

Town of San Anselmo

Staff Report
February 14, 2019

For the meeting of February 19, 2019

TO: Parks and Recreation Commission

FROM: Dannielle Mauk, Community Services Director

SUBJECT: Partnership Agreement between the Town of San Anselmo and the San Anselmo Baseball Association

Recommendation

That the Parks and Recreation Commission review the partnership agreement between the Town of San Anselmo (Town) and the San Anselmo Baseball Association (SABA) and recommend approval to the Town Council.

Background

Since 1954, SABA has been providing generations with local, family friendly baseball. They are a small, community-based league that emphasizes sportsmanship, teamwork and outstanding baseball fundamentals and technique. They provide a supportive and inclusive atmosphere and have a unique player/parental/community centric approach to the game. SABA is an independent and community-based baseball league and their games are played at Memorial Park and the Red Hill Facility.

Discussion

SABA and the San Anselmo Recreation Department (SARD) have been partnering for over 15 years to provide quality baseball programs to our community. SABA collaborates with SARD on several areas, including, our local Parade and Opening Day Ceremonies, the Spring Rookie Baseball program for 1st and 2nd graders and more recently SARD softball programs. They provide supervision for Sunday games for SARD, which consists of, prepping the fields, consulting with coaches, communicating with families, and starting the games on schedule.

SABA helps support SARD baseball programs through a coaching clinic which includes Recreation and Softball coaches. On rainy days, when the Memorial Park fields are unusable SABA moves SARD games to Red Hill Park, which is rented by SABA. Lastly, SABA hosts an Annual Tournament in July with approximately 20 teams from across the Bay Area. This is an eight-day baseball tournament and it provides great exposure for Memorial Park and the Town of San Anselmo.

Analysis

The Town owns and operates Memorial Park and the sports fields which are within the jurisdiction of SARD. Our goal is to fully utilize the sports fields at Memorial Park to offer recreation programs. SABA uses the sports fields during baseball season and actively works with SARD to maintain and prepare the fields for the baseball season. In the beginning of the season SABA hosts an annual field clean-up to help provide well maintained and adequate sports fields.

Attached is a program partnership agreement between the Town and SABA. The goal of this agreement is to formalize the current relationship between the Town and SABA. Prior to this agreement SABA and SARD have worked together to accomplish the preparation and use of the sports fields. The agreement clarifies the responsibilities of each party. Facility use, priority of use and insurance requirements are also outlined. Under the terms of this agreement the Town recognizes SABA as a program partner.

Fiscal Impact

The current shared responsibilities between the Town and SABA provide an overall savings to the Recreation and Public Works Department. After the 2019 program partnership agreement, the Recreation and Public Works Department will review the cost benefits to the Town that are provided by the field preparation and maintenance by SABA. We will also inventory local cities and towns to compare field use charges.

Conclusion

In conclusion, staff would like the Parks and Recreation Commission to review the "Partnership Agreement" between the Town and SABA and make a recommendation of approval to Town Council.

Respectfully submitted,



Danielle Mauk
Director of Community Services



TOWN OF SAN ANSELMO
PROGRAM PARTNERSHIP AGREEMENT WITH
THE SAN ANSELMO BASEBALL ASSOCIATION

This Agreement is made and entered into as of February 26, 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").

The Town and SABA agree as follows:

RECITALS

- A. The Town owns and has operating rights to Memorial Park sports fields, which is within the jurisdiction of the Recreation Department.
- B. The Town desires that the sports fields be fully utilized to the benefit of the community.
- C. SABA wishes to use the indicated sports fields to offer recreation programs.
- D. The Town Council of the Town of San Anselmo recognizes SABA as a Program Partner under the terms of this agreement. SABA warrants to the Town that it has the qualifications, experience and expertise to provide both program operation and maintenance of the fields indicated under this Agreement.
- 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. **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 scheduling and reservation 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.
3. **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.
4. **COMPENSATION FOR SERVICES.** No compensation for services shall be paid to either the Town or SABA as part of this agreement unless first approved by the Director of Community Services or his/her designee or required by action of the Town Council or established policy. Both parties shall remain independently responsible for all costs associated with the completion and fulfillment of their responsibilities.
5. **TERM OF AGREEMENT.** This agreement will become effective on March 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.
 - 5.1. **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.
 - 5.2. **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.
 - 5.3. **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.

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

- 6.1. Maintain the roads, parking lot and entrance to Memorial Park that provide reasonable access to and from the sports fields.
- 6.2. Reasonably maintain the restrooms, landscaping and other park facilities surrounding the sports fields.
- 6.3. Provide reasonable trash pick-up services and furnish refuse containers at the sports fields.
- 6.4. Maintain and provide reasonable repair for the outfields, turf and fences surrounding the fields related to normal wear and tear and damage.
- 6.5. Provide reasonable weed control.
- 6.6. Remove graffiti from facilities in a timely manner.
- 6.7. Repair and Maintain equipment owned by the Town.

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

- 7.1. 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.
- 7.2. Operating snack shack during games and clean snack shack after games.
- 7.3. Host a coach clinic for San Anselmo Recreation baseball.
- 7.4. Prepare fields and supervise Sunday games for San Anselmo Recreation baseball programs, including working with coaches and families to establish a game schedule.
- 7.5. Purchase all supplies necessary for operation of SABA's programs including uniforms, game balls and awards.
- 7.6. Repair and maintain equipment owned by SABA.

- 7.7. 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.
- 7.8. 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.
8. **ALTERATIONS AND IMPROVEMENTS.** 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.
9. **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.
10. **GENERAL TERMS AND CONDITIONS.**
 - 10.1. **Non-Assignability.** SABA shall not assign or transfer any interest in this Agreement without the express prior written consent of the Town.
 - 10.2. **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.
 - 10.3. **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.

10.4. 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.

- 11. 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.
- 12. 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.
- 13. 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.

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

ATTEST:

Carla Kacmar, Town Clerk

Town of San Anselmo:

Dannielle Mauk, Community Services Director

APPROVED AS TO FORM:

Megan Holt Acevedo, Town Attorney

PERMITEE:

By:
Title: