

COUNCIL AGENDA: FEBRUARY 3, 2015

SUBJECT: FIELD USE AGREEMENT FOR ZALUD PARK BETWEEN CITY OF PORTERVILLE AND PORTERVILLE LITTLE LEAGUE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Within Zalud Park are two baseball fields that at one time were used by Porterville Little League to host games. All Little League games currently are held at the Burton baseball fields. The City has an existing agreement with the Burton School District to schedule the two fields for play as long as it doesn't interfere with any school activities.

Little League has approached City staff and the Parks and Leisure Services Commission about the fact that there is a need for a 50/70 baseball field in town. A 50/70 field is geared for 12-14 year olds easing the transition between elementary age in which 60' bases/46' pitching mounds are used, and high school where 90' bases/60' pitching mounds are used. Zalud Park is the location recommended by the Parks and Leisure Services Commission to have such a field. This location is acceptable to Little League and City staff.

Little League has the intent and commitment within the term of the agreement to fund and transform the existing south field into a 50/70 baseball field in exchange for exclusive use of the designated area during their season, which runs February-July. Initial improvements to the field would include an outfield fence, pitcher's mound, leveling and enlarging the infield, irrigation adjustments and bases. During the season, Little League would be responsible for all maintenance of the field, as well as maintaining the cleanliness of the area. The proposed length of the agreement is a five-year term with the option to extend it an additional five years upon completion of the first term.

During the City's use of the field, the City would act as the scheduling agent for the field and would maintain and be responsible for repairs and damages to the field during the City's use of the field. The agreement also states that Little League may, but is not required, to make improvements to the north baseball field as well.

 Director

N/A Appropriated/Funded

 City Manager

ITEM NO.: 7

RECOMMENDATION: That the City Council approve the agreement with Little League and authorize and direct the Mayor to execute the same.

ATTACHMENT: Porterville Little League Agreement

**ZALUD PARK SOUTH AND NORTH BASEBALL FIELDS
FACILITY USE AND MAINTENANCE AGREEMENT
BETWEEN CITY OF PORTERVILLE AND PORTERVILLE LITTLE LEAGUE**

FEBRUARY 2015

Recognizing the value to the community of sharing facilities, the following agreement has been adopted by the City of Porterville Parks and Leisure Services Department (“**CITY**”) and Porterville Little League (“**PLL**”). The agreement establishes policies regarding the use of the south and north baseball fields at Zalud Park, 700 N. El Granito.

Terms and Termination

This agreement shall be for approximately four and a half years beginning _____, 2015, and ending July 31, 2019. **PLL** shall have the option to enter into an additional five (5) year agreement under the terms and conditions below commencing on the expiration date specified above with mutual agreement of both parties. **PLL** has the intent and commitment within the term of the agreement to fund and make improvements to the existing baseball field and appurtenances in exchange for the exclusive use of the designated area from January through July of each year of the term. **PLL** may, but is not required to, make improvements to the north baseball field as well.

Rights and Responsibilities of the PLL

1. Upon submittal of annual paperwork and payment in accordance with the Athletic Field Use Policy, all affected **PLL** Board personnel shall attend a pre-season organizational meeting with **CITY** staff to discuss specific operational duties and responsibilities.
2. **PLL** agrees, at its own expense, to prepare the baseball field improvement plans and specifications. **CITY** shall review and approve all plans and specifications of the proposed work to the baseball fields before construction is commenced and shall further review and approve all subsequent change orders. **PLL** agrees to comply and make any and all improvements in accordance with all applicable federal, state and local laws and regulations.
3. **PLL** agrees that the **CITY** shall be scheduling agent for the field and that **CITY** shall schedule the dates and times of use except for use by **PLL** during their season.
4. **CITY** agrees to be responsible for repairs and damages to the field during **CITY**'s use of the field.
5. **PLL** shall be responsible for maintaining the facilities in good playing condition during the scheduled playing period. Maintenance and responsibilities shall include:
 - a. Mowing and irrigating the infield and outfield turf areas as needed.
 - b. Maintaining bleacher area in good order and free of litter. Cleaning the bleacher area after each game.
 - c. Repairing damage to designated area.
 - d. Providing the necessary maintenance equipment and supplies to accomplish all the above tasks.
 - e. Maintaining any storage facility.

- f. At no time shall vehicles or maintenance vehicles be permitted on turf areas, except in the performance of necessary maintenance duties, without permission by **CITY**.
6. **PLL** staff shall be responsible for providing all related supplies and equipment such as additional bleachers, scoreboards, PA system, and other miscellaneous items that may be required.
7. Upon **CITY** approval of concession stand site, should a licensed vendor not be on site, **PLL** shall provide all supplies and materials to operate a concession stand if desired.
8. After the completion of each game and practice, **PLL** staff shall be responsible for clean-up of all debris in a timely manner and locking all gates and storage areas when necessary.
9. **PLL** shall contact **CITY** before installing improvements relative to the program such as signs, field improvements, electrical improvements, etc.
10. All concerns or request for routine, additional or special maintenance needs are to be directed to the Parks Superintendent. Superintendent may be reached through the **CITY** office at 782-7536.
11. If **PLL** should make substantial improvements to the facility, upon termination of this agreement **CITY** shall determine disposition of these improvements. If **CITY** determines that some or all of the improvements are to be removed, **PLL** at its own expense shall remove them in a timely manner and return the facility to its original condition. Otherwise, all improvements shall remain **CITY** property.
12. **PLL** shall make repairs and corrections to miscellaneous items not in proper working condition. Field markings must be painted and not chemically sprayed.
13. **PLL** shall provide storage facilities for program-related supplies and equipment and additional portable restroom facilities, as needed, with approval by **CITY**.
14. All games and practices must be scheduled during normal park hours (7:00 a.m. to 10:00 p.m.).

Insurance Requirements for PLL using open space

PLL must procure and maintain insurance for the duration of all activities, including during any construction or the making of improvements, and all activities for which parkland has been reserved, against claims for injuries to persons or damages to property which may arise from, or in connection with, **PLL** operation and use of **CITY** parkland. The cost of such insurance shall be borne by **PLL**.

PORTERVILLE LITTLE LEAGUE

Board Chairperson

CITY OF PORTERVILLE

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney