GILBERT
ARIZONA

10

Council Communication

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRENT TAYSOM, RECREATION COORDINATOR (480) 503-6253

THROUGH: ROB GILES, RECREATION MANAGER (480) 503-6284 RG
MELANIE DYKSTRA, INTERIM COMMUNITY SERVICES DEPARTMENT DIRECTOR (480) 503-6280

MEETING DATE: APRIL 19, 2012

SUBJECT: AMENDMENT TO CONTRACT #2004-5002-0202 WITH GILBERT NATIONAL LITTLE LEAGUE.

STRATEGIC INITIATIVE: Community Livability

Providing and maintaining Gilbert parks which enables local organizations to participate in sports leagues and tournaments contributes to the Community Livability Strategic Initiative.

LEGAL REVIEW	FINANCIAL REVIEW
☑ Complete	☑ Complete
☐ N/A	☐ N/A

RECOMMENDED MOTION

A MOTION TO APPROVE THE AMMENDMENT TO CONTRACT #2004-5002-0202 WITH GILBERT NATIONAL LITTLE LEAGUE REQUIRING PAYMENT PER THE APPROVED FEE SCHEDULE FOR SPORTS FIELDS USAGE AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.

BACKGROUND/DISCUSSION

On December 21, 1993 the Council approved Resolution #1375 which formed the Gilbert Sports Coalition (GSC). The GSC formalized the process of booking sports fields and providing facilities for local sports organizations. Since the origination of the GSC, sports field rental fees for GSC organizations were waived.

In October of 2003, Council approved a "Concessionaire and Ball Fields Use Agreement" with Gilbert National Little League (GNLL). McQueen Park Phase III was established as the "home" of GNLL and

the organization was required to make site improvements as a condition of the agreement. GNLL was also granted full use of the McQueen Park Phase III concession stand to raise funds for the organization. Based on the terms of GSC membership in effect in 2003 when the agreement was executed, and in consideration for improvements that GNLL made to the site, GNLL was not required to pay field rental fees for 15 years. This clause is listed in the GNLL 2003 Agreement, Part B, item 2 on page 3.

In 2010 the Council approved a change to the fee structure for the Gilbert Sports Coalition requiring GSC member organizations to pay the same amount as other Gilbert-based non-profit organizations for sports field rentals. The Council change to the fee structure took effect in July of 2010. (This did not affect GNLL until September 2010, which was their first field usage after the new policy became effective in July of that year.) At the time of the fee change in 2010, GNLL recognized that Gilbert was no longer financially in a position to continue completely waiving the fees for sports fields, and the organization agreed to comply with the new fee structure requiring rental payment. Although GNLL has been paying the established fees since September 2010, the existing agreement has not been formally amended in writing.

The contract amendment was reviewed for form by Attorney Anja Wendel.

FINANCIAL IMPACT

Here is a summary of the changes in GNLL fees for sports field rentals:

Previous field rental fee:	Free of charge (prior to July 2010)
Current field rental fee:	$7.00 per hour/per field

It is anticipated that approximately $16,000 in revenue will be generated for sports field rentals from GNLL in FY 2012. This source of revenue is budgeted in the FY 2012 budget.

The financial impact was reviewed by Laura Lorenzen, Budget Analyst, Finance Department.

STAFF RECOMMENDATION

Staff recommends approval of the GNLL agreement amendment.

Respectfully submitted,

Brent Taysom
Recreation Coordinator
Brent.Taysom@gilbertaz.gov
480-503-6253

Attachments and Enclosures: Contract Amendment
2003 GNLL Agreement

#2004-5002-0202

CONCESSIONAIRE and BALL FIELDS USE AGREEMENT
(Town of Gilbert – Gilbert National Little League)

This Agreement made and entered into this 28th day of October, 2003, by and between THE GILBERT NATIONAL LITTLE LEAGUE, hereinafter designated as "GNLL", and the Town of Gilbert, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "TOWN."

RECITALS

WHEREAS, the TOWN desires to grant to GNLL the right to use of ball fields at McQueen Park Phase III during the traditional spring and fall baseball seasons; and

WHEREAS, the TOWN desires to grant to GNLL the right to operate a concession for the convenience and benefit of the public at McQueen Park Phase III during the times when GNLL operates its baseball program at the park; and

WHEREAS, GNLL desires to purchase and dedicate to the Town certain facilities, and provide maintenance services at McQueen Park Phase III in exchange for the rights to use ball fields and operate a concession;

NOW THEREFORE, GNLL AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

PART A: GNLL PROVISION OF BALL FIELD ITEMS

1. Ball Field Items. GNLL agrees to purchase, install and convey to TOWN the following facilities for McQueen Park Phase III (hereafter "Ball Field Items"):

a. Bleachers for ball fields (estimated value $16,000);
b. Score Boards (estimated value $16,000);
c. P.A. system (estimated value $2,500);
d. Foul line poles (estimated value $3,200);
e. Shade canopies for dugouts (8) (estimated value $2,400);
f. Protective netting for center of ball field complex, to protect spectators from foul balls (estimated value Plan A: $8,000 for installation and $2,000 every two years for maintenance; Plan B: $2,000 for installation of netting over home plate areas of each field);
g. Concession area cabinets, counters, shelving (estimated value $6,000);

2. Related Costs. GNLL shall provide and pay all related costs required to purchase and install the Ball Field Items, including but not limited to all labor and materials; license, sales, consumer and/or other taxes required to purchase and install the Ball Field Items.

3. Coordination with Town. GNLL will coordinate its purchase and installation of the Ball Field Items with the Town Parks Superintendent, keeping in touch on a weekly basis regarding the progress of installation. GNLL will be responsible for obtaining Building Permits, Licenses, and any other regulatory requirements involving the installation of Ball Field Items. All Ball Field items are to be purchased and/or installed by April 1, 2005 by GNLL on a priority basis.

4. Conveyance to Town. Upon completion of the installation or upon request of Town, GNLL shall convey to Town, at no cost to Town, the Ball Field items, free and clear of all liens and encumbrances of any kind. GNLL shall execute any documents necessary to effectuate this paragraph. Upon conveyance and acceptance by the Town, the obligations of this Part A shall be deemed completed, except for the Warranty requirements of Paragraph 5.

5. Warranty. GNLL warrants to Town that all Ball Field Items furnished under this Agreement will be new, and that all materials will be of good quality, free from faults and defects. GNLL further guarantees all work and materials for a period of two years from the date of acceptance of the Ball Field Items. Should any portion of the Ball Field Items need replacement or repair within two years from the date of acceptance due to installation methods or material failure, the GNLL shall replace such items at no cost to Town. If GNLL fails within a reasonable time to replace or repair any portion of the Ball Field Items deemed to be needed, Town may cause said repair or replacement to be done and GNLL agrees to pay all costs incurred therein. All materials or work not conforming to this Agreement may be considered defective. If required by the Town, GNLL shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding the foregoing, the Town recognizes the Ball Field Items are part of an open public facility and assumes responsibility for, and will insure said items against damage due to vandalism, acts of nature, and other reasons not related to material quality, workmanship or installation.

6. Other Items. In the event GNLL proposes installation or construction of any other structure at the Park, such as a batting cage, or the retrofit and/or improvement to any existing feature at the Park, GNLL must obtain prior Town approval. The Town shall not unreasonably withhold such approval and will provide GNLL with written explanation for any disapproval. Town approval may be subject to conditions, including but not limited to location and size limitations. GNLL will be required to obtain any applicable building permits or licenses from the Town or other governmental entity before any improvement project commences.

PART B: USE OF BALL FIELDS

1. Traditional Baseball Seasons. GNLL shall have the nonexclusive use of the McQueen Park Phase III ball fields during the traditional spring and fall baseball seasons, which typically run from March through June, and September through October, respectively. GNLL shall provide the Town a schedule for proposed use of the ball fields at least eight (8) months prior the proposed use, which schedule is subject to Town approval.

2. Waiver of Ball Field Reservation Fees. Town will waive applicable ball field reservation fees for 15 years from the effective date of this Agreement.

3. Ball Field Lighting. GNLL will pay the prevailing rate for all applicable Ball Field Lighting Fees, as determined by the Town of Gilbert Parks and Recreation Department.

4. Operation and Maintenance Standards. During the Traditional Baseball Seasons, GNLL shall operate and maintain the ball fields in accordance with the Ball Field Operation and Maintenance Standards set forth in **Exhibit B.**

PART C: GRANT OF CONCESSION; OPERATION & MAINTENANCE

1. Grant of Concession: GNLL is hereby granted the right to operate a concession stand, including the sale of food and products, in the Concession Area of the ("Facilities") depicted on **Exhibit A**, and located at McQueen Park Phase III ("the Park"), subject to the terms and conditions of this Agreement and Town of Gilbert approval. GNLL shall use the Facilities only for concession sales purposes.

2. Hours of Operation. GNLL may operate the concession stand during all times that GNLL is scheduled to use the ball fields for its Little League baseball program, as approved by the Town. GNLL may use the Facilities only between the hours of 6:00 a.m. to 10:00 p.m. GNLL shall not sublease or allow other organizations to use the Facilities, without the prior written approval of the Town Parks and Recreation Director. The Town shall not unreasonabley withhold such approval and will provide GNLL with written explanation for any disapproval.

3. Non-Exclusive Use: This Agreement shall not be construed to grant GNLL an exclusive use to operate a concession at the Park. The Town, its licensees or grantees may operate a concession in the Facilities during times when the Facilities are not needed for GNLL use. Town may allow other organizations to sell t-shirts, soft drinks, refreshments and /or other items from temporary tables or booths in the Park at any time. During Traditional Baseball Seasons, the Town will provide GNLL a written notice, at least two weeks in advance, identifying all relevant information concerning proposed use of the Facilities, or the operation of a concession at temporary tables or booths in the Park, including the date, time, location, name and phone number(s) of the responsible organization and representative.

4. Business and Health Department Licenses: GNLL must acquire any applicable licenses and/or certificates that may be required by the Town of Gilbert, Maricopa County Health Department and State of Arizona to operate a concession and keep current copies on file with the Town. GNLL shall comply with all applicable health codes.

5. Restroom Facilities: Town will open the public restrooms during normal Park hours and will maintain the restrooms on a daily basis. GNLL will assist with maintenance of the restrooms during its baseball season to ensure that restrooms are kept clean.

6. Utilities; Liability: Town will pay the cost of water, basic phone service, electric power, sewer and trash removal. Town will pay the ongoing cost of a monitored security system; provided, however, Town shall have no liability to GNLL in the event of vandalism, fire, theft or acts of God.

7. Maintenance; Care of Property: General building maintenance (painting, roof repairs, cleaning, stocking restroom supplies, for example) will be performed by Town. Daily cleaning and maintenance of the Concession Area of the Facilities shall be provided by GNLL in accordance with Maricopa County Health Department standards. GNLL shall keep all Town property which it uses, and the areas surrounding the Facilities in good condition and free of all papers, glass, cans, rubbish, and debris. GNLL shall sweep sidewalks on a regular basis and remove bubblegum stuck on the sidewalks. GNLL shall immediately notify the Town of any damaged property or vandalism, unsafe conditions, and burned out lights.

8. GNLL Concession Equipment: Subject to Town approval in advance, GNLL may provide and install its own kitchen and concession equipment in the Concession Area of the Facilities ("GNLL Equipment"). GNLL equipment shall be owned and maintained by GNLL and upon termination of this Agreement, GNLL shall remove such equipment at its expense. GNLL may not use the Facilities to store baseball equipment or other non-concession related items.

9. Supervision and Personnel: GNLL shall provide personal adult supervision and direction to the operation of the concession. An adult designated by GNLL shall be present at the Park at all times that GNLL operates a concession at the Facilities, to assist with any problems that might arise. GNLL personnel shall conduct themselves in a competent and courteous manner at all times. GNLL shall maintain an accurate and current concession staff schedule that will list current GNLL board members and officials. This list will be posted within the Concession building and updated on a regular basis.

10. No Liquor: GNLL shall not keep, handle, sell, use or give away any intoxicating liquors of any kind on said premises and shall not permit the same to be done by any of the GNLL's agents, employees or representatives.

11. Signs: GNLL shall provide a minimum of two signs in the Concession Area identifying GNLL as the concessionaire and listing a phone number where GNLL may be reached. GNLL shall erect no signs on Park property except with the written consent of the Director of the Town Parks and Recreation Department.

12. Sponsorship and Team Banners: GNLL has the right to display Sponsorship and Team Banners attached to fences during player tryouts, game play, and practice sessions, upon obtaining prior written consent of the Director of the Town Parks and Recreation Department. The manner of attachment to the fences shall not cause damage to said property. Such banners must be removed at end of day. In addition, GNLL has the right to display sponsor's names on score boards during player tryouts, game play, and practice sessions, upon obtaining the prior written consent of the Director of the Town Parks and Recreation

Department. Any such banners or displays are subject to the Town Parks and Recreation Department policies.

13. Keys: Town will provide GNLL with four (4) keys to the Facilities, which cannot be duplicated. All such keys must be returned to Town within 72 hours from the date the License is terminated or expires. If all such keys are not timely returned, GNLL shall pay the Town the actual costs of re-keying the Facilities. Any lost key shall be reported to the Town within 24 hours and GNLL shall pay for the costs of re-keying.

14. Security: GNLL shall keep all Facilities locked when not in use. GNLL will activate the alarm system for the Concession Building and Storage Areas from 10:00 p.m. to 6:00 a.m. GNLL shall provide to the Town the names and phone numbers of two (2) persons who will serve as "first responders" to any Police Department call with respect to an alarm.

15. Deliveries: GNLL may use the sidewalks designated by the Town for deliveries to the Concession Area of the Facilities. Deliveries shall be dropped off with minimum interruption to Park uses. Any motor vehicle used for deliveries shall not be left parked on the walkway. The Town may cause any motor vehicle left parked on the walkway to be towed at the expense of GNLL or the owner.

16. Taxes, Compensation Insurance, Licenses: GNLL shall pay promptly all taxes, and excise or license fees of whatever nature, applicable to this concession, and take out and keep current all licenses required for the conduct of this concession. GNLL shall not permit any mechanics or material men's or any other lien to be imposed upon the property on which the concession is located.

17. Condition of Facilities and Equipment: Upon return, GNLL will deliver the Facilities, including the Storage Room, and any permanent improvements and attached accessories to the Town at the expiration of this Agreement in as good condition and state of repair as when received except for ordinary wear and tear or loss or damage caused by an Act of God.

18. Not a Lease: GNLL shall not by virtue of this Agreement be deemed to have become the tenant of the Town. GNLL shall be deemed to be a licensee entitled to enter onto the Facilities for the purpose of exercising the rights and privileges granted. Upon any termination of this Agreement, Town shall have the right to remove GNLL and any of GNLL's employees without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

19. Inspections: Town shall have the right to make inspections at any reasonable time to ensure compliance with this Agreement.

20. Baseball Equipment Storage: GNLL may use a Storage Room designated by the Town in the Facilities for baseball equipment storage. GNLL has the right to use such Storage Room during the term of this Agreement. The Town and GNLL will take reasonable steps necessary to safeguard all equipment stored in the Storage Room. The Town will not be responsible for GNLL's baseball equipment or equipment losses due to theft, vandalism, or acts

of nature. GNLL will be responsible for maintaining the Storage Room, and making any repairs required.

PART D: GENERAL PROVISIONS

1. Term: The term of this Agreement shall commence on April 1, 2004 and continue for fifteen (15) years until April 1, 2019, unless sooner terminated as hereinafter provided. The Agreement may be renewed for up to an additional fifteen years upon GNLL providing new amenities in consideration for such renewal.

2. Termination Town may terminate this Agreement if 1) GNLL fails to comply with the terms of the Agreement, or 2) GNLL fails to maintain its eligibility and meet the criteria for the Gilbert Sports Coalition. Either party may terminate this Agreement upon one hundred eighty (180) days of written notice to the other party.

3. Compliance with Town Rules and Regulations: GNLL shall comply with all rules and regulations of the Town Parks and Recreation Department, and with all applicable laws, ordinances, rules and regulations of the Town, the County, the State of Arizona and the United States.

4. Open Forum: GNLL representatives shall annually meet with the Town of Gilbert Parks and Recreation staff to review operational needs for the facilities. More frequent meetings may occur, pending the desire of the GNLL representatives and Town staff to discuss and review future improvements to the facilities. Funding for future improvements may come from GNLL resources, private funding, grants, contributions and/or Town resources.

5. Insurance: The GNLL shall purchase and maintain such insurance and designate the Town as an additional insured in an amount deemed appropriate by Town as will protect GNLL and Town from claims set forth below which may rise out of or result from GNLL's operations under this Agreement, whether such operations be by GNLL or by anyone directly or indirectly employed by GNLL, or by anyone for whose acts GNLL may be liable.

a. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees;

b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

c. Claims for damages insured by usual personal injury liability insurance that are sustained (1) by any person as a result of any offense whether directly or indirectly related to the employment of such person by GNLL, or (2) by any other person;

d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

If required by Town, certificates of insurance acceptable to Town and designating Town as an additional insured shall be filed with the Town prior to commencement of this Agreement. The certificate shall contain a provision that coverage is supported and that the policies will not expire, be cancelled, or changed during the term of this Agreement.

6. Indemnification: GNLL consents and agrees that they will appear, defend, indemnify and hold harmless the Town, its agents, officers and employees from and against all liability, claim or demand on the part of itself, its agents, employees and customers or of any claim whatsoever arising out of or as a result of the operation of this concession or of any claim of liability arising out of any incident or happening in the area or areas included in this concession during the term of this concession, including reasonable attorneys' fees and costs.

7. Governing Law: This Agreement shall be governed by the laws of the State of Arizona.

8. Independent Contractor: GNLL is not an agent or employee of the Town, for all purposes including the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, the withholding of income tax under the Income Tax Act, the Arizona Worker's Compensation Act, the Arizona Economic Securities Act and any and all other applicable Federal or State statutes, rules or regulations. The Town shall not be responsible for the wages or salaries of any employee, representative or agent of GNLL, nor for any debts, liabilities or other obligations of GNLL. GNLL's employees, representatives or agents shall not be considered Town employees or subject to supervision by Town officials; provided that the Town reserves the right to require GNLL to employ in and about the operation of this concession only persons who in appearance, character, general manner and conduct are suitable to employment in the capacities in which they are engaged, and to require GNLL to promptly discharge any GNLL employee who, in the judgment of the Director of the Town Parks and Recreation Department, is not suitable. The Town shall have the right through its officers and agents, including its police officers, to eject from the premises any employee, representative or agent of GNLL whose conduct is improper, inappropriate or offensive, and GNLL for itself and for any such employee, representative or agent waives any and all claims for damages against the Town, its officers and agents on account thereof.

9. Attorney's Fees: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement than all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

10. Amendment: This Agreement may not be amended or any of its terms modified without written consent of the Town and GNLL.

11. Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, the Town may cancel any contract it is a party to within three (3) years

after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other to the Agreement with respect to the subject matter of the Agreement. In the event the Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to GNLL.

12. Successors and Assigns: The Town and the GNLL each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement. Neither party to the Contract shall assign the Agreement without written consent of the other, nor shall the GNLL assign any monies due or to become due to GNLL hereunder without the previous written consent of the Town.

13. Service of Notice: All notices and demands required or permitted by this Agreement shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Agreement; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

Notices to GNLL:

ATTENTION: President
Gilbert National Little League
P.O. Box 1013
Gilbert, AZ 85299
Phone No.: 480-898-4808

Notices to Town:

ATTENTION: Town Manager
Town of Gilbert
50 E. Civic Center Drive
Gilbert, AZ 85296
Fax No.: 480-497-4943
Phone No.: 480-503-6864

14. Claims for Damages: Should either party to this Agreement suffer injury or damage to personal property because of any act or omission of the other party or his employees, agents for whose acts he is legally liable, claims shall be made in writing to such other parties within a reasonable amount of time after the first observance of such injury or damages.

15. Rights and Remedies: The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Town or GNLL shall constitute a waiver of any right or duty afforded any of

them under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach except as may be specifically agreed in writing,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first herein written.

TOWN OF GILBERT

By _____
Mayor Steven M. Berman

ATTEST:

_____
Town Clerk
Catherine L. Templeton

APPROVED AS TO FORM:

_____
Martinez & Curtis, P.C.
Town Attorneys
By Anja K. Wendel

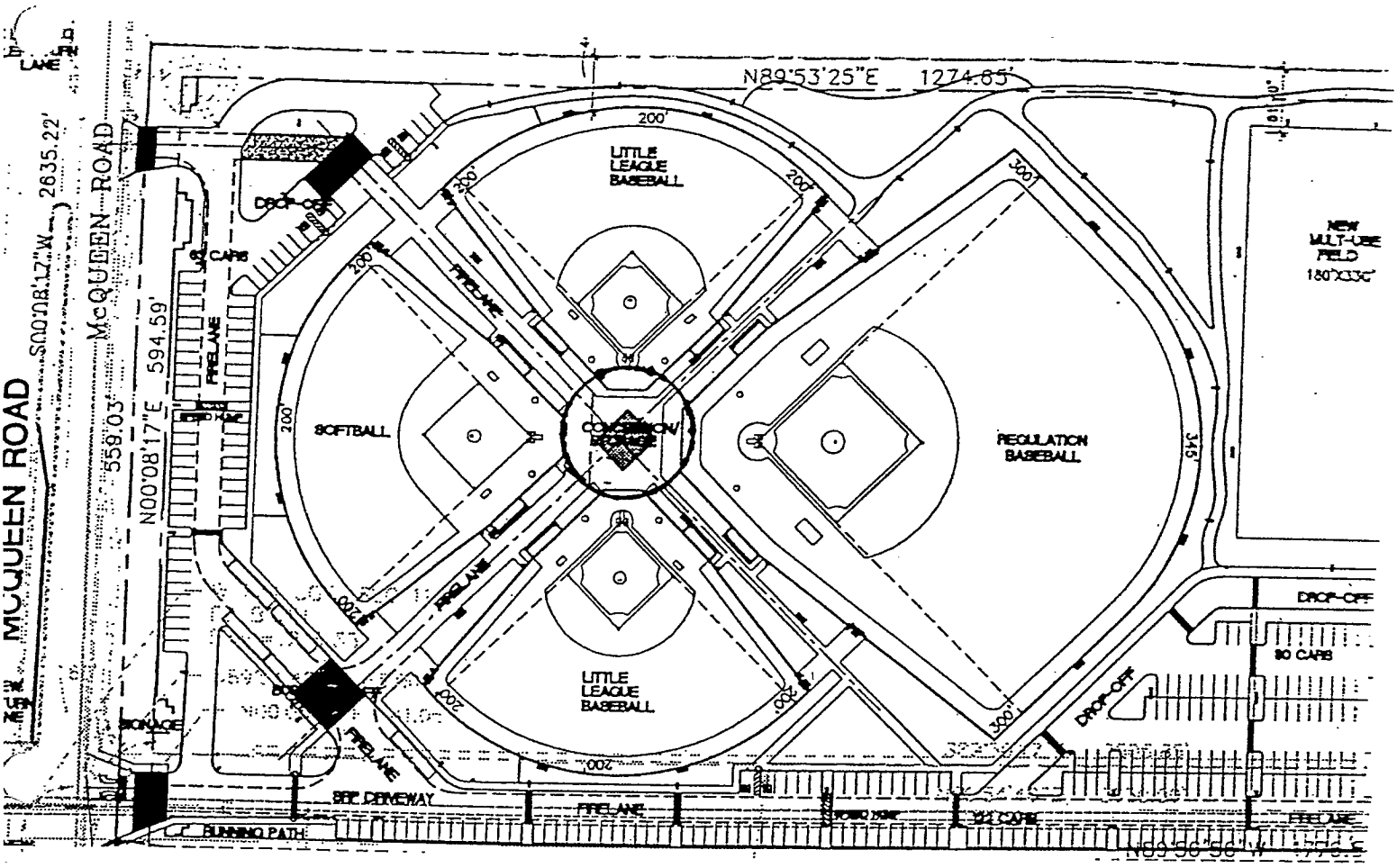
GILBERT NATIONAL LITTLE LEAGUE

By _____
Title GNLL President
Current President

By _____
Title GNLL Liaison
Past President

files/578/contracts/GNLL-McQueenParkIII revised 10-2003

EXHIBIT A



McQUEEN DISTRICT PARK PHASE III BALLFIELD COMPLEX

EXHIBIT B

GILBERT PARKS & RECREATION - GILBERT NATIONAL LITTLE LEAGUE McQUEEN BALLFIELDS OPERATION & MAINTENANCE STANDARDS

DEFINITION OF TERMS

For the purpose of this agreement the following words or terms shall be defined as herein set forth:

a. "GPR" shall mean the Gilbert Parks & Recreation Department, its officers, employees or representatives.

b. "GNLL" shall mean the Gilbert National Little League, its agents, employees or contractors performing the maintenance services under this Agreement.

c. "May" shall mean permissive.

d. "Should" shall mean expected.

e. "Shall" shall mean mandatory.

f. "Turf areas" shall mean all areas of established Bermuda hybrid grasses.

DESCRIPTION OF EXPECTATIONS

GNLL agrees to respond and/or perform the following when using McQueen Park Phase III ("the Park").

A. Communications & Reporting

1. GNLL Ball Field Coordinator. GNLL will designate a 'Ball Field Coordinator' to serve as a point of contact to GPR for all maintenance support efforts to include field preparation, concession building preparation, turf areas, maintenance and special projects/events.

2 Schedules. GNLL shall submit on a monthly basis to the Park Operations Supervisor an update or revisions associated with: GNLL officers, Ball Field Coordinator, game & practice schedules, volunteer project schedules, maintenance schedules, event schedules, etc. Likewise, the Park Operations Supervisor will notify GNLL of any changes in Parks & Recreation staff that may affect communication between GPR and GNLL.

3. Conflict Resolution. Any issues or concerns over management of the facility, scheduling, communications or other concerns shall be communicated to the Park Operations Supervisor or designee. Abusive language or behavior by either party is counter-productive, and will not be tolerated.

B. Vehicles on Fields

1. In order to maintain infield and outfield integrity, the Park Operations Supervisor or designee must approve what vehicles will be used by GNLL to drag or be involved in field preparation.

C. Secured Fields

1. GNLL will coordinate with GPR and make every effort keep gates locked and participants from climbing the fences to gain access onto the fields when not in play.

D. Light Schedules

1. GNLL will submit light schedule requests to the Park Operations Supervisor and Sports & Aquatics Recreation Supervisor at least 48 hours before the intended use, in order to accommodate park ranger scheduling of lights.

E. Reservations

1. If GNLL desires to use any park amenities other than the Concession Area and Ball Fields , GNLL will make its requests through the Parks & Recreation reservation permit process (i.e. ramadas, special equipment brought on site, etc.). This will enable the park ranger staff to receive advance notice of needs by GNLL, and more efficiently coordinate activities of the different user groups at the Park.

F. Outfield Turf

1. GNLL shall require team managers to instruct their respective players to refrain from gouging the outfield turf, and digging out depressions with shoe cleats. GPR will monitor field conditions on a regular basis and advise GNLL of field condition status.

BALLFIELD MAINTENANCE & OPERATION GUIDELINES

All field maintenance work to be performed by GNLL shall be approved in advance by the Park Operations Supervisor or designee to include scheduling, frequency and methods.

GPR Parks Division staff will conduct periodic field maintenance clinics for GNLL officials, volunteers and coaches in an effort to establish maintenance guidelines and clarify expectations.

Infields & Outfields

- Refrain from dragging stabilizer and surface material on turf areas
- Lift drag when infield area completed to avoid unwanted mounding
- Rake and level area around home plate to avoid the pooling of water after each use.
- Clean out base housings and replace base plugs at the end of each use.
- Closely monitor and account for base plugs
- Periodically tighten the bands on back of bases
- Apply only the amount of chalk needed to line – use of paint is preferred for outfield foul lines
- Schedule the adjustment of sprinkler heads with Park Operations Supervisor or designee
- Accessing valve boxes is prohibited pending approval of Park Operations Supervisor or designee.
- No 'soft toss' batting practice against chain link fencing will be allowed
- The Park Operations Supervisor or designee may provide at his/her discretion, access to water valves in order to accommodate infield preparation and dust control.
- GPR shall provide sandy-loam soil for use by GNLL in the backfilling of holes created by players or other causes in the outfield. The soil will be periodically placed at a designated location within the central storage yard.
- Bases that are Town property shall remain at the park at all times

NOTIFICATION REQUIREMENTS

GNLL shall immediately notify the Park Operations Supervisor if GNLL is aware of any of the following conditions at the Ball Fields:

- Any unsafe condition
- Dry patches of grass/irrigation failures
- Broken sprinkler heads
- Holes in the turf
- Broken fences
- Any damaged property or vandalism
- Burned-out lights,

2004-5002-0202

First Amendment to
CONCESSIONAIRE and BALL FIELDS USE AGREEMENT
(Town of Gilbert – Gilbert National Little League)

This First Amendment to the Concessionaire Agreement and Ball Fields Use Agreement dated October 28, 2003 is made and entered into this ____ day of _____, 2010, by and between THE GILBERT NATIONAL LITTLE LEAGUE, hereinafter designated as "GNLL", and the Town of Gilbert, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "TOWN."

WHEREAS, GNLL has enjoyed use of the McQueen Phase III ball fields for many years and the TOWN is seeking to recover additional maintenance costs for the ball fields;

NOW THEREFORE, GNLL AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. The Concessionaire Agreement and Ball Fields Use Agreement dated October 28, 2003 ("Agreement") Part B is amended by revising Paragraph 2 to read as follows (additions shown in capitalized text, deletions are shown as stricken):

~~Waiver of Ball Field Reservation Fees. Town will waive applicable ball field reservation fees for 15 years from the effective date of this Agreement.~~

BALL FIELD RESERVATION FEES. EFFECTIVE SEPTEMBER 1, 2010 GNLL WILL PAY THE APPLICABLE PREVAILING RATES FOR BALL FIELD RESERVATIONS, AS ADOPTED BY THE TOWN.

2. All other terms and conditions of this Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first herein written.

TOWN OF GILBERT

By _____
Mayor John W. Lewis

ATTEST:

_____
Town Clerk
Catherine A. Templeton

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

GILBERT NATIONAL LITTLE LEAGUE

By _____
Title _____
Its Authorized Representative

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