



TOWN OF
SAN ANSELMO
EST. 1907

TOWN OF SAN ANSELMO
PROGRAM PARTNERSHIP WITH
THE SAN ANSELMO BASEBALL ASSOCIATION
(Amendment 1)

This Agreement is made and entered into as of _____, 2019, by and between the Town of San Anselmo (hereinafter referred to as the "Town"), and San Anselmo Baseball Association (hereinafter referred to as the "SABA"). This Agreement replaces all prior agreements between the Town and SABA.

The Town and SABA agree as follows:

RECITALS

- A. The Town recognizes SABA as a Program Partner under the terms of this Agreement.
- B. The San Anselmo Recreation Department offers year-round recreational, educational and social programs and services to the residents of the Ross Valley.
- C. The Town desires to contract with SABA for the provision of baseball as part of the Town's recreational programs.
- D. SABA warrants to the Town that it has the qualifications, experience and expertise to provide and operate a baseball program for the San Anselmo Recreation Department.
- E. The Town and SABA desire to establish an agreement to clarify both the benefits and responsibilities of each party within this relationship.

NOW, THEREFORE, the Town and SABA agree as follows:

1. DESIGNATED REPRESENTATIVE(S).

- 1.1. SABA's President or his/her designee, shall be the designated Representative, and shall be responsible for negotiations, contractual matters, and coordination with the Town.
- 1.2. The Community Services Director, or his/her designee, ("Director") for the purposes of

this agreement, is the agent for the Town; whenever approval or authorization is required, SABA understands that the Director has the authority to provide that approval or authorization.

2. **BASEBALL PROGRAM PROVIDER:** SABA shall provide and operate the Town's baseball program for the term of the Agreement. SABA shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel and volunteers.
3. **FACILITY USE:** SABA shall have access and use of Memorial Park sports fields during those days and times scheduled with the Town. SABA shall, except as otherwise directed, use the existing park process in use by the Recreation Department. SABA is only allowed exclusive use of the sports fields which are properly and specifically reserved. Ancillary facilities such as restrooms and parking, if not specifically reserved, may be used by the SABA on a non-exclusive basis in support of their reserved use. SABA must abide by all park rules, policies, ordinances and laws during all periods of use whether exclusive or non-exclusive.
4. **PRIORITY OF USE:** Town shall allow SABA to have exclusive use of the sports fields during times and dates as scheduled in advance in a manner to be determined by the Director. The Town shall have first priority for use of the sports fields. SABA shall be provided priority of use by allowing SABA to schedule its events and usage up to one year in advance and prior to commencement of reservation by other groups and the general public. Reservations or changes to existing reservations which are made less than six months in advance may be subject to prior reservations by other groups or individuals. Nothing in this section shall be interpreted to mean that the Director must cancel or alter an existing reservation from another group or individual to accommodate a late request for facilities by SABA. Such decisions are strictly at the discretion of the Director.
5. **COMPENSATION FOR SERVICES.** SABA shall provide to the Town ten percent (10%) of all registration fees collected by SABA for the baseball program.
6. **TERM OF AGREEMENT.** This agreement will become effective on April 1, 2019 and will remain in effect for a period of one (1) year from said date unless otherwise expressly extended and agreed to by both parties in writing or terminated by either party as provided herein. Extension of this agreement shall be made by signature of the Director as long as SABA continues to maintain in good standing as a Program Partner. Prior to issuing a letter of extension, the Director shall provide a report to the Parks & Recreation Commission for their review and comment on SABA's activities over the prior term.
 - 6.1. Termination at Will. Either the Director or SABA may terminate this agreement, with or without cause, by giving the other party ninety (90) days written notice of such termination and the effective date thereof.
 - 6.2. Termination for Cause. If SABA fails to fulfill their obligations under the terms of this agreement and does not correct such failure within a period of ten (10) days after receipt

of notice from Town specifying such failure, the Town may terminate this agreement with thirty (30) days written notice.

6.3. Suspension. In the event that the Director, in his/her sole discretion, believes that activities of SABA or any failure of SABA to enforce this agreement or any rule, policy, ordinance or law or failure to follow specific safety standards may create an unsafe or detrimental condition for the public, SABA's participants, the Town or the Park facilities, the Director may immediately suspend all activities and suspend this agreement until such time as the cause for suspension may be reviewed by the Parks & Recreation Commission or by the Town Council or until such time as the condition is corrected to the satisfaction of the Director.

7. TOWN'S RESPONSIBILITIES: The Town shall fulfill all of the following responsibilities throughout the term of this agreement.

7.1. Maintain the roads, parking lot and entrance to Memorial Park that provide reasonable access to and from the sports fields.

7.2. Reasonably maintain the restrooms, landscaping and other park facilities surrounding the sports fields.

7.3. Provide reasonable trash pick-up services and furnish refuse containers at the sports fields.

7.4. Maintain and provide reasonable repair for the outfields, turf and fences surrounding the fields related to normal wear and tear and damage and

7.5. Provide reasonable weed control.

7.6. Remove graffiti from facilities in a timely manner,

7.7. Repair and maintain equipment owned by the Town and maintain and clean the snack shack.

7.8. Provide all food and drinks to be sold at the snack shack and maintain all required licenses and permits for its operation.

7.9. Provide SABA program advertising through the Recreation Department, including Facebook, email blasts, activity guide and limited banner space.

7.10. Provide a hyperlink to SABA on the Town website for registration for minors, majors, juniors and all stars.

8. SABA'S RESPONSIBILITIES: SABA shall fulfill all of the following responsibilities throughout the term of this agreement.

8.1. Provide all services required to provide and operate the Town's baseball program for the

term of the Agreement.

- 8.2. Field maintenance for daily practice and games, including, dragging fields, watering infields, preparing pitcher mound and bases, chalking fields, filling in gopher holes, pumping water off fields.
 - 8.3. Staff and operate snack shack for all games. All proceeds from the snack shack will go to the Town Memorial Park Fund.
 - 8.4. Prepare fields and supervise Sunday games for San Anselmo Recreation baseball programs, including working with coaches and families to establish a game schedule.
 - 8.5. Purchase all supplies necessary for operation of SABA's programs including uniforms, game balls and awards.
 - 8.6. Repair and maintain equipment owned by SABA.
 - 8.7. Perform regular inspections of sports fields prior to use to ensure that the facilities are safe and ready for use. Notify the Town of any safety hazards or needed repairs within 24 hours and take appropriate steps to secure unsafe areas up to and including cancellation of events or activities until unsafe conditions may be corrected.
 - 8.8. Work closely with the Town to prevent damage to the sports fields and facilities due to inappropriate use and vandalism.
 - 7.10 Provide all coaches, scorekeepers and officials as needed. Comply with all State and Federal laws related to any employees or paid contractors used by SABA.
 - 7.11 Leave facilities clean and ready after each use placing all trash in appropriate receptacles as provided by the Town.
 - 7.12 Provide a hyperlink from the SABA website to the Town website.
 - 7.13 Provide a hyperlink on the SABA website for registration for bambino, farm club and rookie.
 - 7.14 Require all participants to sign Town of San Anselmo Waiver form, attached hereto as Attachment A, and retain copies of the signed Waiver forms for two years.
 - 7.15 Require all adult coaches to complete a Live Scan or equivalent fingerprint screening before participating in the SABA baseball program and retain documentation of results for two years.
9. **ALTERATIONS AND IMPROVEMENTS TO TOWN FACILITIES.** The Town shall not be required to make any alterations or improvements to the sports fields or facilities, or any

adjacent improvements as a result of this agreement. SABA shall not make any such alterations or improvements without the advance written permission of the Town.

10. **SIGNS.** SABA shall not place or maintain any sign, emblem, or other advertising matter of any kind in or about the premises or equipment under its control without the advance written permission of the Town. Town shall have the right to remove any unauthorized sign, emblem or other advertising matter.

11. GENERAL TERMS AND CONDITIONS.

11.1. **Non-Assignability.** SABA shall not assign or transfer any interest in this Agreement without the express prior written consent of the Town.

11.2. **Independent Contractor.** SABA, its employees and volunteers are independent contractors and not employees of the Town. SABA and/or insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employees benefits offered to SABA's employees.

11.3. **Non-Discrimination.** SABA shall not discriminate on the basis of race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and Town governments.

11.4. **Insurance.** Prior to the commencement of this Agreement, SABA shall obtain the following coverage and limits of insurance:

- a. SABA shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- b. SABA's general liability policies shall be primary and shall not seek contribution from the Town's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Town and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. SABA's insurance coverage must cover all operations and activities of SABA pursuant to the terms of this agreement.

11.5. **Indemnification.** To the full extent permitted by law, SABA shall indemnify, defend, and hold harmless Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal fees and costs, court costs,

interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by SABA or by any individual for which SABA is legally liable, including, but not limited to officers, agents, employees, volunteers or subcontractors of SABA.

12. COMPLIANCE WITH APPLICABLE LAW. SABA and the Town shall comply with all applicable laws, ordinances and codes of the Federal, State, County and Town governments.
13. PROHIBITIONS. The Town retains the authority to prohibit or stop any activity being conducted by SABA at the Park if Town determines such activity to be an immediate danger to the public health, safety and welfare.
14. PARK REGULATIONS. SABA shall be responsible for the enforcement of all park rules and regulations related to their activities, their employees, volunteers, participants, spectators and guests.
15. ENTIRE AGREEMENT -- AMENDMENTS.
16. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
17. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the SABA and the Town.
18. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
19. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by SABA and the Town.
 - 19.1. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.
20. WAIVERS. The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

This Agreement is executed on this ____ day of _____, 2019, at Town of San Anselmo, California, and effective as of November 1, 2020.

ATTEST:

Carla Kacmar, Town Clerk

Town of San Anselmo:

Matt Brown, Mayor

APPROVED AS TO FORM:

Megan Holt Acevedo, Town Attorney

San Anselmo Baseball Association:

By:
Title: