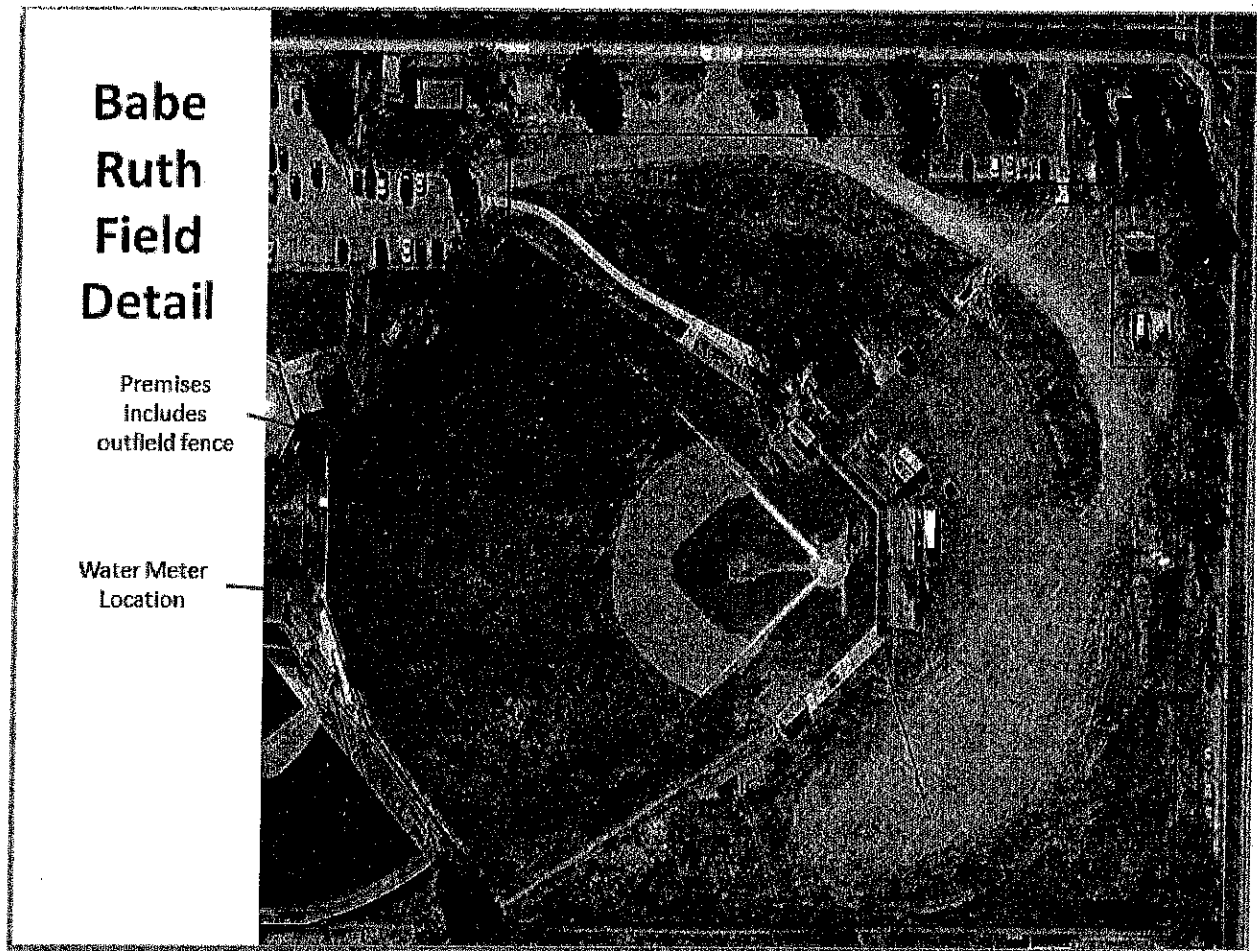
Matthew Granger, County Counsel

By: _____

Date: _____

Attachment 1

Description of Premises



- Utility systems "downstream" of meters are specifically included.
- "Tunnel" from top of steps at east end to concrete portal on west end is excluded.

