

DATE: 2-9-2015
MEETING OF: 2-24-2015
FROM: David Kegebein
RE: Little League Lease

BACKGROUND:

While I have not researched the long term history of our lease arrangement with P V Little league I do know that for the past three years we have entered into annual agreements. I thought it would be a good time to set up a five year deal so that both parties are not revisiting this type of agreement every year.

Over the last three years we have kept the rent fairly stable but I have increased the utilities to better represent the cost of producing & delivering pressurized irrigation water.

After some research it is clear that all fields in the area are on government land and most agencies at least partially maintain the fields for the leagues as well as subsidize various other costs. The Fairgrounds is the only agency that is self-funded, all others have tax revenue available for these purposes. In this case we simply rent the property and deliver water. All other operations & maintenance are handled by P V Little League. The PV Little League understands and indicated they were good with my proposed terms.

FISCAL IMPACT:

2015 – Annual Rent = \$1700 & Annual Utilities = \$2250	Total = \$3950
2016 – Annual Rent = \$1720 & Annual Utilities = \$2300	Total = \$4020
2017 – Annual Rent = \$1740 & Annual Utilities = \$2350	Total = \$4090
2018 – Annual Rent = \$1760 & Annual Utilities = \$2400	Total = \$4160
2019 – Annual Rent = \$1780 & Annual Utilities = \$2450	Total = \$4230

STAFF RECOMMENDATION:

Authorize manager to enter into proposed 5 year agreement

ATTACHMENTS

- Proposed Lease

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

2015-01

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

14th District Agricultural Association/Santa Cruz County Fair

CONTRACTOR'S NAME

Pajaro Valley Little League

2. The term of this Agreement is: **01/01/15** through **12/31/2019**
January 1, 2015 through December 31, 2019

3. The maximum amount of this Agreement is: **\$20,450**
Twenty Thousand Four Hundred Fifty and 00/100.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C* – General Terms and Conditions page

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D* Special Terms and Conditions page(s)

Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General Services Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Pajaro Valley Little League

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Rick Stubblefield, President

ADDRESS

1961 Main Street, #237; Watsonville, CA 95076

STATE OF CALIFORNIA

AGENCY NAME

14th District Agricultural Association

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Dave Kegebein, Fair Manager

ADDRESS

2601 East Lake Avenue, Watsonville, CA 95076

Exempt per:

AGREEMENT SUMMARY
STD 215 (Rev 4/2002)

AGREEMENT NUMBER 2015-01	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Pajaro Valley Little League	2. FEDERAL I.D. NUMBER
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3. AGENCY TRANSMITTING AGREEMENT Santa Cruz County Fair	4. DIVISION, BUREAU, OR OTHER UNIT 14th District Agriculture Association	5. AGENCY BILLING CODE
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) **Pajaro Valley Little League**
2015-01

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Operation of carnival rides, games and concession.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Contractor will rent baseball fields (2) for games and practices. Rental includes bleachers and the use of the JJ Crosetti restrooms. Contractor is responsible for trash pickup and locking the restrooms. Contractor must provide a schedule of games and have waivers on file, with PV Little League, for all participants prior to the start of practices and the baseball season. Contractor is responsible for maintaining the fields throughout the year; however the 14th District Agricultural Association (DAA) reserves the right to use the fields when not in use by PV Little League. The 14th DAA will be responsible for any damages caused by the 14th DAA. Payments are due by March 1 of each year.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) **Payment to Santa Cruz County Fair according to terms attached.**

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE AGREEMENT TOTAL \$

OPTIONAL USE AMOUNT ENCUMBERED BY THIS DOCUMENT \$

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$

ACCOUNTING OFFICER'S SIGNATURE DATE SIGNED TOTAL AMOUNT ENCUMBERED TO DATE \$

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	2015	2019	\$20,450	N/A (rental)
			\$	
			\$	
			\$	
	TOTAL		\$	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)* Rental Agreement

NOTE: Proof of advertisement in the State Contracts Register or an approved form
 STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Good faith effort documentation attached if 3% goal is not reached.

We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

NO YES

Based on the long term relationship with the Santa Cruz County Fair, a multi-year agreement is beneficial for the Fair and the Pajaro Valley Little League. A multi-year agreement will aid the little league and the Fair for budgeting purposes.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED



EXHIBIT A

SCOPE OF WORK

1. Pajaro Valley Little League agrees to the following:

Contractor will rent baseball fields (2) for games and practices. Rental includes bleachers and the use of the JJ Crosetti restrooms. Contractor is responsible for trash pickup and locking the restrooms. Contractor is responsible for maintaining the fields throughout the year; however the 14th District Agricultural Association (DAA) reserves the right to use the fields when not in use by PV Little League. The 14th DAA will be responsible for any damages caused by the 14th DAA. Contractor must provide a schedule of games and have waivers on file, with PV Little League, for all participants prior to the start of practices and the baseball season. Payments are due by March 1 of each year.

2. The project representatives during the term of this agreement will be:

State Agency: 14 th DAA/ Santa Cruz County Fair	Contractor: Pajaro Valley Little League
Name: Dave Kegebein, Manager	Name: Rick Stubblefield
Phone: (831) 724-5671	Phone: 831-840-8543
Fax: (831) 761-5827	Fax:

Direct all inquiries to:

State Agency: 14 th DAA/Santa Cruz County Fair	Contractor: Pajaro Valley Little League
Section/Unit: Exhibit Representative	Section/Unit:
Attention: Dave Kegebein, Manager	Attention: Rick Stubblefield, President
Address: 2601 East Lake Avenue, Watsonville	Address: 1961 Main Street #237; Watsonville, CA 95076
Phone: (831) 724-5671	Phone: 831-840-8543
Fax: (831) 761-5827	Fax:

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payments

A. Checks are to be made payable to the Santa Cruz County Fair. Payment address:

Santa Cruz County Fair
2601 East Lake Avenue
Watsonville, CA 95076

B. Payments are due by the first of March.

C. Rent and Utilities costs for 2015 through 2019 are as follows:

	ANNUAL RENT	ANNUAL UTILITIES
2015	\$1700	\$2250
2016	\$1720	\$2300
2017	\$1740	\$2350
2018	\$1760	\$2400
2019	\$1780	\$2450