

LICENCE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH
AND HUNTINGTON WEST LITTLE LEAGUE, INC.
FOR THE USE OF BASEBALL FIELDS
AND RELATED IMPROVEMENTS AT MARINA PARK

This Agreement is made and entered by and between the CITY OF HUNTINGTON BEACH, a charter CITY and Municipal Corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and HUNTINGTON WEST LITTLE LEAGUE, INC., a California a not-for-profit corporation ("LEAGUE").

RECITALS

The CITY owns and operates Marina Park within the CITY limits which has multiple baseball fields, a snack bar/restroom facility, and related improvements; and

The LEAGUE, which operates and conducts Little League baseball activities for the benefit of youth within the CITY; and

The CITY may enter into agreements for the care, use, maintenance and control of CITY Parks for Youth recreational activities; and

CITY and LEAGUE desire to enter into a License Agreement to provide for such care, use, maintenance and control of Marina Park for Little League baseball activities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PERMISSION

Permission is hereby given by CITY to LEAGUE to enter upon, use and maintain the premises as described herein.

2. PREMISES

CITY does hereby provide to LEAGUE, and LEAGUE hereby utilizes from CITY three baseball fields, snack bar, restroom facilities, and any related improvements (hereinafter referred to as "the Premises"), generally located within Marina Community Park ("Marina Park") a facility owned and operated by CITY. As legal description, overhead photographs including property lines and licensed area, are collectively attached hereto as Exhibits "A" and "B" and incorporated by this reference as though fully set forth herein. Any action required east of the "Premises" property line as shown in the aforementioned Exhibit "A" shall be solely between LEAGUE and Huntington Beach Union High School District (District).

3. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing on the first (1st) day of _____, 2020, and ending on _____, 2025. The term of this Agreement may be extended for one additional five (5) year period upon mutual consent of CITY and LEAGUE evidenced in writing. CITY may withhold consent to extend this Agreement with or without cause in which case this Agreement shall terminate.

4. GENERAL USE OF PREMISES AND RELATED IMPROVEMENTS

A. LEAGUE shall use the Premises for youth baseball recreational purposes, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of CITY.

B. LEAGUE shall be entitled to access and use of Premises as set forth in the Annual Allocation Schedule (the "Allocation Schedule"). Allocation Schedule shall include all games, practices and other approved activities, for the calendar year and shall be submitted in the format as described in Exhibit "C". LEAGUE shall submit the Allocation Schedules to CITY no later than the last day of February on an annual basis for approval by the Director of Community Services or his or her designee, which shall not be unreasonably withheld. LEAGUE shall make available the Premises to CITY and other CITY approved organizations at those times and days that the LEAGUE is not utilizing said Premises as provided above.

C. LEAGUE shall provide all furniture, equipment and supplies needed to use the Premises for the purpose described herein.

D. LEAGUE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Marina Park visitors, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose. LEAGUE shall not cause, maintain or permit any nuisance in, on, or about the Premises. LEAGUE shall not store any materials that are considered hazardous including but not limited to chemicals, flammable materials, toxic materials, etc. on the Premises.

E. No modifications or improvements shall be made to Premises without prior written consent of CITY. CITY may require, as part of consent to modify or improve said Premises, LEAGUE to enter into a separate agreement with CITY detailing the terms and conditions of said modifications or improvements.

F. LEAGUE shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which will in any way increase the existing rate of, or affect any fire or other insurance upon the building or any of its contents.

5. SNACK BAR AND RESTROOM BUILDING USE AND RESPONSIBILITIES

LEAGUE shall be entitled to access and use the snack bar and restroom building ("Building") in support of LEAGUE activities only, with the main purpose of storage of LEAGUE related equipment and supplies; preparing and serving food and beverages during the days and times LEAGUE is utilizing the Premises as stated in the Allocation Schedule. LEAGUE shall not use or permit the Building to be used, in whole or in part, during the entire term of this agreement or any renewals or extensions thereof or during any holdover period for any purpose other than as herein set forth, without the prior written consent of CITY. CITY shall have the right to prohibit the sale of any item or article which is objectionable or beyond the scope of the merchandise necessary for proper service to the public. Except as permitted in advance in writing by CITY, all foods and beverages shall be sold in disposable paper or plastic containers. No pull-top cans or Styrofoam containers are to be vended or dispensed from the Premises unless pre-approved in writing by CITY. LEAGUE, wherever feasible, shall eliminate the use of non-recyclable containers and plastics. LEAGUE shall acquire and maintain all applicable permits, including Health Department approvals required to operate a food service operation. Flammable or other hazardous materials shall not be stored in the Building. LEAGUE shall be responsible for locking and unlocking the snack bar portion of the Building during all scheduled LEAGUE activities, including all practices and game days.

6. PARKING

LEAGUE shall have non-exclusive use of the parking lot for LEAGUE activities. Use of the parking lot for other purposes than to park cars shall be prohibited without prior approval by CITY.

7. IN-KIND SERVICE IN LIEU OF RENT FOR USE OF PREMISES

In lieu of paying hourly rent for use of the facility, LEAGUE agrees to perform "in-kind" in the form of maintenance and other duties on the premises as described in Sections 7, 8 and 10 and further defined in Exhibit "D" - "In-Kind Service". The value of "in-kind" services performed shall be compared to the potential rent CITY would receive for use of the fields based upon the rental fees for such use as established by Resolution of the CITY Council. For comparison purposes, the value of in-kind services shall be valued against the use of the premises as described in the Allocation Schedule on an annual basis. The comparison period shall be January 1, through December 31 of each year the agreement is in effect. On an annual basis, the value of in-kind services shall be equivalent to, or, exceed the amount of rent CITY would receive for the amount of use by LEAGUE. In the event the value of "in-kind" services is less than the field rental cost, LEAGUE shall pay the difference in the form of rent payment to CITY per the approved fees established by resolution for Charges for Rentals and Recreation Services. Such payment shall be remitted no later than 30 days after the final date of use as stated in the Allocation Schedule.

8. REPAIR AND MAINTENANCE/BOND

A. LEAGUE shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, damage from causes beyond the reasonable control of LEAGUE and ordinary wear and tear excepted. LEAGUE shall upon the expiration or sooner termination of this Agreement, surrender the Premises to the CITY in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of LEAGUE excepted. In the event Premises are not maintained in a good condition as determined at the sole discretion of the CITY, CITY or a contractor hired by CITY, may enter and perform maintenance or repair. LEAGUE shall maintain a cash deposit or bond (in a form acceptable to the CITY Attorney) surety in the amount of \$1,000.00 to assure performance of required maintenance. In the event LEAGUE fails to maintain said Premises, as provided herein, CITY may utilize said surety to pay the cost. Any surety funds used by the CITY shall be renewed by the LEAGUE within fourteen (14) days of withdrawal by CITY.

B. LEAGUE shall not be responsible for maintenance and repairs which are caused in whole or in part by the act, neglect, fault or omission of any duty by the CITY or its agents, employees or invitees, in which case CITY shall pay cost of such maintenance and repairs.

9. OTHER IMPROVEMENTS

LEAGUE may use trash bin enclosure(s) as designated by CITY.

10. MAINTENANCE RESPONSIBILITIES

A. LEAGUE agrees to maintain the Premises in good order and repair, at LEAGUE'S sole cost and expense, during the entire term of this agreement or any renewals or extensions thereof or during any holdover period, pursuant to the CITY'S maintenance standards. A copy of the quarterly evaluation summary sheet setting forth the CITY'S maintenance checklist is attached as **Exhibit "E"**, and incorporated herein by this reference. LEAGUE shall also consult with Community Services Director or his/her designee prior to conducting any maintenance or repair beyond the routine maintenance as specified in **Exhibit "E"**. LEAGUE shall submit a maintenance schedule and plan to the CITY in writing no later than the last day of February of each year for review and approval by the Director of Community Services or his/her designee. CITY'S maintenance responsibilities shall be limited to maintaining those areas of the park not depicted in **Exhibit "B"**. Maintenance outside of the Premises, referred to in **Exhibit "A"** as HBUHSD property, shall be the responsibility of LEAGUE and District. Building related maintenance by CITY shall be limited to all exterior sewer laterals, drain lines and the roof.

B. Ballfield and Surrounding Turf Areas – LEAGUE shall repair and maintain landscaping of Premises, including mowing, edging, chalking, and trash removal. In addition, LEAGUE shall be responsible for cost of maintenance and repair of irrigation systems within the Premises.

C. Parking Lot Area – LEAGUE shall be responsible for custodial maintenance of the parking lot resulting from scheduled league activities, which at a minimum will include removing trash from the parking stalls and drive aisle and the landscape areas surrounding the lot.

D. Snack Bar - LEAGUE will be responsible for all custodial maintenance of Snack Bar BUILDING during LEAGUE activities, including storage and food service areas. LEAGUE shall appropriately clean the facility after each use. Food should be stored in a manner to minimize attracting rodents and other pests. Snack Bar custodial maintenance shall include but not be limited to regular cleaning and stocking of supplies; maintenance of sinks, plumbing fixtures, and cooking equipment.

E. Restroom Building – LEAGUE will be responsible for all custodial maintenance of restroom BUILDING during LEAGUE activities as reported in LEAGUE'S Allocation Schedule. LEAGUE agrees during LEAGUE activities to spot-check restrooms and providing custodial maintenance, including but not be limited to litter removal and restocking of paper towels and toilet paper as provided by LEAGUE.

F. In addition to custodial maintenance, LEAGUE shall be responsible to maintain all interior sewer lines and drain lines located within the Snack Bar portion of the Building. LEAGUE is responsible for maintenance and upkeep of the exterior surface of the Building as needed. LEAGUE shall report any and all graffiti on the Premises to the CITY within 24 hours of becoming aware of such graffiti. Except as provided above for graffiti, LEAGUE, at its sole cost and expense and with or without notice from CITY, shall repair and/or replace all damage or destruction to fields, dugouts, outbuildings and improvements within the Premises and property of the LEAGUE, including vandalism, as soon as possible but in no event later than fourteen (14) days after the date such damage or destruction occurred. LEAGUE shall comply with all written notices served by CITY with regard to the care and maintenance of the Premises. Any written notice hereunder shall specify the work to be done and the period of time deemed to be reasonably necessary for completion of such work. Should LEAGUE fail to commence making the necessary repairs within seven (7) days after receiving such notice, or fail to diligently proceed to complete the necessary repairs within the period of time reasonably specified in the CITY'S notice, CITY shall proceed to cause the required work to be performed, and LEAGUE shall promptly reimburse CITY for the cost of labor and materials.

11. SPONSORSHIP BANNERS AND SIGNS ON PREMISES

For purposes of this agreement, the general provisions of Zoning Code 233.10 (M) and Municipal Code 13.48.140, LEAGUE shall be permitted to display sponsorship banners and signs within the Premises. At its sole and absolute discretion, CITY may request removal of any banner or sign from the Premises.

12. COMPLIANCE WITH LAW AND OTHER CITY AGREEMENTS

A. LEAGUE shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force, or which may hereafter be enacted or promulgated. LEAGUE shall at its sole

cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or relating to, or affecting the condition, use, or occupancy of the Premises, excluding structural changes not related to or affected by LEAGUE'S improvements or acts. In addition, LEAGUE will be required to comply with the CITY'S ordinance prohibiting the use of Styrofoam products at CITY facilities. LEAGUE is strongly encouraged to use recyclable / recycled products (i.e. paper coffee cups, etc.).

B. In addition, LEAGUE shall comply with all existing CITY agreements with third parties that relate or affect the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of prior agreements entered into by the CITY with third parties, the terms of this Agreement are subordinate. CITY will endeavor to make LEAGUE aware of all agreements that the CITY has with third parties that may affect the terms and conditions of this Agreement.

13. ASSIGNMENT AND SUBLETTING

LEAGUE shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, or encumber this Agreement or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege thereto, or allow any other person (the employees, agents, servants, and invitees of LEAGUE excepted) to occupy or use said Premises, or any portion thereof, without the prior written consent of the CITY. CITY may withhold consent at its sole discretion.

14. SUBROGATION

As long as their respective insurers so permit, CITY and LEAGUE hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

15. SERVICES AND UTILITIES

CITY agrees to furnish to the Premises water, and electricity ("Utility Service") suitable for the intended use of the Premises. CITY shall pay all charges for Utility Service during the term of this Agreement.

16. RULES AND REGULATIONS

CITY at its sole discretion may adopt reasonable rules and regulations governing Marina Park use. LEAGUE shall faithfully observe and comply with the rules and regulations that CITY may from time to time promulgate. CITY reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding to LEAGUE upon delivery of a copy of them to LEAGUE.

17. ENTRY BY CITY

CITY reserves and shall at any and all times have the right to enter the Premises, without notice to LEAGUE, for the purposes of inspection, and any other service to be provided by CITY to LEAGUE hereunder, and to alter, improve, or repair the Premises, providing that the business of the LEAGUE shall not be interfered with unreasonably.

18. RECONSTRUCTION

A. In the event that the Premises including the Snack Bar/Restroom Building ("Building") of which the Premises are a part are damaged by fire or other perils covered by extended coverage insurance, CITY agrees to forthwith repair the same; and this Agreement shall remain in full force and effect.

B. In the event that the Premises or a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then CITY shall repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is greater than ten percent (10%) of the full replacement cost, then CITY shall have the option: (1) to repair or restore such damage, this Agreement continuing in full force and effect, or (2) give notice to LEAGUE within sixty days (60) of the damage, at which time, this Agreement shall expire and all interests of the LEAGUE in the Premises shall terminate on the date so specified in such notice.

C. The LEAGUE shall not be entitled to any compensation or damages from CITY for loss of the use of the whole or any part of the Premises, LEAGUE's personal property, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration.

19. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

LEAGUE hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with LEAGUE's (or LEAGUE's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement, use of the Premises, or its failure to comply with any of its obligations contained in this Agreement by LEAGUE, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CITY shall be reimbursed by LEAGUE for all costs and attorney's fees incurred by CITY in enforcing this obligation. LEAGUE will conduct all defense at its sole cost and expense. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by the LEAGUE.

20. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

LEAGUE acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. LEAGUE covenants that it shall comply with such provisions prior to the commencement of this Agreement. LEAGUE shall obtain and furnish to CITY workers' compensation and employers' liability insurance in amounts not less than the State statutory limits. LEAGUE shall require all subcontractors and contractors to provide such workers' compensation and employers' liability insurance for all of the subcontractors' and contractors' employees. LEAGUE shall furnish to CITY a certificate of waiver of subrogation under the terms of the workers' compensation and employers' liability insurance and LEAGUE shall similarly require all subcontractors and contractors to waive subrogation.

21. GENERAL PUBLIC LIABILITY INSURANCE

A. In addition to the workers' compensation and employers' liability insurance and LEAGUE's covenant to defend, hold harmless and indemnify CITY, LEAGUE shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage against any and all claims arising out of or in connection with the Premises. This policy shall indemnify LEAGUE, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000.00) for the Premises. This policy shall name CITY, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Agreement shall be deemed excess coverage and that LEAGUE's insurance shall be primary.

B. Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

22. PROPERTY INSURANCE

A. LEAGUE shall provide before commencement of this Agreement and shall obtain and furnish to CITY, at LEAGUE's sole cost and expense, property and fire insurance with extended coverage endorsements thereon, by a company acceptable to CITY authorized to conduct insurance business in California, in an amount insuring for the full insurable value of the Premises, all Improvements, Trade Fixtures, personal property whether or not owned or leased by LEAGUE, and all trade inventory in or on the Premises against damage or destruction by fire, theft or the elements. This policy shall contain a full replacement cost endorsement naming LEAGUE as the insured and shall not contain a coinsurance penalty provision. The policy shall also contain an endorsement naming CITY as an Additional Insured. The policy shall contain a special endorsement that such proceeds shall be used to repair, rebuild or replace any such Improvements, Trade Fixtures, personal property whether or not owned or leased by LEAGUE, and all trade inventory so damaged or destroyed; and if not so used, such proceeds (excluding any insurance proceeds for Trade Fixtures, personal property whether or not owned or leased by LEAGUE,

and trade inventory, but only to the extent the insurance proceeds specifically cover those items) shall be paid to CITY. The policy shall also contain a special endorsement that if the Premises are so destroyed triggering the parties' ability to terminate as set forth in this Agreement, and either party elects to terminate the Agreement, the entire amount of any insurance proceeds (excluding such proceeds for Trade Fixtures, personal property whether or not owned or leased by LEAGUE and trade inventory, but only to the extent the insurance proceeds specifically cover those items) shall be paid to CITY. The proceeds of any such insurance payable to CITY may be used, in the sole discretion of CITY, for rebuilding or repair as necessary to restore the Premises or for any such other purpose(s) as CITY sees fit.

B. This policy shall also contain the following endorsements:

1. CITY shall not be responsible for premiums or assessments on the policy.

A complete and signed certificate of insurance with all endorsements required by this Section shall be filed with CITY prior to the execution of this Agreement. At least thirty (30) days prior to the expiration or termination of any such policy, a signed and complete certificate of insurance showing that coverage has been renewed shall be filed with CITY annually during the term of the Agreement.

23. INCREASE IN GENERAL PUBLIC LIABILITY AND PROPERTY INSURANCE

Not more frequently than once every two (2) years, if, in the sole opinion of CITY, the amount and/or scope of general public liability insurance in Section 21 above and/or property insurance coverage in Section 22 above at that time is not adequate, LEAGUE shall increase the insurance coverage as reasonably required by CITY.

24. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED ENDORSEMENTS

A. Prior to commencement of this Agreement, LEAGUE shall furnish to CITY certificates of insurance subject to approval of the CITY Attorney evidencing the foregoing insurance coverage as required by this Agreement; these certificates shall:

1. provide the name and policy number of each carrier and policy.
2. shall state that the policy is currently in force.

B. LEAGUE shall maintain the foregoing insurance coverage in force during the entire term of the Agreement or any renewals or extensions thereof or during any holdover period. The requirement for carrying the foregoing insurance coverage shall not derogate from LEAGUE's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representatives shall at all times have the right to demand the original or a copy of any or all the policies of insurance. LEAGUE shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

25. INSURANCE HAZARDS

LEAGUE shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for, or cause the cancellation of any liability, property, or other insurance policy for the Premises or required by this Agreement. LEAGUE shall, at its sole cost and expense, comply with all requirements of any insurance carrier providing any insurance policy for the Premises or required by this Agreement necessary for the continued maintenance of these policies at reasonable rates.

26. NO TITLE INTEREST

No title or property interest of any kind is hereby given and LEAGUE shall never assert any claim or title to the Premises.

27. DEFAULT. REMEDIES.

A. Default.

The occurrence of any one or more of the following events shall constitute a default under this Agreement by LEAGUE:

1. Non-curable defaults:

- a) The vacating or abandonment of the Premises by LEAGUE.
- b) Any attempted or involuntary transfer of LEAGUE'S interest in this Agreement without CITY'S prior consent.
- c) If LEAGUE makes, or has made, or furnishes any warranty, representation or statement to CITY in connection with the Agreement which is or was false or misleading in any material respect when made or furnished.

2. Curable defaults:

- a) The failure by LEAGUE to make any payment of rent as set forth in Section 7 of this Agreement or any other payment required to be made by LEAGUE hereunder, as and when due, where such failure shall continue for a period of three (3) days after written email notice thereof by CITY to LEAGUE, this Agreement shall be terminable at CITY'S option.
- b) The failure by LEAGUE to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by the LEAGUE, where such failure shall continue for a period of thirty (30) days after written email notice thereof by CITY to LEAGUE; provided; however, that if the nature of LEAGUE'S default is such that more than thirty (30) days was reasonably required for its cure, then LEAGUE shall not be deemed to be in default if LEAGUE commences such cure within said thirty (30) day period, and thereafter diligently prosecutes such cure to completion.

B. Remedies.

In the event of any non-curable default or breach by LEAGUE, CITY shall have the right to terminate this Agreement and LEAGUE'S right to possession of the Premises, and LEAGUE shall immediately surrender possession of the Premises to CITY. If CITY terminates this Agreement and LEAGUE'S right to possession for the Premises, CITY may recover the following from LEAGUE:

1. The worth at the time of award of the unpaid rent as set forth in Section 7 of this Agreement, which was due, owing and unpaid by LEAGUE to CITY at the time of termination;
2. The worth at the time of the award of the amount by which the unpaid rent as set forth in Section 7 of this Agreement for the balance of the Agreement term after the time of award exceeds the amount of rental loss which LEAGUE proves could be reasonably avoided;
3. Pursuing any other remedies now or hereafter available to CITY under the laws or any judicial decision of the state in which the Premises are located.

28. NOTICE

All such notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands sent by either party shall be sent by email and by United States Postal Service, postage prepaid, addressed as follows:

Director of Community Services
CITY of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648-2702

Huntington West Little League
PO Box 1384
Huntington Beach, CA 92647
Email: _____


29. GENERAL PROVISIONS

- A. Attorney Fees. In the event suit is brought by either party to enforce the terms and provisions of this agreement or to secure the performance hereof, each party shall bear its own attorney's fees and costs of suit.
- B. Waiver. The waiver by CITY of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by LEAGUE of any term, covenant, or condition of this Agreement, other than the failure of the LEAGUE to pay the particular rental so accepted, regardless of CITY'S knowledge of such preceding breach at the time of the acceptance of such rent.


- C. Time. Time is of the essence of this Agreement, and each and all of its provisions in which performance is a factor.
- D. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
- E. Quiet Possession. Upon LEAGUE paying the rent as set forth in Section 7 of this Agreement reserved hereunder, and observing and performing all of the covenants, conditions, and provisions on LEAGUE'S part to be observed and performed hereunder, LEAGUE shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Agreement.
- F. Prior Agreements. This Agreement contains all of the Agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior Agreements or understanding pertaining to any such matters shall be effective for any purpose; no provision of this Agreement may be amended or added to except by an Agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
- G. Inability to Perform. This Agreement and the obligations of the LEAGUE hereunder shall not be affected or impaired because the CITY is unable to fulfill any of its obligations hereunder, or is delayed on doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the CITY.
- H. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provision shall remain in full force and effect.
- I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- J. Choice of Law. This Agreement shall be governed by the laws of the State of California, with venue in the courts of Orange County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2020.

HUNTINGTON WEST LITTE LEAGUE, INC.
a California corporation,

By: 
Jacques Bloomfield
(print or type name)

Its: (circle one) Chairman/President/Vice President

By: 
Russell Wolf
(print or type name)

Its: (circle one) Secretary/Chief Financial Officer/
Asst. Secretary-Treasurer

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of California

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: 
for City Attorney ML

REVIEWD AND APPROVED:

City Manager

INITIATED AND APPROVED:


Director of Community Services

LEGAL DESCRIPTION –
MARINA PARK/MARINA HIGH SCHOOL PARCEL LINES

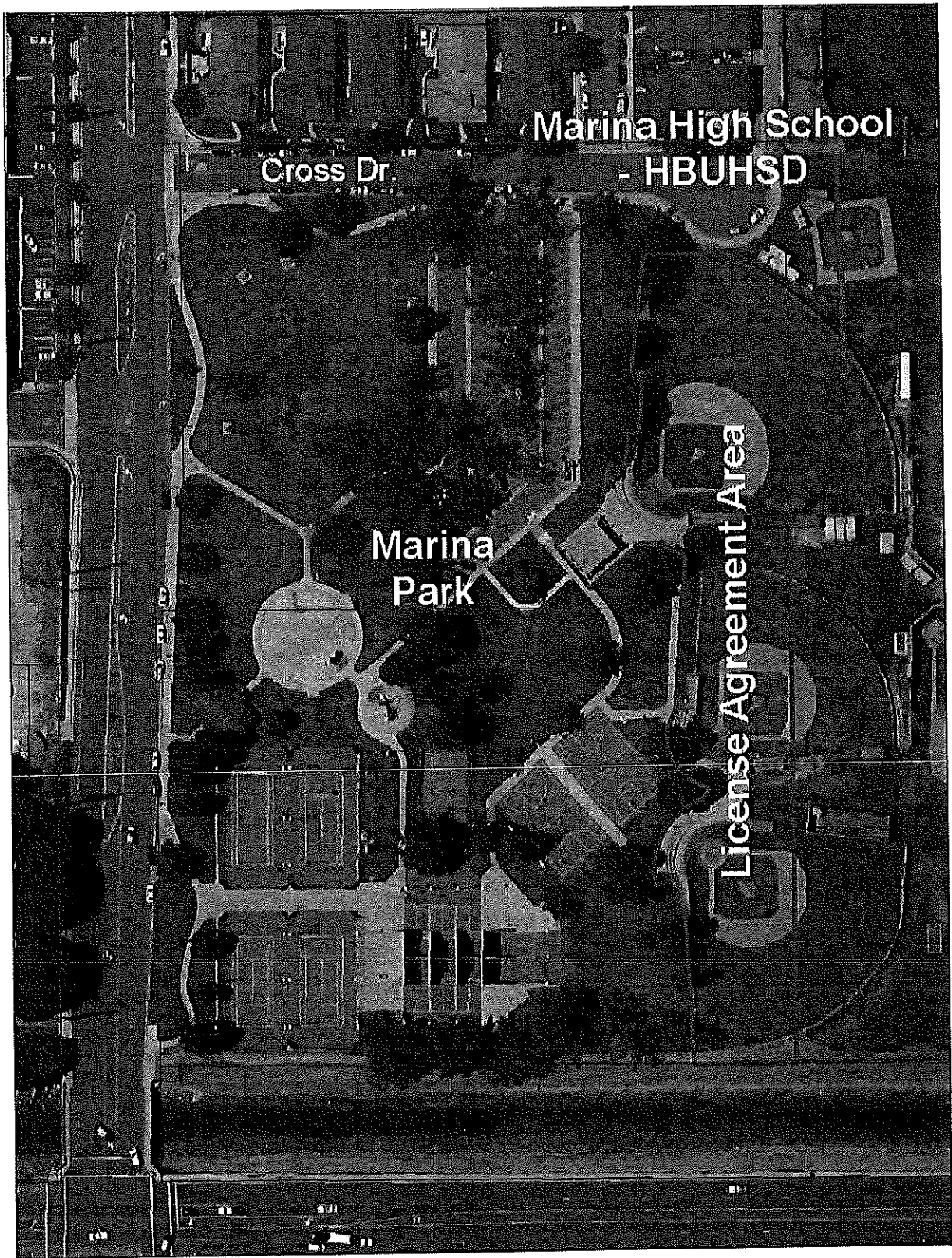
EXHIBIT A

Marina Park/Marina High School Parcel Lines



OVERHEAD PHOTOGRAPH WITH LICENSED AREA BORDER

EXHIBIT B



ANNUAL ALLOCATION SCHEDULE

EXHIBIT C

Annual Allocation Schedule – Marina Park **20_____**

Field Usage (includes hours of use for all scheduled games, practices or other events such as ceremonies, picture day, etc.):

January:

Fields: Games _____ Practices _____ Other _____

February:

Fields: Games _____ Practices _____ Other _____

March:

Fields: Games _____ Practices _____ Other _____

April:

Fields: Games _____ Practices _____ Other _____

May:

Fields: Games _____ Practices _____ Other _____

June:

Fields: Games _____ Practices _____ Other _____

July:

Fields: Games _____ Practices _____ Other _____

August:

Fields: Games _____ Practices _____ Other _____

September:

Fields: Games _____ Practices _____ Other _____

October:

Fields: Games _____ Practices _____ Other _____

November:

Fields: Games _____ Practices _____ Other _____

December:

Fields: Games _____ Practices _____ Other _____

Total hours of use: _____

Annual Allocation Schedule – Marina Park
20__

Maintenance: Please describe typical maintenance activities and indicate major or special maintenance activities such as turf aeration, skimming infields, etc. showing approximate month of occurrence and associated cost.

IN-KIND SERVICES

EXHIBIT D

Exhibit "D"

In-Kind Services -- Marina Park 20____

<u>Task</u>	<u>Annual Cost</u>
<u>Weekly Contracted Maintenance</u>	\$ _____
<u>Weekly Volunteer Maintenance</u>	\$ _____
<u>Irrigation Maintenance and Improvements</u>	\$ _____
<u>Fertilizer, Grass Seed and Turf</u>	\$ _____
<u>Turf Infield Conditioner and Infield Dirt</u>	\$ _____
<u>Field Maintenance Supplies</u>	\$ _____
<u>Tractor and Mower Fuel and Maintenance</u>	\$ _____
<u>Field Striping Supplies</u>	\$ _____
<u>Field Dragging, Watering and Striping</u>	\$ _____
<u>Tree Trimming</u>	\$ _____
<u>Locksmith</u>	\$ _____
<u>Field Aeration</u>	\$ _____
<u>Infield Fringe Skimming</u>	\$ _____
<u>Field Maintenance Day Volunteers</u> (Value Calculated at current minimum wage per hour)	\$ _____
<u>GRAND TOTAL</u>	\$ _____

QUARTERLY MAINTENANCE CHECKLIST

EXHIBIT E

MARINA QUARTELY MAINTENANCE CHECKLIST

Date Inspected: _____

By: _____

HWLL Representative: _____

AREA	O.K	NEEDS ATTENTION
<u>GENERAL GROUNDS</u>		
Turf		
Fencing		
Backstops		
Netting		
Storage Areas		
Irrigation		
Trash Enclosure		
Parking Lot		
Banners/Signage		
Other		
<u>SNACKBAR/RESTROOM/ BUILDINGS</u>		
Doors and Locks		
Exterior Walls		
Interior Walls		
Equipment		
Windows/Trim		
Roof		
Restroom Sinks		
Restroom Stalls/Urinals		
Storage Areas		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867		CONTACT NAME: David Irwin PHONE (A/G No. Ext.): (570) 473-2160 E-MAIL ADDRESS: Dirwin@KeystoneInsrgrp.com FAX (A/G No.): (570) 473-2151	
INSURED Little League Baseball Risk Purchasing Group, Incorporated HUNTINGTON WEST LL 15442 La Salle Ln Huntington Beach CA 92647		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		011405740	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per League						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
	DED RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED AS TO FORM
Certificate Holder is named as Additional Insured per form CG 2026 (04/13)By:
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH**CERTIFICATE HOLDER****CANCELLATION**City Of Huntington Beach, It's Officers, Elected or Appointed Officials,
Employees, Agents and Volunteers
2000 Main Street

Huntington Beach

CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City Of Huntington Beach, It's Officers, Elected or Appointed Officials,
Employees, Agents and Volunteers
2000 Main Street
Huntington Beach, CA 92648

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

LEAGUE:

Policy Number: 011405740

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CITY OF HUNTINGTON BEACH

2000 Main Street, Huntington Beach, CA 92648

Declaration of Non-Employer Status

The State of California requires every enterprise or business to provide workers compensation insurance coverage. If you have no employees, you may make a declaration to that effect by completing and signing this form and returning to:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Company Name: Huntington West Little League

Address: 15786 Graham St HB, CA 92649

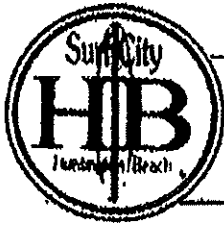
Applicant Jacques Bloomfield

Applicant's Signature: [Signature]

Title: President

Date Signed: 2/9/2020

Telephone Number: 714-884-2412

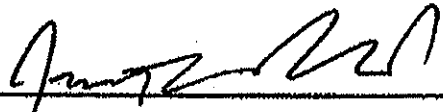


CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648

DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or event(s) if any vehicle(s) is used.

Signature of Permittee 
Print name Jacques Bloomfield
Company name (if applicable) Huntington West Little League
Date signed 2/4/2020