



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: April 8, 2025

SUBJECT: Agenda Item 4F: Authorize the General Manager to Execute the Renewal of the Maintenance Agreement for the Leon Rose Baseball Field

RECOMMENDED ACTION:

I move to authorize the General Manager to execute the renewal of the Maintenance Agreement for the Leon Rose Baseball Field.

BACKGROUND:

The District has enjoyed a successful partnership with local businesses Groveland Sports Zone LLC. and the owner of Hamm's Carpet Cleaning, a Sole Proprietor, for the maintenance of the Leon Rose Ballfield over the past several years. The most recent maintenance agreement was executed on August 9, 2023, and expired on August 9, 2024. The owner of Hamm's Carpet Cleaning, a Sole Proprietor, approached the District to renew the Maintenance Agreement for the upcoming year, unless it is terminated sooner, however, can be renewed for up to two succeeding terms of 12 months each.

The District wishes to renew the attached maintenance agreement, which includes the following changes from last year:

- The schedule - Exhibit "C"
- The removal of one partner, Groveland Sports Zone LLC.

Given the positive nature of this working relationship, staff recommends renewing the maintenance agreement.

ATTACHMENTS:

1. Updated Maintenance Agreement

**SERVICES AGREEMENT
BETWEEN THE GROVELAND COMMUNITY SERVICES DISTRICT AND HAMM’S CARPET
CLEANING, A SOLE PROPRIETOR FOR THE UPKEEP AND MAINTENANCE OF LEON ROSE
BALLFIELD**

This Services Agreement (“**Agreement**”) is entered into by and between the Groveland Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (“**GCSD**”) and Hamm’s Carpet Cleaning, a Sole Proprietor, herein collectively referred to as Contractor.

RECITALS

Whereas, Leon Rose Ballfield (Ballfield) is part of the District’s park system and the District is responsible for the upkeep and maintenance of the field; and

Whereas, The funds available for the maintenance of the Ballfield are derived solely from ad valorem property taxes in an amount insufficient to cover the current cost of maintenance and repairs necessary for safe use of Ballfield and therefore it has been decommissioned and not maintained for several years; and

Whereas, The ad valorem taxes allocated to the Parks Fund has gradually been reduced as the expenses of the fire department increased in recent years, far in excess of the increases of property taxes received; and

Whereas, Contractor has approached the District with a good-will proposal for the upkeep and maintenance of the Ballfield in exchange for the ability to use the Leon Rose Ballfield for specified organized sports events and related activities which are consistent with the mission and service levels desired by the District and are described herein; and

Whereas, Contractor has agreed to assist in fundraising and related activities to provide funds to cover Ballfield operating expenses, and provide labor and materials restore the Ballfield to a safe, playable condition prior to use; and

Whereas, The District recognizes the mutual public benefits of this arrangement and desires to enter into an agreement with Contractor to memorialize their collective commitment to maintenance and upkeep of Leon Rose Ballfield; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, GCSD and Contractor agree as follows:

1. DEFINITIONS

1.1. **“Scope of Services”**: Such restoration and maintenance services, insurances and indemnification as are set forth in Contractor’s proposal to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

1.2. **“Schedule of Work”**: attached hereto as Exhibit B Contractor shall establish a schedule agreeable to the District that identifies what work and other items are to be completed.; A schedule of events and activities to be held shall be delivered to GCSD prior to beginning of public use of Ballfield for organized play. A preliminary use schedule is attached hereto as Exhibit C.

2. TERM.

The term of this Agreement will commence on April 8, 2025 and will expire on April 8, 2026 unless terminated sooner in accordance with Section 3 of this Agreement; provided, however, this Agreement may be renewed for up to two succeeding terms of 12 months each, at the option of GCSD by written notice to Contractor at least thirty (30) calendar days before expiration of any term, of its intention to renew this Agreement. Nothing in this Agreement requires GCSD to renew or extend this Agreement.

3. TERMINATION, SUSPENSION OR ABANDONMENT

3.1 Notwithstanding any other provision of this Contract, this Contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party.

3.2 This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

- (1) The District's failure to provide water service and maintain restroom facilities.
- (2) Contractor’s failure to competently complete the services specified under this Contract, in accordance with District facility standards and specifications, within the time periods specified herein or as reasonably directed by the District.
- (3) Contractor’s or the District's material breach of any representation or agreement contained herein.
- (4) Failure of Contractor to maintain insurance coverage as required in Section 7.

4. CONTRACTOR’S SERVICES

4.1 Contractor shall perform the services identified in the Scope of Services (**“Work”**) to standards established by the District. GCSD shall have the right to request, in writing, changes in the Work. Any

such changes mutually agreed upon by the parties, and any corresponding plan for implementation and associated funding, shall be incorporated by a written amendment to this Agreement.

4.2 Contractor shall perform all Work to the standards acceptable for safe organized play, and to the satisfaction of the District. Contractor shall comply with all applicable federal, state and local laws and regulations.

4.3 Contractor represents that it has, or will secure at its own expense, all personnel and volunteers required to perform the Work. All Work shall be performed by Contractor or under its supervision, and all personnel engaged in the Work shall undergo safety consultation by the District if serving as volunteers for the District in conducting the work.

4.4 Contractor agrees to be fully responsible to GCSD for the acts and omissions of itself and of persons either directly or indirectly volunteering or employed by them.

5. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to GCSD, a wholly independent contractor and not an employee of GCSD. Contractor shall have no power to incur any debt, obligation, or liability on behalf of GCSD or otherwise to act on behalf of GCSD as an agent. GCSD and its agents shall have supervision over the conduct of Contractor or any of Contractor's volunteers or employees, to ensure such conduct is in compliance with the ordinances, policies, procedures, standards and mission of the District, including as set forth in this Agreement. Contractor shall not represent that it is, or that any of Contractor's volunteers, agents or employees are, in any manner employees of GCSD.

6. INDEMNIFICATION AND RISKS

6.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend GCSD, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or any of its officers, volunteers, employees, servants, or subcontractors in the performance (or non-performance) of the Work or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of GCSD's choice.

6.2. GCSD does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by GCSD, or the deposit with GCSD, of any insurance policy or certificate required pursuant to this Agreement. Contractor's obligations to defend, hold harmless, and indemnify GCSD will apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.3. Contractor assumes all risk, hazards and conditions encountered in the performance of the work. Contractor further agrees not to hold GCSD responsible for any damage, loss or expense incurred by Contractor through the fault of any other contractor or agent hired by or for GCSD. All equipment hired

or provided by GCSD relating to the Work will be hired “wet”—meaning Contractor will be responsible for fuel and maintenance of all such equipment. Any damage to such equipment is at Contractor’s sole expense.

7. INSURANCE

7.1. Contractor will not commence the Work until all insurance required pursuant to this Agreement is obtained at Contractor’s own expense. Contractor shall furnish certification of insurance prior to proceeding with any work. Such insurance must have the approval of GCSD as to limit, form and amount. During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor’s performance of the Work or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

7.1.1. The Contractor shall maintain Commercial General Liability Insurance on an occurrence basis including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage and Independent Contractors Liability Coverage with limits not less than the following:

- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$100,000 Damage to Premises Rented to You

7.2. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, GCSD may immediately terminate this Agreement.

7.3. At all times during the term of this Agreement, Contractor shall maintain on file with GCSD a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming GCSD and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with GCSD such certificate(s).

7.4. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least ten (10) days prior to the expiration of the coverages.

7.5. The general liability policy of insurance required by this Agreement shall contain an endorsement naming GCSD and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled except on thirty days’ prior written notice to GCSD.

7.6. The insurance provided by Contractor shall be primary to any coverage available to GCSD. Any insurance or self-insurance maintained by GCSD and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

7.7. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend set forth in this Agreement.

8. GENERAL PROVISIONS

8.1. Contractor shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without GCSD's prior written consent, and any attempt to do so shall be void and of no effect. GCSD shall not be obligated or liable under this Agreement to any party other than Contractor.

8.2. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between GCSD and Contractor with respect to the transactions contemplated herein. No other prior oral or written Agreements are binding upon the parties. Amendments to this Agreement shall be effective and binding only if made in writing and executed by GCSD and Contractor.

GROVELAND COMMUNITY
SERVICES DISTRICT, a political
subdivision of the State of California

Hamm's Carpet Cleaning, a Sole Proprietor

By: _____
Peter J. Kampa
General Manager

By: _____
Name: Dan Kohn
Title: HHC, Owner

EXHIBIT "A"

SCOPE OF SERVICES

ON THE HILL SOFTBALL & BASEBALL FIELD – LEON ROSE BALLPARK LEASE PROPOSAL

Need: Minimal healthy activities for youth and families to engage in has been a concern for many years. Youth engaging in highly addictive drugs, dangerous sexual behavior, and lacking in motivation is a regular occasion within our community. More solutions to support youth and family engagement are requirements to overcome years of missing opportunities. The high school has no ballpark to entice added sports, such as baseball and potentially soccer practices, and more.

History: The Leon Rose Ballpark (LRB) has seen tournaments in adult softball that brought families together in a healthy manner. The park has seen community events as well as ball games in years past that provided stories that are told with great pride today.

Narrative: Hamm's Carpet Cleaning (HCC) is a small businesses in the local community partnering to propose management of the (LRB) in the form of leasing it from Groveland Community Services District (GCSD). The lease and management request are for HCC to open opportunities for LRB to hold games, tournaments, fundraiser, practices, and special events. Each of these events would be prioritized for adding more options for healthy community activities, opportunities for the local schools to practice and play games. The continued use of LRB would provide future fundraising events that can increase availability as well as options for use of the location.

Terms:

Time frame: The lease request is for an annual agreement that has priority provided to HCC to renew the agreement annually upon successful yearly management of LRB and its events.

Cost: The lease request includes a \$1.00 annual cost for the lease of the facilities and field.

Utilities: During the first year regular evaluation of needs for utilities will be completed by HCC staff, with initial use of or need for utilities such as electricity and water not required for use. GCSD agrees to provide keys for the bathroom facilities. HCC agrees to maintain the bathroom facilities and share responsibilities with any entities responsible for the restroom facilities.

Insurance: HCC agrees to maintain a minimum of \$1 million in liability insurance for the location and possible occurrences.

Scheduling: HCC will manage all scheduling of events during the lease agreement.

Commencement: HCC agree to sign a lease agreement and begin management of LRB upon full execution of the lease agreement.

Keys: HCC requests keys to all field gate locks.

EXHIBIT "B"
SCHEDULE OF WORK

Contractor shall provide the following:

1. Provide the District with documentation of insurance meeting the requirements of this Agreement.
2. Repair and Maintenance of the dugouts.
3. Repair and Maintenance of the catcher's box.
4. Repair and Maintenance of the fencing.
5. Repair and Maintenance of the irrigation lines/sprinkler heads.
6. Maintenance of the infield and outfield.
7. The upkeep of the weeds in the infield, on the fence line, and the warning track.
8. Repair and Maintenance of the parking facilities.
9. Provide the District with the schedule of games and other events to ensure that the restroom facilities are maintained and opened by the District.
 - a. The scope and schedule of events other than organized sports activities shall get advance approval by the District prior to advertising.
10. Remove trash after use of the ballfield.
11. If any new structures are built, they must be coordinated with and approved by the District and follow county permits.
12. Pay \$25 fee to the District for the Stadium lights when in use.
13. Plan, schedule, organize, advertise, direct, and supervise all organized sports and related activities on the Ballfield.
14. All repairs must be approved by the District Operations Manager.
15. Notification of completed work and/or repairs subject to District inspection prior to public use.

Groveland Community Services District shall provide the following:

1. The water expense for the field and the restrooms will be covered by the District.
2. The upkeep and maintenance of the restroom facilities.
3. The mowing of the outfield.
4. Repair of the infield and outfield.

EXHIBIT "C"

2025-2026 REGULAR USE SCHEDULE

Practice Wednesday's at 5pm to when finished

Game Night Friday's at 5pm to when finished

Saturday Games (as needed/all day events)

*If and when Tioga High school has a team we will update the schedule and coordinate with the District.