

**License & Agreement Between  
City of Watsonville & Watsonville Youth Baseball  
To Use Pinto Lake Park Baseball Field**

**Table of Contents**

1.	Recitals .....	2
2.	Agreement.....	2
2.1	Parties .....	2
2.2	License.....	2
2.3	Permitted Uses .....	2
2.4	Term .....	3
2.5	Schedules.....	3
2.6	Personnel.....	5
2.7	Regular Safety & Damage Inspections.....	5
2.8	Equipment .....	6
2.9	Field Maintenance.....	6
2.10	Indemnity .....	7
2.11	Insurance.....	7
2.12	Concession Revenue .....	8
2.13	Vehicle Parking.....	8
2.14	Americans With Disabilities Act Compliance .....	9
2.15	Representative.....	9
2.16	Integration Clause .....	9
2.17	Third Party Beneficiaries .....	9
3.	Signatures.....	10

## **1. Recitals**

WHEREAS, City is the owner of land commonly known as Pinto Lake Park, located at 451 Green Valley Road, a portion of which has been developed and maintained as a baseball field; and

WHEREAS, Watsonville Youth Baseball is a non-profit corporation formed on or about December 6, 2018 to promote youth baseball and sports in Watsonville; and

WHEREAS, Watsonville Youth Baseball desires to use the baseball field to conduct Little League activities thereon.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

## **2. Agreement**

### **2.1 Parties**

The parties to this Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021 are the City of Watsonville, a municipal corporation, hereafter referred to as “City”, and the Watsonville Youth Baseball, hereafter referred to as “League”.

### **2.2 License**

City hereby gives to League a license to use the baseball field at Pinto Lake Park for the purpose of conducting thereon seasonal baseball activities during the term set forth herein. The City also agrees to maintain presently existing dugouts, permanent fences and bleachers at designated field.

### **2.3 Permitted Uses and Facilities**

League shall conduct baseball programs within the formal requirements of the organization of Little League within the baseball field, bleachers, and dugouts. League shall be permitted to use two designated lawn areas adjacent to the baseball field for pre-game warm-ups for soft toss only (Exhibit B – Premises). The warm-ups shall not interfere with the safe and peaceful enjoyment by other park patrons. The two designated warm-up areas shall be approved by the Parks and Community Services Director or designee. Sound systems to accommodate play-by-play of the games and interlude music shall be monitored jointly by City staff or designee and Little League officials and kept at a moderate level so as not to disturb those staying in the campground.

#### **2.3.1 Concessions Building**

League shall have exclusive access to the concessions building during seasonal baseball activities according to the term set forth herein. League

shall maintain building in clean condition at all times and provide City staff access within 24 hours, when requested. League shall not change locks to the building.

#### **2.3.2 Other Park Facilities**

Use of the baseball field shall not constitute priority to, free access or use of other park facilities such as picnic facilities, including but not limited to picnic tables, barbecues or pavilions and associated parking. Little League shall pay fees as determined by City Council Resolution for use of other park facilities.

### **2.4 Fees**

League shall pay \$0.00 per hour for use of the facilities outlined in this agreement. In lieu of fees, League shall conduct and pay for facility maintenance activities outlined in Exhibit A. League will meet with City in October 2021 to review League's financial status and discuss fees for the following year.

### **2.5 Term**

This license shall continue in force and effect commencing April 1, 2021 and ending December 31, 2021, provided, however, that the City reserves the right to terminate the license, without cause, upon giving the League thirty (30) days written notice.

### **2.6 Schedules**

2.6.1 A schedule of League events, including but not limited to practices, special practices, regular season games, tournaments and any special tournaments shall be filed for approval of the City's Parks and Community Services Director.

2.6.2 Use of the field is contingent upon the approval and release for play by the Parks and Community Services Director or designee. The following schedules shall be filed timely:

- a) A preliminary schedule for the regular League shall be filed no later than March 30 to reserve the field on the following dates:
  - a. April 6, 7, 8, 10, 2021
  - b. Monday through Saturday, excluding Wednesdays, from April 24 – July 10, 2021, subject to field and weather conditions.
- b) A preliminary schedule shall also be filed for the Fall league no later than June 30<sup>th</sup> to reserve the field on the following dates:
  - a. Mondays and Fridays from August 1 – the third weekend in October, subject to field and weather conditions.
- c) Preliminary Schedules shall advise City of tentative dates for use of the field for the following:

- a. Sign-Up Day
- b. Try-outs
- c. Practice Schedule
- d. Opening & Closing Ceremonies
- e. Game Schedule
- f. Post-season Tournament Schedule

Filing of such schedule shall in no way obligate the City to honor League's request for use of facilities without proper and timely payment of use fees or deposits.

- d) League shall file final activity schedules detailing dates and games, including times, fifteen (15) days prior to the commencement of the regular season and the Fall season. Schedule shall not deviate greatly from the planning schedule. All schedule changes must be approved by the Director of Parks and Community Services or designee.

2.6.3 The League shall be required to draw a game schedule subject to the following restrictions:

- a) League shall utilize the field for tryouts in April (weather permitting), provided, however, that League perform necessary maintenance as outlined in this agreement.
- b) Not schedule Wednesday use to allow the City to perform field maintenance and utilize the park for other purposes.
- c) All Sundays, except for two, are excluded from use by the League. The League may use two additional Sundays as alternates only in the case of rain. The League understands and accepts that facilities may have been previously reserved and rented to other Park users and be unavailable for League use on such Sundays. Use on Sundays must be approved by the Director of Parks and Community Services or designee.
- d) League shall respect the rights and privileges of those who have scheduled use of other park facilities and the associated parking required and shall not infringe upon their use of those facilities.

2.6.4 Amendments to the season schedule affecting Sunday use of the park or rescheduling of any tournament shall be subject to the approval of the Director or designee. Requests for amendments to the schedule, as provided in this paragraph, shall be submitted in writing to the Parks and Community Services Director or designee no less than seventy-two (72) hours in advance of requested amendment. City shall seek to reasonably accommodate amendment subject to other scheduled uses of the park, maintenance schedules, and/or advance facility reservations. Director or designee shall respond to request no

more than forty-eight (48) hours after receipt of written request. The Director's or designee's decision on schedule amendments is final. The requirements of this subparagraph shall not apply to request to reschedule League events to a weekday, including Wednesday or Saturday.

2.6.5 The League shall be required to draw a game schedule that complies with park operation time set forth in Resolution No. 68-91 (CM) or to its successor (7 AM to Sunset). League shall provide for a schedule with the first game to begin no later than 5:30 PM and any subsequent game shall be called to provide sufficient time for team refreshments, field clean up and exiting from park at sunset. League understands that the Park gate shall be locked at the daily posted sunset time. League may request and City shall provide a gate key so that those adults working in the concession stand have adequate time to clean and then exit the concession stand and park. Such extension of time shall be only granted to League adults who shall utilize the privilege of late stay solely for their concession stand clean up.

2.6.6 The Parks and Community Services Director shall retain the right to pre-empt the League's use of the ball field and/or park in the event of a special City activity or maintenance requirement, upon giving at least thirty (30) days' notice to League.

## **2.7 Personnel**

League shall furnish all coaches, umpires, and other personnel needed to conduct and control practice and play activities. League shall provide for a responsible adult who must be present at all times of usage and whose sole responsibility is to supervise conduct of spectators and participants. League shall provide the Parks and Community Services Director the name and cell phone number of the designated person who has the authority and is on site to readily respond to spectator and participant conduct and/or other concerns or needs that may arise during League games and activities. This person shall not be directly involved in any job of running the games (such as officials, etc.). This person shall monitor the field and surrounding area to ensure the safety of the players, spectators and others who may be playing adjacent to the field area. It is further the responsibility of all League personnel to comply with and report all violations of park rules to the City.

## **2.8 Regular Safety & Damage Inspections**

The League shall, before each game, inspect the field, bleachers, fences and other structures for damage and/or safety hazards and maintain records of said inspections. All deficiencies found with City property must be reported to the Parks and Community Services Department verbally and in writing the next regular business day. If any deficiency creates a potential hazard to health or safety of the users or the general public, the facility shall not be used until such

deficiency is corrected. City, with League, shall conduct a facility inspection twice per calendar year and may request additional inspections as needed.

## **2.9 Equipment**

League shall furnish all consumable or expendable supplies and equipment including, but not limited to, bases, base pins, bats, gloves, and field chalk. In addition, League shall supply such tools as rakes to assist in in-field maintenance.

## **2.10 Field Maintenance and Conditions**

The City also agrees to maintain presently existing dugouts, permanent fences and bleachers at designated field.

League shall be advised that the City shall not maintain the field until two weeks prior to the start of the regular season.

League shall prepare, drag and line the field for play in accordance with League standards on each day of use. League shall consult with the Parks Division to cooperatively participate in the watering schedule as required; and

League shall clean baseball diamond, concession stand, dugouts, bleachers and surrounding spectator area of all papers, trash, and debris following each game. No boxes, barrels, supplies or rubbish in any form shall be kept or piled or stored about the concession stand and League shall keep the park area free and clean of rubbish or trash generated from concession. City shall supply additional garbage and recycling cans around the baseball diamond areas.

Failure to police Little League facilities to the satisfaction of the City Parks and Community Services Director or designee shall result in the City billing League for time required to clean facility at the established hourly rate of the employees performing the additional services required of Park Division.

League shall furnish its own advertising signs and may sell advertising signs no larger than 4 feet by 8 feet to be placed on outfield fences, and areas within the baseball facility visible only to game spectators. League identification and non-commercial signs may be installed on perimeter of ballpark facility. League shall install and remove outfield signs not more than fourteen (14) days prior to or after the conclusion of the season.

League shall not conduct field/facility improvements and renovations without the review and approval of the City and required permits. Any improvements and/or renovations will be at the sole expense of the League unless otherwise agreed upon in writing with the City. At the expiration or termination of the License, all fixtures and physical repairs or improvements to

the building and grounds shall become City's property free of all claims to or against them by League or any third person.

League shall be advised that the City may close the field due to inclement weather and/or field conditions. The City will notify League of such closures as early as possible and in most cases, by 12:00pm on weekdays and the day prior on weekends.

## **2.11 COVID-19 Requirement and Protocols**

League shall comply with all local, State and Federal guidelines and requirements regarding COVID-19 and shall furnish City with League's written protocols and policies detailing how these requirements will be met.

## **2.12 Indemnity**

League shall defend, indemnify and hold the City, its elected officials, employees, agents and/or representatives, while using Pinto Lake Park, free and harmless from all claims, demands, damages or actions, and any cost or expense in connection therewith that may arise out of or claimed to be related to the activities of the League.

## **2.13 Insurance**

At the time of the execution of this Agreement, League shall, at its own expense, procure and at all times during the term of this Agreement maintain in full force and affect Comprehensive General Liability Insurance as follows:

A policy of Public Liability Insurance in which the City, its elected officials, employees, agents and/or representatives, during the term of this Agreement shall be named an additional insured, insuring, indemnifying and saving harmless and agreeing to defend the additional insured against all suits, loss, damage, liability, claims or actions of any person or persons for or on account of any injuries or damages to persons or property sustained or arising out of the activities of the League, or in consequence thereof, whether directly or indirectly, and to pay all judgments, costs, and expenses of litigation in connection therewith. The Public Liability Insurance shall provide for a limit of not less than:

- a) Bodily Injury: \$1,000,000 per person; \$1,000,000 per occurrence
- b) Property Damage: \$1,000,000 per occurrence
- c) Combined Single Limits: \$1,000,000

The policy or policies of insurance shall require that the additional insured be given thirty (30) days notice of cancellation or change in any policy or policies.

The policy aforementioned shall be issued by an insurance carrier satisfactory to City and shall be delivered to City at the time of the execution of this Agreement. In lieu of actual delivery of such policy, a certificate issued by the insurance carrier showing such policy to be in force for the period covered by the Agreement may be delivered to the City. Such policy and such certificates shall be in a form acceptable to and approved by the City Attorney.

The policy aforementioned shall be issued to protect City only against risks, which may result from the activities or conduct of League in exercising the grant of license as provided herein.

Failure of League to file such policies with the City Clerk prior to any use of field will cause City to charge League use fees as outlined in City Council Resolution No. 130-06 (CM), however, the payment of such fees does not relieve League from its obligation to obtain insurance as set forth herein.

## **2.14 Concession Revenue**

Concession revenues shall be the exclusive property of the League. Appropriate business licenses and permits (including county health permit) shall be obtained by the League with copies provided to the City prior to operation.

## **2.15 Vehicle Parking**

League vehicles may park free on weekends during League's scheduled events in the parking lot area along the entrance driveway designated for Little League. League shall be responsible for monitoring designated parking area. All parking must be in designated spaces and shall not occur along park access ways, fire lanes, or RV Park. League shall provide sufficiently trained staff to monitor and direct parking for vehicles associated with League activities as needed.

All other available parking spaces shall be first come, first served and shall be governed by City Council Resolution No. 97-16 (CM) or its successor establishing fees relating to the use of facilities at Pinto Lake Park Recreation Area, provided however, that City staff or designee may reserve twenty (20) spaces, in addition to parking reserved for pavilion, to accommodate reserved picnic facilities. Spaces shall be barricaded or coned off to prevent access by other than accommodated group. Vehicles, which cannot be accommodated in the parking area reserved for League use, will be subject to the vehicle entry fees on Saturdays, Sundays and holidays and will park per the direction of the Park staff. Parking for League families requiring handicapped parking, or League assigned volunteers, may be accommodated in the Pavilion parking area during the weekdays, provided that no other use of the pavilion has been scheduled. League shall supply window identification placards to be placed in the vehicle's front window for use of this parking area when pavilion parking is available. City



staff shall place a sign near the entrance to this parking area to advise League that Pavilion is reserved.

League shall make reasonable efforts, including distributing fliers and making announcements that sign-ups and try-outs to inform League participants that the Little League fees do not include free parking, and that except for the designated free parking spaces provided herein, parking will be subject to vehicle entry fees on weekends and holidays.

## **2.16 Americans with Disabilities Act Compliance**

Watsonville Youth Baseball will not discriminate against qualified persons with disabilities and must comply with the Americans with Disabilities Act (ADA). League shall make reasonable accommodations when requested.

## **2.17 Representative**

The representative for League and to whom all notices shall be directed is:

Arturo Sigala  
501 South Green Valley Road #3  
Watsonville, CA 95076

Phone: (831) 234-9310 (Cell)  
e-mail: sigart50@yahoo.com

## **2.18 Integration Clause**

This document constitutes the full and complete agreement between the parties. There are no previous agreements or side agreements which change or add to the terms and conditions expressed herein.

## **2.19 Third Party Beneficiaries**

This Agreement is not intended to benefit any person other than the City of Watsonville, its elected officials, employees, agents and/or representatives.

### **3. Signatures**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first hereinabove written.

<b>City of Watsonville, a municipal corporation</b>	<b>Watsonville Youth Baseball, a corporation</b>
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By:

By:

\_\_\_\_\_  
Matthew D. Huffaker, City Manager

\_\_\_\_\_  
Arturo Sigala, President

ATTEST:

\_\_\_\_\_  
Beatriz V. Flores, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan J. Smith, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

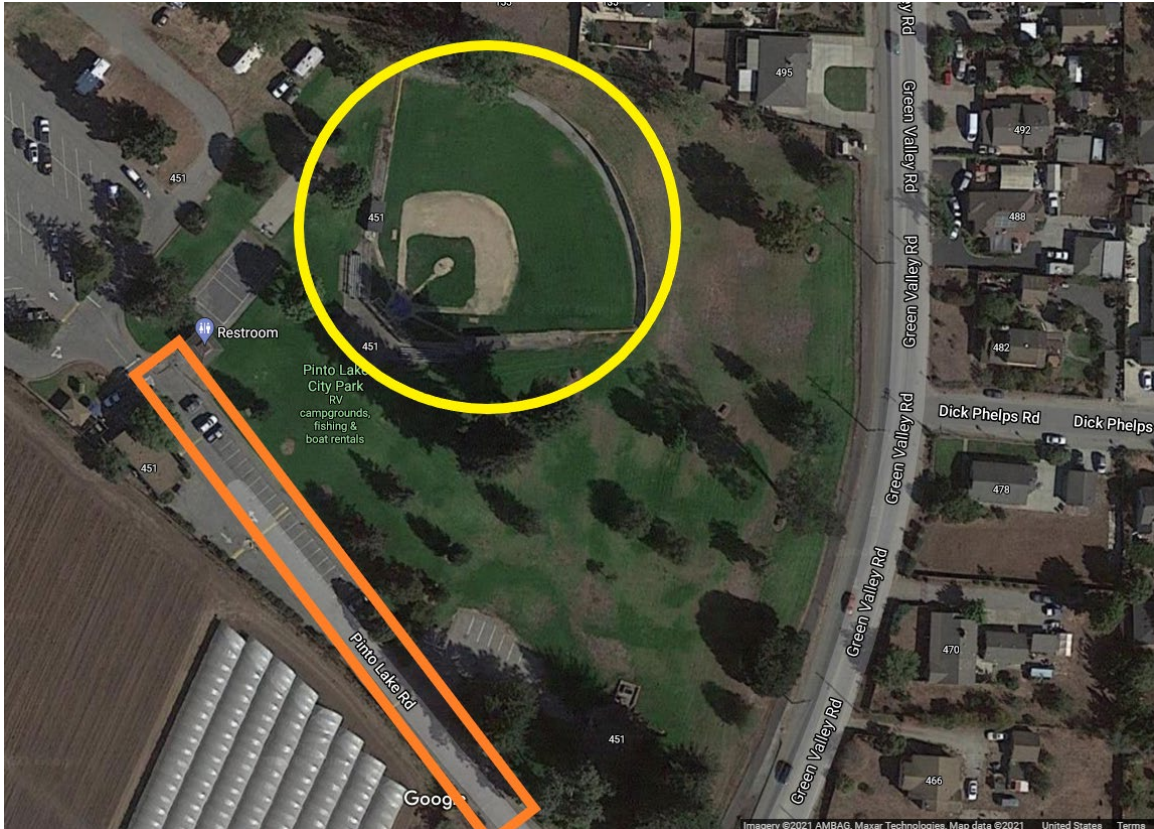
In consideration of use of the baseball field at Pinto Lake Park for the 2021 Spring and Fall little league seasons, Watsonville Youth Baseball will complete the following facility maintenance activities, utilizing League volunteers in coordination with City staff, prior to the start of the Spring 2021 season:

<b>Maintenance Activities</b>	<b>Estimated Cost</b>
Replace Pitcher's Mound	\$240
Replace Home Plate	\$100
Maintenance repairs for Pitcher Bullpen (x2)	\$160
Replace Pitchers Rubber (x2)	\$160
Purchase and Install Infield Fines (7 tons)	\$574
<b>TOTAL ESTIMATED VALUE OF IMPROVEMENTS:</b>	<b>\$1,234</b>

During the dates that League utilizes the Field according to this agreement, League shall maintain in-field in playable condition.

## EXHIBIT "B" PREMISES

Pinto Lake Baseball Field  
451 Green Valley Road, Watsonville, CA 95076



Baseball Field and Pregame Warm Up Area

Parking Lot