



# Parks and Recreation Committee Agenda

April 19<sup>th</sup>, 2016 **3:30 PM**

Live Oak City Hall

9955 Live Oak Blvd

Live Oak, Ca 95953

**Type of meeting:** Regular

**Committee Members:** Diane Hodges— Council Member  
Gary Baland—Council Member

**Attendees:** Jim Goodwin—City Manager  
Luis Cibrian—Parks & Recreation Interim Director  
Hope Ithurnburn —Executive Assistant to City Manager  
Community Building Advisory Committee Members

## ----- Agenda Topics -----

1. Roll Call
2. Approval of minutes from March 21<sup>st</sup>, 2016
3. Discussion/Action Items
  - A. Live Oak Little League - License Agreement
  - B. Skate Park discussion regarding design change
4. Program Updates:
  - A. Soccer Camp
  - B. Mens Basketball
5. Old Business:
  - A. Life Guards
  - B. Soccer Complex Grand Opening
  - C. Donation Letters
  - D. Community Garden

6. New Business:

- A. Mens Soccer League
- B. Gold Sox Group Reservations
- C. Spring/Summer Brochures
- D. Parks Maintenance

7. Adjournment

# LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made by and between **THE CITY OF LIVE OAK, a City and Municipal Corporation**, in the County of Sutter, State of California (hereinafter **THE CITY**), and **LIVE OAK LITTLE LEAGUE, (LICENSEE)**.

## RECITALS

**A. THE CITY** owns a certain real property commonly known as LIVE OAK LITTLE LEAGUE PARK (a part of the LIVE OAK MEMORIAL PARK) and more particularly described on **EXHIBIT "A"** attached hereto and incorporated herein (**THE PROPERTY**) upon which **LICENSEE** has previously conducted Little League baseball games.

**B. THE PURPOSE** of this Agreement is to set forth the terms under which **THE CITY** will grant to **LICENSEE** a personal, revocable, and non-assignable privilege and permission to enter into and on **THE PROPERTY** for the purpose of playing and practicing to play Little League baseball games and to set up and establish such equipment as may be necessary for playing and practicing the above-mentioned games.

**IN WITNESS WHEREOF**, the parties agree as follows;

## SECTION 1 Incorporation of Recitals

The foregoing Recitals are not merely recitals, but are contractual in nature and are incorporated into this Agreement.

## SECTION 2 Purpose

**THE CITY** grants to **LICENSEE** a personal, revocable and non-assignable privilege for the purpose of playing and practicing to play Little League baseball games upon the following terms and conditions:

1. During the Little League season (which, for purposes of this Agreement, shall be defined to extend from January 1, through July 31, of any given year) **LICENSEE** shall be allowed to occupy **THE PROPERTY** for the purpose of the playing of Little League baseball games and for activities related thereto. **THE CITY** may also utilize **THE PROPERTY** for other activities during the Little League season upon notice to **LICENSEE** provided that such activities do not unreasonably interfere with **LICENSEE'S** use and occupation of **THE PROPERTY** during the Little League Season. **LICENSEE** acknowledges that the full size baseball field adjacent to the Live Oak Community Building is the Varsity Baseball field for Live Oak High School and agrees to schedule **LICENSEE** activities on that field in a manner that does not conflict with the Live Oak High School game and/or practice schedule.

2. During the Little League season, **LICENSEE** shall be responsible for and required to prepare the playing fields for the Little League games and drag and rake fields following use, keep the property free of litter or other debris, and maintain the interior of all buildings in a safe condition. **LICENSEE** shall notify **THE CITY** immediately of any unsafe condition that may exist on **THE PROPERTY**. **LICENSEE** shall not undertake any repairs or modifications to

## **THE PROPERTY.**

In addition to the foregoing, **LICENSEE** agrees to leave the fields unlocked and available for use by the general public whenever **LICENSEE'S** events are not scheduled or the fields are not in use for other organized play. **LICENSEE** may lock dugouts.

3. **LICENSEE** shall not have authority to permit or grant permission to any other person, group or entity for use of **THE PROPERTY**. Any other person, firm, entity, group or organization, must schedule events concerning **THE PROPERTY** with approval of **THE CITY'S** Parks and Recreation Director.

4. During the off-season, (which, for purposes of this Agreement, shall be defined to run from August 1, through December 31, of any given year) **LICENSEE** may organize events at **THE PROPERTY** with the prior approval of **THE CITY'S** Parks and Recreation Director.

### **SECTION 3 No Payment**

The privilege granted by this Agreement is without any consideration and is merely an accommodation to **LICENSEE** and is revocable at any time by **THE CITY** upon written notice to **LICENSEE** stating the effective date of any such revocation.

### **SECTION 4 Term of Agreement**

**THIS AGREEMENT** shall be effective for a period of one (1) year following the date it is executed by the parties hereto, provided, however, that this Agreement is subject to early termination by **THE CITY** as provided in SECTION 3, above. **THE CITY** agrees that the agreement will renew each year on December 31 for one additional year unless **THE CITY** notifies **LICENSEE** that the agreement will not be renewed.

### **SECTION 5 Indemnification**

In consideration of the privilege granted by this Agreement, **LICENSEE** shall not claim any damages from **THE CITY** in connection with or on account of any injuries or damages arising in or on **THE PROPERTY** while being used by **LICENSEE** and **LICENSEE'S** members, guests and invitees and, further, **LICENSEE** agrees to indemnify and save harmless **THE CITY** from any and all claims or damages in connection with the use of the above-described property by **LICENSEE** and **LICENSEE'S** members, guests or invitees. The indemnity obligations specified in this paragraph shall survive the termination of this Agreement and continue until any claims which are the subject of such indemnification have been fully and finally resolved.

The Indemnity obligations herein include the obligation to defend, with counsel acceptable to **THE CITY**, and to hold **THE CITY** harmless, to the fullest extent allowed by law, **THE CITY**, its officers, officials, employees, volunteers, agents and assignees.

## **SECTION 6**

### **Insurance**

**LICENSEE** shall procure, maintain and keep in full force and effect during the life of this Agreement, commercial general liability insurance in an amount not less than **TWO MILLION**, (\$2,000,000.00) for each occurrence.

The policy or policies will be insured by an insurer licensed to do business in the State of California (California admitted carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide (property-casualty-United States shall be "A-" Secure Best's Rating) and VII (Financial-size category). A Certificate of Insurance shall be filed by **LICENSEE** with the City Clerk prior to commencement of **LICENSEE'S** activities at **THE PROPERTY** under this Agreement, which Certificate shall reflect the coverage set forth herein. **THE CITY**, its officers, officials, employees, agents, independent contractors and volunteers are to be covered as additional insured with respect to liability under the policy. **LICENSEE** shall provide **THE CITY** with copies of the actual policy and all endorsements upon request. The insurance required by this Section shall be per occurrence based and endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or limits, except after thirty-day's prior written notice which has been received by **THE CITY**. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against **THE CITY** with the express intention of the parties being that the required insurance coverage protects both parties and shall be the primary coverage for any and all losses covered by the above-described insurance.

**LICENSEE** shall insure that any companies issuing insurance cover the requirements contained in this Agreement agree that they shall have no recourse against **THE CITY** for payment or assessments, in any form, on any policy of insurance. For any claims related to this Agreement, **LICENSEE'S** insurance coverage shall be primary insurance as respects the City, its officers, officials, agents, independent contractors, employees and volunteers. Any insurance or self insurance maintained by **THE CITY**, its officers, officials, employees or volunteers shall be excess of **LICENSEE'S** insurance and shall not contribute with it.

## **SECTION 7**

### **No Structures to be Erected**

**LICENSEE** agrees that it shall not at any time cause any additional improvements or structures, including buildings, poles, fences, roadways or any other structure or device to be placed or installed within the subject premises without the prior express written consent of **THE CITY**.

**LICENSEE** shall not permit or allow any roadways, easements or other burdens, restrictions or encumbrances to be placed upon the subject premises and shall indemnify and hold harmless **THE CITY** with respect to any such activity and shall cause any roadways, easements or other burdens or restrictions on the premises (not expressly consented in writing by **THE CITY** to be removed from the subject premises.

**LICENSEE** agrees not to erect or permit to be erected on **THE PROPERTY** any buildings or structures, whether permanent or temporary (aside from those which already exist as of the date of execution of this Agreement) without prior written consent from **THE CITY**.



**SECTION 14**  
**Assignment of Rights**

The rights of **LICENSEE** under this Agreement are personal to **LICENSEE** and may not be assigned or transferred to any other firm, person, corporation or other entity.

**SECTION 15**  
**Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth below.

**Dated:** \_\_\_\_\_

**LIVE OAK LITTLE LEAGUE**

\_\_\_\_\_  
**BY: Kathy Grove, President**

**Dated:** \_\_\_\_\_

**CITY OF LIVE OAK**

\_\_\_\_\_  
**BY: Jim Goodwin, City Manager**

**ATTEST:**  
**MELISSA DEMPSEY, CITY CLERK**

\_\_\_\_\_  
By: Hope Ithurburn, Assistant City Clerk