

DATE: March 14, 2013
MEETING OF: March 26, 2013
FROM: Staff
RE: ACTION ITEMS X.1 – PV Little League Contract

BACKGROUND: As presented in the 2013 proposed project list the fairgrounds management team planned to install fencing and gates between the two little league fields to secure the back side of the fairgrounds. The idea for location of this fencing first came from the PVLL board when they proposed installing this fence to block auto's from entering this area while occupied by players, children, families, etc. PVLL offered to split the cost of this fencing project 50/50 with the fairgrounds. Fair Management contacted PVLL's contractor – Fannin Fencing - who has installed most of their previous fencing projects to review the proposed project and obtain a bid (see attached). Fairgrounds management proposes to have PVLL contract for, install, and pay for this fencing and gate project under fairgrounds supervision with the 14th DAA giving a rent credit of \$1,620 in 2013 to cover our 50% of this cost. In 2012 the PVLL rent was \$3,400. We propose to keep the rent and utilities the same for 2013. Fair management has notified PVLL that we are assessing our utility cost and increases may be forthcoming in 2014.

FISCAL IMPACT: 50% of project cost = \$1,620

STAFF RECOMMENDATION:

Approval of the 2013 rental agreement with PVLL

ATTACHMENTS

- Rental Agreement 2013-70
- Fannin Fencing Estimate

---Office Use Only---

- Agreement Signed
- Rental Paid
- Beer Paid
- Staff Schedule
- Security Orders Sent
- Insurance Request Sent
- Facebook
- Website
- Reviewed Mailed

RENTAL AGREEMENT



Event Date: Feb. - Aug.

Fairtime Interim

THIS AGREEMENT by and between the Santa Cruz County Fair/14th District Agricultural Association, hereinafter called the Association, and Pajaro Valley Little League, hereinafter called the Renter, **WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on February 1, 2013 and ending on August 1, 2013.
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Baseball fields (2), bleachers and Crosetti Restrooms located on the Fairgrounds for baseball games (Note: The Association reserves the right to use lawn area for RV rallies and other events with 48 hour notice).
3. The purposes of occupancy shall be limited to: Baseball games and practice. Contractor must have signed Participation Waivers for those playing baseball in the Association's office prior to the start of the baseball season (including practices), have restrooms cleaned and locked and all trash picked up following all games and practices. Due to the annual Fair, September 10-15, 2013 and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below: \$65.00 plus \$245.00 per month for utilities, 6 months (\$1,470). \$1,535.00, signed agreement and original certificate of insurance due in this office April 2, 2013. Contractor agrees to pay \$1,620.00 for fencing project. Contractor agrees to oversee a program addressing speeding on the fairgrounds and is fully responsible for penalizing repeat violators. Contractor will provide to the Fair office for the Fair's files, fliers and/or written documentation handed and mailed to participants in Pajaro Valley Little League regarding speeding and safety policies.
5. Renter agrees to pay fees required by Association for: Rent, insurance and to guarantee the payment of:
 - a) Any money which may be payable to Association under this agreement;
 - b) Any damage to Association property; and utility charges, if any;
 - c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on pages 2 and 3 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. The F-31, "Standard Contract Terms and Conditions" printed on pages 3 and 4 of this document is incorporated herein and made a part of this agreement.
14. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement. **ADDENDUM "A" BECOMES PART OF THIS AGREEMENT!!**
15. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

X _____
 14th DAA/Santa Cruz County Fair
 Dave Kegebein, Interim Manager
 2601 East Lake Avenue
 Watsonville, CA 95076

X _____, Renter
 Pajaro Valley Little League
 Rick Stubblefield, President
 118 Hyde Street
 Watsonville, CA 95076



Lic. #929156

P.O. BOX 1107
WATSONVILLE, CA 95077
(831) 750-8034

PROPOSAL

No. 1381
Date March 1, 2013

Proposal Submitted To: Dave

Work To Be Performed At:

Name <u>Santa Cruz Co. Fairgrounds</u>	Street <u>Santa Cruz Co. Fairgrounds</u>
Street <u>2601 East Lake Avenue</u>	City <u>Watsonville</u> State <u>Calif.</u>
City <u>Watsonville</u>	Date of Plans _____
State <u>California 95076</u>	Architect _____
Phone _____	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- Installation of 105' x 6' Chain Link Fence:
 2 3/8" End post set in concrete
 1 1/8" Line posts set in concrete
 1 5/8" Top Rail
 7 ga. Spring steel bottom tension wire
 6' 2-9 ga. Chain Link
 - Fabrication of one 4' x 6' Chain Link Wall Gate
 1 3/8" frame with 6' 2-9 ga. Chain Link
 Installed on 2 3/8" post set in concrete
 - Fabrication of one 12' x 6' Chain Link Swing Gate
 and 18' x 6' Chain Link Slide Gate for 30' Gate Opening
 1 3/8" frame with 6' 2-9 ga. Chain Link
 Installed on 4 1/2" gate posts set in concrete
- Total \$ 3,240.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Three thousand two hundred forty and 00/100 Dollars (\$ 3,240.00)
with payments to be made as follows: Total in the amount of 3,240.00 due upon
days of completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on above work to be taken out by Fannin Fences

Respectfully submitted [Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____ Signature _____

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, [9835 Goethe Road,] Sacramento, California [Mailing Address: P.O. Box 26000, Sacramento, California 95827.]

"NOTICE TO OWNER"

[Section 7019—Contractors License Law]

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.