# AGREEMENT

This agreement is made this January 16, 2020 by and between the Jefferson School District ("District") and Tracy Little League Inc. ("League"), with respect to the following recitals:

A. The League is a co-ed, non-profit youth organization-serving children 4 to 18 years serving the District and Tracy School district geographical area. (See League Articles of Incorporation, attached hereto as Exhibit A)

B. Pursuant to the Civic Center Act, Education Code section 40040 et seq., the District desires to make its facilities at Monticello Elementary School available for supervised recreational use like those envisioned by the league;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, District and League agree as follows:

1) Right of Use. League's use shall be scheduled through the District office using the standard use of facilities process. District hereby grants to League the priority use of the grass area ~~at Hawkins, Traina and the grass area~~ and baseball fields at Monticello Elementary School on weekdays between 4:30 and 8:00 p.m. and at Monticello from 9:00 a.m. to 8:00 p.m. on Saturdays and Sundays during the term of the contract. The League agrees not to use the facilities on any date that the District determines it requires the fields. The District will make every effort to notify the League if possible, of dates and times the District will require the fields during the time periods otherwise reserved for League use. League use shall be scheduled through the District Office using the standard use of facilities process.

A) During the League playing seasons, League shall provide toilet facilities sufficient to serve all those involved with League activities. Portable toilet facilities will be serviced a minimum twice a week; said facilities shall be located at direction of the Site Principal.

B) Right of use for the 13-16 year olds can be withdrawn by the District if this age group shows incompatibility with the size and location at Monticello, Hawkins and Traina School.

C) Right of use can also be revoked if the following guidelines are not met by the League;

a) Fields will not be used by the 17-18 year old league.

b) Official use by 16 and under.

D) Regular season officially starts in March and ends in mid-July for Monticello School. Practice may start as early as February 1. Fall Instructional season is restricted to Monticello School and will start in August and end approximately in mid-November. Games will be played on Saturday and Sunday during the fall season. Fall League team practices shall not interfere with after school intramural practices at Monticello School.

E) In lieu of the standard Facilities Use Agreement Fees, Jefferson School District will allow Tracy Little League the use of the Monticello School cafeteria, up to 40 hours annually, for a flat fee of $600 for said use. Fees must be paid in full no later than February 1, 2020. Tracy Little League will provide a schedule to the ~~site principal or designee~~ Business Services Office for approval of the dates and times requested. During the school year the facilities will not be available until 6:30 p.m. and must be concluded by 8:00 pm. Tracy Little League acknowledges that meetings must be concluded by 8:00 p.m. The District strictly enforces these times. A second offense will result in the League's loss of ability to use the District's on-campus facilities. Tracy Little League will be held liable for any property damages caused by its use of the facilities. All facilities need to be left in the same manner as they are presented upon arrival. Tracy Little League will be held responsible should there be a report of any missing or removed items following the use of District facilities. The custodian on duty will open and close the facilities upon League's arrival and departure on the approved dates and times. No changes to the room designation will be made without the prior approval of the site principal or designee. Smoking, vaping, eCigarettes, tobacco products, alcohol, drugs and pets are strictly prohibited on any school district property. The Tracy Little League will need to sign a Statement of Information Form (Addendum #1) indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts. As with the field use, the league agrees not to use the on-campus facilities on any

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date that the District determines it requires that location for school or student use. The District will make every effort to notify the League if possible, of any change affecting the date and/or time otherwise approved for League use.

2. Term. The term of this Agreement shall be January 16, 2020 from the date of the Agreement unless terminated as provided below. This agreement may be extended for an additional period of time upon written agreement of both parties.

3. Improvements. In consideration for use of the facilities, the League agrees to make the following improvements to the facility: Install portable toilets at the discretion of Site Principal, who may determine location and number of units.

4. Coordination of Construction. The League shall receive approval from the Superintendent prior to any construction work commencing at Monticello.

5. Fees. Security deposit of $600.00 will be required for the term of the agreement. This deposit is to be used in the event the District has to provide clean up services for any of the fields covered under this agreement. Deposit will be refunded at the end of agreement. The league agrees to pay $2,800 for its portion of water used for irrigation. This payment is due April 30, 2020.

6. Permitted Uses. The League agrees that it shall use the District facilities only for League activities and events associated with Tracy Little League.

7. Insurance. The League agrees to maintain in full force and effect during the term of the agreement and during its use or occupancy of District's facilities, at the League's expense, public liability, property damage and contractual liability insurance providing coverage in the minimum of One Million Dollars. The League agrees to name the District as an additional insured under each of those policies and agrees to provide District with a certificate of said policies. The District should receive a separate certificate of insurance, which states that they are insured.

8. Hold Harmless. The League agrees that for the term of the Agreement or any extension thereof, the League shall defend, indemnify and save harmless the district, its Officers, members of the Governing Board, agents and employees, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses and expenses of any nature whatsoever, including without limitation, whether for injuries to persons or loss of life or damage to property occurring on, in or about District and arising out of the League's use of such facilities.

9. Maintenance. For the term of the agreement, the League agrees to maintain the Monticello, Hawkins, and Traina facilities in good, clean condition and repair. In accordance with the District's maintenance standards, the League further agrees to leave the facilities in the same condition as when accepted. The League's agreement to maintain the facilities includes the obligation to secure an outside contractor approved by the District to cut the Monticello fields at least every two (2) weeks, maintain the sprinkler system on and around the fields, apply weed abatement control at least quarterly, remove weeds in the areas of the fields and along the northern and southern property lines. If the League's outside contractor fails to provide the above specified field maintenance, the District will terminate this Agreement according to the terms indicated in Item 12. The League also agrees to provide a dumpster(s) for disposal of garbage at the Monticello site during the playing season.

10. Security. District agrees to provide the League access to the League's use in accordance with the terms of this Agreement. The League agrees that upon completion of its daily activities, the League shall secure the facilities. The League will assign a representative to walk around campus on a regular basis to monitor non-field activities during games at Monticello.

11. Parking: The District authorizes the League under California Vehicle Code 22695A to tow illegally parked vehicles at owner's expense from the Monticello School Parking Lot located at 1001 Cambridge Place, Tracy, CA during the days and hours specified in the Right of Use section of the agreement. The District further authorizes the League to post any and all necessary signs to meet with local and state regulations.

12. Termination. Either party may terminate this Agreement at any time giving at least 60 days notice.

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13 Compliance with Law and Board Policies. The League shall comply with all applicable laws, regulations, ordinances, and Jefferson School District policies, and shall secure any and all permits and licenses, which may be required by any government agency having jurisdiction over the League's activities.

14. Review. The League will appear, once a year, before the District Trustees to report on the activities and future plans.

15. Entire Agreement. This is the entire agreement. This agreement can only be modified in writing. Both parties must agree to any amendment.

16. Coordination of Contract. Any problems arising out of use of fields or contract; contact League President.

17. Renewal. In September either current and newly elected Tracy Little League President or representative will meet with the site Principal of Monticello to review the past season. In November the President or representative will meet with the Superintendent to review the agreement. The agreement will then be submitted to the Jefferson School Board for approval.

The above AGREEMENT is entered into as attested by the following signatures:

LEAGUE REPRESENTATIVE

Signature _____

Date _____

DISTRICT REPRESENTATIVE

Signature _____

Date _____

ATTEST

Signature _____

Date _____

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