



SAN BENITO COUNTY VETERANS MEMORIAL PARK COMMISSION

Maria Spandri

Jaime De La Cruz

Robert Duffy

Paul St. John

Mark Medina

Hollister VFW

Board of Supervisors

American Legion

San Juan Bautista VFW

Board of Supervisors

San Benito County Board Chambers – 481 4th Street, Hollister, CA 95023

REGULAR MEETING
Monday, April 1, 2019
7:00 PM

AGENDA

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call
- c. Acknowledge Certificate of Posting

- 2. Public Comment:** *This is an opportunity for the public to address the commission on items of interest not appearing on the agenda or not scheduled for public hearing. No action may be taken unless provided for by GC 56954.2. Each speaker is limited to five minutes.*

3. Consent Agenda

- a. Approval of Minutes of the February 5, 2018, regular meeting.

4. Staff Announcements – Information only

5. Commission Announcements – Information only

6. Discussion/Action Items

- a. Approve sublease agreement between the City of Hollister and the Hollister Black Jacks Corporation and Central Coast Athletics of the Small Softball field, contingent upon the lessee entering an indemnification agreement with the County.
- b. Approve the usage of Veterans Memorial Park for San Benito High School to host the Carnival on May 10-12, 2019.
- c. Receive update on wells at Vet's Park.



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- d. City/County Capital Improvements for Vet's Park.

7. Adjournment

**SAN BENITO COUNTY
VETERANS' MEMORIAL
PARK COMMISSION
CERTIFICATE OF POSTING**

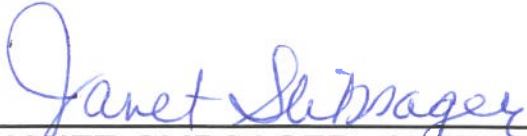
Pursuant to Government Code Section #59454.2(a), the agenda for the San Benito County Veterans' Memorial Park Commission Regular Meeting of April 1, 2019 was posted on the 27th day of March, 2019 at the following locations, freely accessible to the public:

The bulletin board outside the front entrance of the Old County Courthouse, Monterey Street, City of Hollister, San Benito County, State of California

and

The bulletin board outside the front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA

I, Janet Slibsager, certify under penalty of perjury, that the foregoing is true and correct.


**JANET SLIBSAGER, CLERK OF THE
BOARD OF SUPERVISORS**



SAN BENITO COUNTY VETERANS MEMORIAL PARK COMMISSION

Dick Gallagher

Jaime De La Cruz
Chair

Robert Duffy

Paul St. John

Mark Medina

Hollister VFW

Board of Supervisors

American Legion

San Juan Bautista VFW

Board of Supervisors

San Benito County Board Chambers – 481 4th Street, Hollister, CA 95023

REGULAR MEETING
Monday, February 5, 2018
7:00 PM

MEETING MINUTES

1. Call to Order – The meeting was called to order at 7:01 p.m. by Chair Jaime De La Cruz.

- a. Pledge of Allegiance was led by Commissioner Robert Duffy.
- b. Roll Call – Janet Slibsager took roll call, all Commissioners were present.
- c. Acknowledges Certificate of Posting – Commissioner Richard Gallagher made a motion to approve Certificate of Posting, seconded by Commissioner Robert Duffy. (5/0 vote)

2. Public Comment

- a. *This is an opportunity for the public to address the commission on items of interest not appearing on the agenda or not scheduled for public hearing. No action may be taken unless provided for by GC 56954.2. Each speaker is limited to five minutes.*

Speaking from the public was: Greg Lopez, President of San Benito Babe Ruth Baseball, thanked the County, Adam Goldstone and everyone else for making the repairs to the Babe Ruth Field after suffering all of the damages from the fire last September. He said there are still a few more things being done but they would be going forward with their Fall Season and thanked the County and Commissioners.

3. Consent Agenda

- a. Approval of Minutes of September 18, 2017 special meeting.

Commissioner Dick Gallagher made a motion to adopt the minutes as presented, seconded by Commissioner Paul St. John. (5/0 vote)

- b. Approval of sublease agreement between the City of Hollister and the Hollister Black Jacks Corporation and Central Coast Athletics of the Small Softball field, contingent upon the lessee entering an indemnification agreement with the County.

County Counsel Barbara Thompson provided information in regards to sublease agreement and an indemnification agreement with the County. She said it is on the agenda for approval by the Commission. She said that the recommendation that staff had was to recommend that Black Jacks enter into an indemnification agreement with the County which would be done separate which is just for the County; it would not have to go back to the City.

Commissioner Mark Medina had a question on the indemnification agreement by lessee's, what if someone jumps the field and is injured or someone who is not a part of that affiliation.

County Counsel Barbara Thompson said it would depend on the circumstances of what happened.

Commissioner Jaime De La Cruz asked if we could add an amendment that includes if he would lease it to a third party they would have to sign an indemnification clause.

Ms. Thompson replied, yes that could be done and added to the indemnification agreement along with wording if they had any sub-lessees or anyone else that they allowed to use the field.

Commissioner Jaime De La Cruz asked to what extent they can hold harmless if there are signs out there saying if you trespass you are on your own.

Ms. Thompson said that is a good idea to put someone on notice.

Andrew Barragan, President of Hollister Black Jacks, said that he understands trespass but that is a City and County Park. He said that would be my argument as a citizen. None of those parks should be locked at all. He said that he should not be liable when the City is using it for other leagues. He said it is a touchy situation as far as the liability. He said that he has spent over \$100,000 out of his own pocket on that field and has to be run by the City and County whenever he does something.

Ms. Thompson provided additional information in regards to the language in the agreement to change from City to read County everything is the same.

Discussion ensued by Commissioners and staff in regards to indemnification agreement and liability concerns.

Commissioner De La Cruz said that there are so many questions, we need to take this back and work out some of the answers and then bring back at next meeting.

4. Staff Announcements – Information only

a. Event and activity announcements – Staff.

Adam Goldstone from Resource Management Agency provided an update on the fire damage at Vet's Park. He said that they still have to deal with the charred light pole waiting to hear back from the Insurance Company; the well pump that they have been working on is basically done, doing some close out stuff, but it is currently running.

5. Commission Announcements – Information only

Commissioner Richard Gallagher said the skate park is a disaster, asking staff if they can get the City to use the same color paint when they cover up graffiti. He spoke in regards to the fence at the park and maybe seeing if the arts council with the kids could put some kind of mural up out there instead of just patching up graffiti out there.

Discussion ensued by Commissioners.

Commissioner De La Cruz said that we can put on the next agenda to invite the City of Hollister to the meeting in regards to this issue.

Commissioner Gallagher also mentioned getting an income expense report on rentals like Bertha Briggs and a report on capital improvement projects.

Mr. Goldstone mentioned that there are a couple of projects in their CIP projects. He said that he would try to get those reports for the next meeting.

Mr. Gallagher announced that the Saturday before Easter they would be having their Annual Easter Egg Hunt at Vet's Park at 1:00 p.m.

6. Discussion Items

b. To allow the Amberjacks Pro Baseball Team to play Thursday nights on the San Benito County Babe Ruth Field.

Greg Lopez, President of San Benito Babe Ruth, provided information about the team and how they play in Monterey three nights a week and that they have approached us about playing Thursday nights here at the Vet's Memorial Park Babe Ruth field.

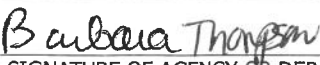
He spoke how the program went last year at the park. He said that he is here this year to ask the Commission to get approval from the Board of Supervisors to allow the Amberjacks to play six Thursdays starting in May through June. He said if approved they would be announcing it so they can get people there. He would recommend that Veterans could get in free.

Commissioner Gallagher said that he went to a game last year and had a great time, he has his vote.

Commissioner Gallagher made a motion to ask that the Board of Supervisors approve the Amberjacks Pro Baseball Team be able to play six Thursday starting in May at the Vet's Memorial Park Babe Ruth Field. Seconded by Commissioner Paul St. John. (5/0 vote)

7. Adjournment:

Motion made by Commissioner Gallagher and seconded by St. John to adjourn the meeting. Meeting adjourned at 7:34 p.m. (5/0 vote)

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: 5 Minutes or <input type="checkbox"/> Consent	Leave Blank:	Date/Time Rec'd:
TO: Vets Park Commission		CONTACT FOR INFORMATION: Name: Barbara Thompson Phone No: 636-4040, ext. 12		NUMBER OF CERTIFIED COPIES REQUIRED:
FROM: County Counsel Barbara Thompson, County Counsel				
MEETING DATE: April 1, 2019	(1) SUBJECT: Approval of sublease agreement between the City of Hollister and the Hollister Black Jacks Corporation and Central Coast Athletics (hereinafter Lessee) of the Small Softball field.			
(2) BACKGROUND INFORMATION (Attach additional pages if necessary):				
<p>This matter was last before the Vets Park Commission on February 4, 2018. At that time, various questions were raised regarding the indemnification agreement. Upon the continuance, the County has modified the proposed indemnification language to add the following language:</p> <p style="padding-left: 40px;">Notwithstanding the above, LESSEE's liability for indemnification pursuant to this agreement shall be limited to a maximum amounts set forth in paragraph 10 of Lessee's agreement with the City.</p> <p style="padding-left: 40px;">LESSEE acknowledges that Paragraph 20 of the agreement with the City provides that LESSEE may not assign any part of the sublease to any other party without the consent and approval of the City of Hollister, the Vets Park Commission, the Chair of the County Board of Supervisors and County Counsel. LESSEE acknowledges that if any such assignment is approved, it shall ensure that the ASSIGNEE also indemnifies the County in the form set forth in this Indemnification Agreement.</p> <p>Therefore, the Commission is requested to review the agreement, and if satisfied, approve the lease agreement, contingent upon the Black Jacks entering into an indemnification agreement (attached) with the County.</p>				
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Ordinance		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: Ordinance 2012- adding Section 19.07.006 to Chapter 19.07 of Title 19 of the San Benito County Code		
(6) FUNDING SOURCE(S): 2700-233		(7) CURRENT YEAR COST: \$ 0	(8) ANNUAL COST: \$ 0	(9) BUDGETED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: <div style="display: flex; justify-content: space-between; width: 100%;"> Permanent Limited Term </div>				
(11) RECOMMENDED ACTION(S):				
<p>It is respectfully recommended that the Commission:</p> <p style="padding-left: 20px;">a) Approve the sublease agreement between the City of Hollister and the Hollister Black Jacks Corporation, and Central Coast Athletics, contingent upon the Lessee entering an indemnification agreement with the County.</p>				
 Barbara Thompson, County Counsel SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE			March 26, 2019 DATE	

CLERK'S USE ONLY

- | | | | |
|---|------------------------------------|---|--|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | <input type="checkbox"/> ADOPTED | <input type="checkbox"/> CONTINUED TO _____ |
| <input type="checkbox"/> ACKNOWLEDGED | <input type="checkbox"/> ACCEPTED | <input type="checkbox"/> RESOLUTION NO. _____ | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> SET PUBLIC HEARING | <input type="checkbox"/> APPOINTED | <input type="checkbox"/> ORDINANCE NO. _____ | <input type="checkbox"/> NO ACTION TAKEN _____ |

BY: _____ Deputy Clerk of the Board DATE:	
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**CITY OF HOLLISTER
AND
[HOLLISTER BLACK JACKS CORPORATION]**

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made effective the 1st day of April, 2017 ("**Effective Date**"), by and between the City of Hollister, a California municipal corporation ("**City**") and the Hollister Black Jacks Corporation, a California corporation, and Central Coast Athletics, LLC, a California limited liability company (collectively, "**Lessee**"), for the lease of the Small Field, as that term is defined in Recital C below. City and Lessee may be referred to hereinafter singularly as "**Party**" or collectively, as "**Parties.**"

Recitals

- A. Pursuant to an Operating Agreement with the County of San Benito (the "**County**") dated July 1, 1999 (the "**Operating Agreement**"), the City has exclusive control of the softball fields at Veterans' Memorial Park, which are more particularly described in Exhibit A (the "**Premises**"). A copy of the Operating Agreement is attached hereto as Exhibit B.
- B. On or about February 1, 2016, the City and County agreed to amend the Operating Agreement (the "**Amendment**") to allow the City to lease its interest in the Premises upon the written approval of the Veterans' Park Commission, the Chair of the Board of Supervisors of the County, and County Counsel as to form. A copy of the Amendment is attached to this Lease as Exhibit C.
- C. The City desires to lease to Lessee, and Lessee desires to lease from the City, the small softball field identified in Exhibit A, the non-exclusive use of the parking lot, the score booth, scoreboard, and an portion of land adjacent to the small softball field along the third base line for a shipping container for use as a storage unit (collectively, the "**Small Field**"), subject to the reservation of certain rights by the City as described herein, and subject to the approval of the Veterans' Park Commission, the Chair of the Board of Supervisors of the County, and County Counsel as to form, and upon the terms and conditions of this Lease as set forth below.

NOW THEREFORE, the Parties agree as follows.

Agreement

- 1. Incorporation of Recitals

The Parties agree that the Recitals set forth above are hereby incorporated into the terms of the Lease as if set forth in full herein.

2. Purpose.

This Lease is between the City and Lessee. Lessee shall use the Small Field solely for the following purposes: a) organizing and hosting softball games for the Hollister Black Jacks team and related activities; and b) storage of field equipment, field maintenance equipment, hitting nets, bases, other items related to the maintenance and upkeep of the Small Field and for the use described in Section 2(a). All uses described herein shall be conducted in accordance with all local, state, and federal laws, and all conditions, regulations, and entitlements issued by or to the City.

3. Term.

The term of this Lease shall be for a period of five (5) years, commencing on the Effective Date and ending on 1:59 P.M. on the fifth anniversary of the Effective Date (the "Expiration Date"), unless sooner terminated by the Parties pursuant to the terms hereof (the "Term"). The Parties agree that this Lease shall be terminated if the County terminates the Operating Agreement, such termination shall be effective on the same date that the Operating Agreement terminates. The Parties further agree that if this Lease is not terminated by either Party prior to expiration, the Term shall automatically be extended for a period of one (1) year, commencing on the Effective Date and every anniversary thereafter unless and until either Party notifies the other of their intent to terminate the Lease ("Termination Notice"). The Termination Notice shall be provided no later than thirty (30) days prior to the expiration of the Term or any extension period (if applicable). In no event shall the Term of this Lease extend beyond fifty four (54) years from the Effective Date.

4. Use, Operations, and Maintenance.

The Parties acknowledge that the Lessee has already taken possession of the Small Field, and as such, agree to accept the Small Field in its current condition, as-is, where-is and with all faults.

The Lessee agrees to be bound by and to perform all of the City's obligations under Paragraphs 6, 16, 17, 19, and 21 of the Operating Agreement as they relate to the Small Field. The Lessee's obligations to operate and maintain the Small Field, shall apply to all alterations, improvements, and/or modifications made by Lessee. Lessee agrees to notify the City in writing prior to making any repairs to the utility facilities or infrastructure serving the Small Field.

Lessee agrees to coordinate with San Benito High School District to allow the freshman, junior varsity, and varsity women's softball team(s) to use the Small Field for practices and home games during their season.

For the period commencing on either: a) the third (3rd) Monday in March or the first (1st) Monday in April 1 and lasting until July 31 during each year of the Term

of this Lease or any extension thereof, the City shall have the right to use the Small Field on Monday evenings from 3:30 P.M. to 10:00 PM for the duration of the term of this Lease for field preparation and recreational softball activities. The City shall have the additional right to use the Small Field on any other nights during the week when the City determines, in the City's sole discretion, that the use of the small field on a particular Monday evening is not reasonable. The City shall coordinate with the Lessee to schedule the date and time of use on days of the week other than Mondays and to ensure that the City's use of the Small Field on evenings other than Mondays do not unreasonably interfere with the Lessee's use of the Small Field.

Lessee shall not install any locks on the improvements, structures, doors, or other facilities in or about the Small Field without first providing a copy of the key(s) to the locks to the City.

Lessee agrees to maintain the area within foul territory in left field next to the storage unit completely clear of any improvements, alterations, impediments, or personalty (the "Fence Storage Area"). The City agrees to remove the portable fencing used by Lessee for outfield walls and to store the portable fencing in the Fence Storage Area prior to the City's permitted use under this Paragraph 2 of the Lease. Lessee agrees to re-install the portable fencing after the City's permitted use under this Paragraph 4 of the Lease.

5. Rent.

As rent for the use of the Small Field, Lessee agrees to pay when due: a) all costs related to the operation and maintenance of the Small Field in good working condition in accordance with best management practices for recreational softball facilities in the geographic region in which the Small Field is located; and b) all personal or property taxes incurred by the Lessee or the City for Lessee's use of the Small Field; and c) any costs or expense incurred by the City as a result of the Lessee's uses described herein, subject to the City's indemnity requirements described below.

The City agrees to bear the sole cost and expense of providing electricity to the Small Field. The City shall ensure that the restrooms are open for Lessee's use of the Small Field.

6. Permits and Approvals.

Lessees shall obtain permits or other entitlements, which are legally required and as identified by the City, for the construction of improvements and maintenance of the uses described herein.

7. Alterations.

The Parties agree that the non-permanent improvements and/or alterations made by Lessee to the Small Field prior to the execution of this Lease, including the

installation of the shipping container adjacent to the Small Field along the third base line for storage uses, are acceptable to the City and County. Lessee shall not make any additional alterations, nor shall Lessee make any permanent alterations or fixtures, to the Small Field without the prior written consent of the City and County.

8. Dispute Resolution.

The Parties agree that any dispute shall first be resolved by the City Manager. For any disputes between the Parties arising hereunder that cannot be resolved by the City Manager, and the Parties are otherwise unable to resolve such matters between themselves by negotiation, then such disputes shall be resolved by submission of the dispute to arbitration pursuant to the rules and regulations of the American Arbitration Association (or as otherwise agreed by the Parties). All disputes hereunder that are not resolved by the City Manager and/or the negotiation of the Parties, must comply with the policies and procedures set forth in the City Code and California law.

9. Indemnification.

Lessee agrees to indemnify, defend and hold harmless the City, its agents, officer and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's acts or omissions with regard to the performance of any of the obligations under this Lease, including but not limited to the operation and/or maintenance of the Small Field. This indemnity obligation shall include any Worker's Compensation suits, liability or expense, arising from or connected with the uses performed by or on behalf of the Lessees and any person or entity appointed, hired, or delegated by Lessee pursuant to this Lease. Lessee's duty to indemnify City shall survive the expiration or other termination of this Lease.

The City shall indemnify, defend and hold harmless Lessee, its agents, officer and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's acts or omissions with regard to the performance of the City's obligations under this Lease, including any Worker's Compensation suits, liability or expense, arising from or connected with the uses performed by or on behalf of the City and any person or entity appointed, hired, or delegated by City.

10. Insurance.

Lessee shall obtain and maintain during the Term of this Lease, Insurance as follows:

General Requirements. Without limiting Lessee's indemnification of City, Lessee shall each provide and maintain at its own expense throughout the term of this Lease the hereinafter listed programs of insurance covering its operations hereunder. Such insurance provided by Lessee shall be provided by insurers satisfactory to City's Risk Manager, respectively, and a certificate or other evidence of coverage and certified copies of additional insured endorsements satisfactory to City, shall be delivered to the City's Risk Manager, before the effective date of this Lease. Such evidence of coverage shall specifically identify this Lease and shall contain the express condition that City, is to be given at least thirty (30) days advance written notice of any modification or termination of any program of insurance. All such insurance provided by Lessee shall be primary to and not contributing with any other insurance maintained by City. With the exception of workers' compensation insurance, all such insurance provided by Lessee shall name "City of Hollister, its elected officials, officers, employees, agents and representatives" as additional insureds.

At all times during the term of this Lease, Lessee shall provide and maintain the following forms and amounts of insurance:

- a. Liability. Comprehensive General Liability Insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises-operations, products/completed operations, independent contractors, advertising, contractual, broad form of property damage, and personal injury with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of not less than Five Million Dollars (\$5,000,000).
- b. Workers' Compensation. Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability.
- c. Comprehensive Automobile Liability. Endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident.
- d. Failure to Comply. Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which City may immediately terminate this Lease. Notwithstanding this requirement, in the event that Lessee fails to procure or keep in effect at all times the insurance coverage required herein, City may in its discretion procure said insurance on behalf of Lessee and charge Lessee, respectively, the full cost of the insurance and administrative costs.

11. Notices.

Any notice, consent, authorization or other communication to be given shall be in writing and deemed duly given and received when (a) delivered personally, (b) transmitted by facsimile, (c) one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or (d) three business days after being mailed by first class mail, charges and postage prepaid, and in all cases properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed.

In the case of notices to be given to the City, notice shall be addressed as follows:

City Manager
City of Hollister
375 Fifth Street
Hollister, CA 95023

With a copy to:
Recreation Supervisor
City of Hollister
300 West Street
Hollister, CA 95023

In the case of notices to be given to the Lessee, notice shall be addressed as follows:

Central Coast Athletics
Hollister Black Jacks Corporation
Attn: Andrew Barragan
355 Magladry Road
Hollister, CA 95023

Either party may change its address or other contact information by giving notice in writing to the other party as specified in this section.

12. Amendments.

This Lease shall only be amended by a writing signed by both Parties and approved by the Veterans' Park Commission, the Chair of the Board of Supervisors of the County, and County Counsel as to form.

13. Good Faith and Cooperation.

The City and Lessee agree that it is in their mutual best interest and in the best interest of the public that the City property be operated and managed as herein agreed and, to that end, the Parties shall in all instances cooperate and act in

good faith in compliance with all of the terms, covenants, and conditions of this Lease and shall deal fairly with each other.

14. Severability.

If any provision of this Lease, or the application of such provision to any party or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to such party or circumstance other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

15. Governing Law.

This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to that state's conflict of laws principles.

16. Entire Agreement.

This Lease contains the entire agreement of the Parties and supersedes all prior to contemporaneous written or oral negotiations, correspondence, understandings and agreements between the Parties regarding the subject matter hereof.

17. Parties in Interest.

Nothing in this Lease shall confer any rights or remedies under or by reason of this Lease on any party other than the Lessee and the City nor shall anything in this Lease relieve or discharge the obligation or liability of any third party to any party to this Lease nor shall any provision give any third party any right of subrogation or action over or against any party to this Lease.

18. Waiver.

Failure of either party to complain of any action, non-action or default of the other party shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action or default. Waiver by the Lessees or City of any right or any default hereunder shall not constitute a waiver of any subsequent default of the same obligation or for any other default, past, present or future. No payment by a party, or acceptance by the other party, of a lesser amount than shall be due from one party to the other shall be treated otherwise than as a payment on account. The acceptance by a party of a check for a lesser amount, with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and a party may accept such check without prejudice to any rights or remedies which it may have against the other party.

19. Construction.

This Lease has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and without strict construction in favor of or against any party.

20. No Assignment.



This Lease, nor any part of it nor any right or obligation arising from it shall be assigned without the express written consent of the Parties and the prior written approval of the Veterans' Park Commission, the Chair of the Board of Supervisors of the County, and County Counsel as to form.

21. Landlord Tenant Status.


The Parties shall at all times be acting as Landlord and Tenant. This Lease is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture or association as between the Parties. The Parties understand and agree that any of their personnel furnishing services to the City Property under this Lease are employees solely of the party which hired such personnel for purposes of workers' compensation liability and for purposes of receiving all other types of employee benefits. The Parties shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel hired by them for injuries arising from or connected with services performed under this Lease, and shall bear the sole responsibility and liability for furnishing all other employee benefits to any personnel hired by them.

22. Attorneys' Fees. In the event any Party hereto institutes an action or proceeding in a court of competent jurisdiction to enforce any rights arising under this Lease, the Party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees and costs. These costs include, without limitation, expert witness fees, investigation costs, costs of tests and analysis, travel and accommodation expenses, deposition and trial transcript costs and court costs. A court, and not a jury, will set all such fees and costs, all of which will be included in the judgment entered in such proceeding. In any arbitration proceeding, the arbitrator must appoint a prevailing party as part of the arbitrator's decision.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

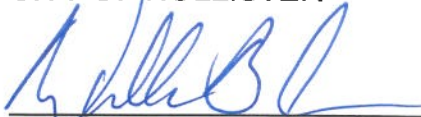
HOLLISTER BLACK JACKS CORPORATION, A California corporation	CENTRAL COAST ATHLETICS, A California corporation
By:  _____ Andrew Barragan, President	By:  _____ Andrew Barragan, Manager

APPROVED AS TO FORM:
L+G LLP, Attorneys at Law




Paul A. Rovella, City Attorney

CITY OF HOLLISTER



William B. Avera, City Manager

ATTEST:



Christine Black, Acting City Clerk

Consent of County

Having reviewed the Lease Agreement between the City of Hollister and the Hollister Black Jacks Corporation, a California corporation, by signing below, we hereby consent to and approve the Lease in accordance with the terms and provisions of the Operating Agreement.

Veterans' Park Commission

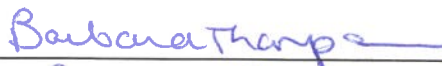
By: _____
Name: _____
Its: _____

San Benito County Board of Supervisors

By: _____
Name: _____
Its: Chair

As to form only.

County Counsel of the County of San Benito

By: 

Name: Barbara Thompson

EXHIBIT A

Premises

EXHIBIT A

Premises

Map of Premises

Veterans Memorial Park

Legend

- Small Softball Field
- Veterans Memorial Park
- Veterans Memorial Park

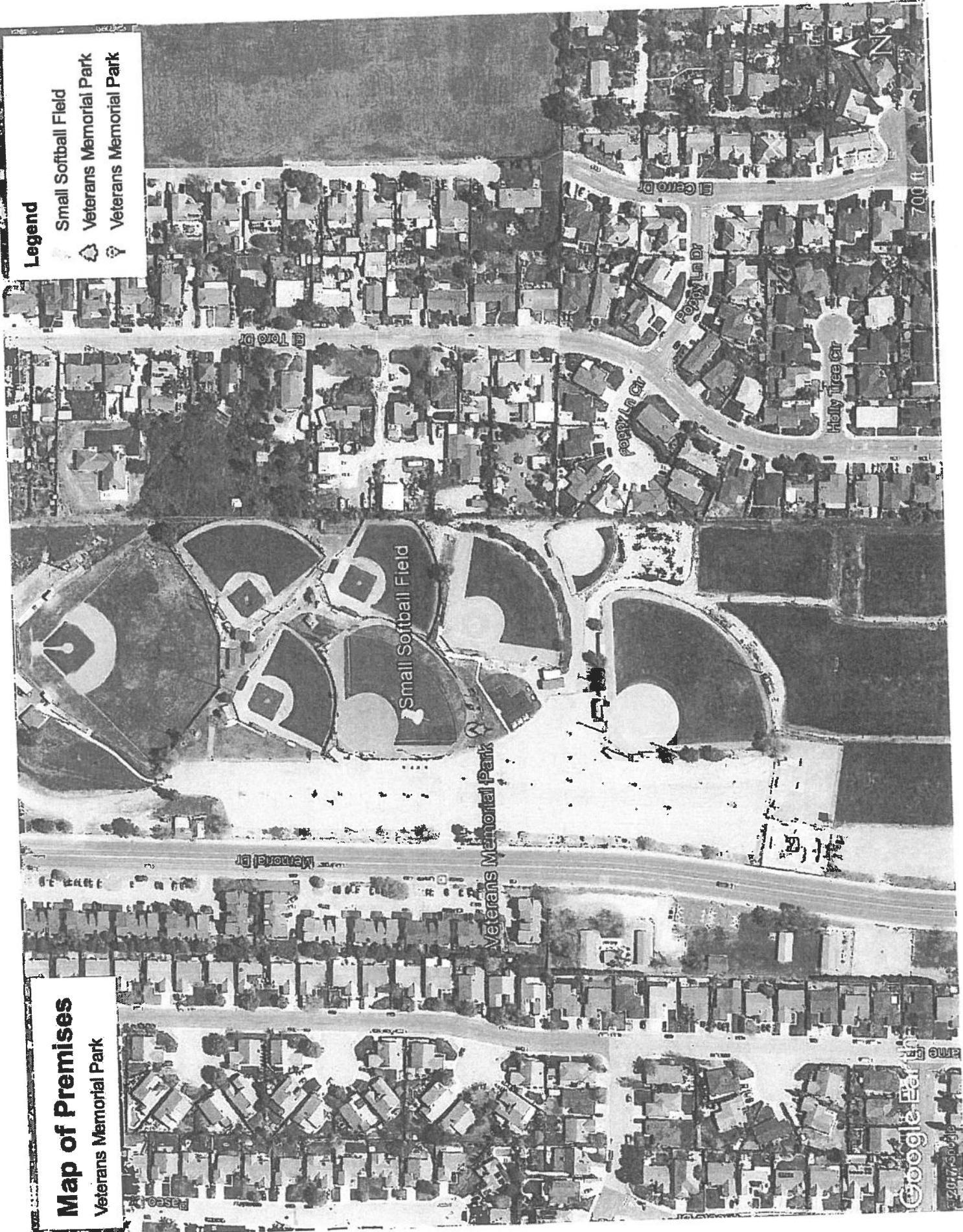


EXHIBIT B
Operating Agreement

OPERATING AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY"), and the CITY OF HOLLISTER ("CITY") enter into this Operating Agreement, effective on the date specified in paragraph 1.

TERMS

1. **DURATION:** This Operating Agreement shall commence on July 1, 1999 and terminate on July 1, 2009. Unless either party gives written notice to the other party thirty (30) days in advance of the expiration of the term, this Operating Agreement shall automatically renew for successive one (1) year terms under the contract terms specified in this agreement.
2. **DESCRIPTION OF PREMISES:** The premises subject to this Operating Agreement are a portion of the east side of Veterans Memorial Park. The premises are further described by the attached diagram which shall be called Attachment "A" and which is made a part of this Operating Agreement. As depicted on Attachment "A", other portions of Veterans Memorial Park are to be within the primary operating control of the community youth organizations, San Benito County Little League and Babe Ruth League. These portions of Veterans Memorial Park are covered by separate agreements and are not subject to this agreement.
3. **CONTROL OF PREMISES:** CITY shall have exclusive control of the premises designated in Attachment "A". "Control" shall mean that CITY will maintain and operate the premises as a public park and playground and that CITY shall have exclusive right to use the designated baseball/softball facilities for CITY Recreation Department programs during CITY's normal Recreation Department season and tournaments associated with the CITY Recreation Department programs. CITY shall provide for use of facilities by community groups or individual members of the public to the extent such use does not conflict with the exclusive right to use the facilities as specified in this paragraph. CITY shall ensure that any use of the premises is consistent with COUNTY Ordinance No. 167 ½.
4. **FEES:** CITY shall not charge any fee for use of the facilities by individuals or groups, except for charges incidental to the program offered through CITY's Recreation Department. CITY shall not charge residents of unincorporated areas of COUNTY more than CITY residents for participation in any CITY Recreation Department program at the premises. CITY shall obtain Veterans Memorial Park Commission (Commission) approval to charge fees for special events.
5. **OTHER ACTIVITIES:** Except as authorized by paragraph 3, City shall not allow any organized activities at the premises except those authorized by

COUNTY through a review by the Commission. Other organized events open to all COUNTY and CITY residents shall/may be approved by the Commission. If the Commission approves a CITY sponsored event, CITY shall pay to COUNTY 20% of all revenues received by CITY for such events.

6. **MAINTENANCE/OPERATION:** The maintenance of premises includes, without limitation, maintenance of all fields, back stops, dug outs, viewing stands, and other structures identified in Attachment "A". CITY shall maintain the premises in a reasonable condition and as further described herein. CITY shall operate premises in a reasonable manner.
7. **ENFORCEMENT OF REGULATION:** CITY shall enforce all CITY laws and regulations applicable to the premises, including those rules relating to dogs running at large and alcohol consumption.
8. **RESTROOMS:** CITY shall open all restrooms within the premises during the facilities use for CITY programs and events as authorized by CITY and CITY shall lock and secure the restrooms following such events. CITY shall immediately repair any damage to the restrooms caused as a result of CITY's failure to adequately lock and secure the restrooms.
9. **RECIPROCAL INDEMNIFICATION:** Each party ("the indemnifying party") agrees to indemnify, defend and save harmless the other party and the other party's officers, agents and employees, from and against any and all claims and losses whatsoever arising out of or in any way related to the indemnifying party's performance under this Operating Agreement, including but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys fees, court costs, investigation costs and experts fees) incurred by the indemnitee in connection with such claims. The indemnifying party's "performance" includes the indemnifying party's action or inaction, and the action or inaction of the indemnifying party's officers, employees, agents or subcontractors.
10. **CONDITION OF PREMISES:** CITY has inspected the premises, its furnishings and equipment, and have found them to be satisfactory. All plumbing, heating and electrical systems, if applicable, are operative and are deemed satisfactory.
11. **WATER:** CITY shall supply irrigation and domestic water to Veterans Memorial Park from its municipal water system at no cost to COUNTY.
12. **CITY BOOSTER PUMP:** CITY and COUNTY acknowledge that pursuant to a previous agreement between the parties, COUNTY has granted CITY the right to construct, install, maintain, operate and remove a booster pump with underground pipelines to and from the same location in the most northwesterly corner of Veterans Memorial Park. CITY and COUNTY agree

that CITY may continue to maintain and operate the booster pump and pressure tank together with underground pipelines to and from the same location in Veterans Memorial Park.

13. **CITY SERVICES:** CITY shall continue to provide storm drain and sanitary sewer service for the restrooms situated in Veterans Memorial Park through its municipal sanitary sewer system.
14. **PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING:** CITY shall not assign CITY'S interest under this lease, or sublet any portion of the premises.
15. **UTILITIES AND SERVICES:** CITY is responsible for payment of all utilities and service charges related to operating the premises.
16. **MISCELLANEOUS OBLIGATIONS:** CITY agrees to perform the following obligations:
 - (a) To keep the premises as clean and sanitary as their condition permits;
 - (b) To dispose of all solid waste deposited on the premises in a clean and sanitary manner;
 - (c) To use and operate properly all appliances and facilities, gas, and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits;
 - (d) To refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the premises or the facilities, equipment, or appurtenances, or permitting any person to do so who is on the premises with CITY's consent in connection with CITY sponsored events.
17. **CITY'S CONDUCT:** CITY shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings or residences. CITY shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the premises. CITY is responsible for all costs associated with any improper conduct or violations of any law or ordinance caused by CITY.
18. **USE OF PREMISES:** The premises are rented to CITY for the following purpose(s) only:

Public park and playground, including the exclusive right of use of ball fields to conduct organized sports for youth and incidentally for adults through CITY's

Recreation Department programs or through CITY sponsored programs as approved by COUNTY on a case by case basis pursuant to paragraph 5.

19. **CITY'S OBLIGATION TO MAINTAIN PREMISES:** CITY at it's cost shall maintain the premises in good condition. COUNTY shall not have any responsibility to maintain the premises. CITY waives the provisions of Civil Code §§1941 and 1942 with respect to COUNTY's obligations for tenantability of the premises and CITY's right to make repairs and deduct the expenses of such repairs from rent, should this agreement be construed as a lease.
20. **COUNTY'S RIGHT OF ENTRY:** COUNTY and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether CITY is complying with its obligations under this Operating Agreement.
21. **ALTERATION:** CITY shall not make any alterations to the premises without COUNTY's prior written consent, except as specified under paragraph seven. CITY shall make any request for alterations, not covered by paragraph seven to the Commission, which shall consider and decide any request.
22. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** CITY at its cost shall maintain public liability and property damage insurance with a combined limit of \$1,000,000.00 and property damage limits of not less than \$200,000.00 insuring against all liability of CITY and COUNTY and their authorized representatives arising out of and in connection with CITY's use or occupancy of the premises. In lieu of providing insurance, CITY may self-insure, provided that CITY's self-insurance provides substantially the same protection to COUNTY as the insurance required herein.
23. **CERTIFICATE OF INSURANCE:** Upon the execution of this agreement, CITY shall provide to COUNTY proof of self-insurance as required by this agreement. CITY further agrees to notify COUNTY in the event change in self-insurance occurs which change alters the obligations undertaken by CITY in this contract. Such notification shall occur within thirty (30) days of any change in self-insurance, which is an alteration of the obligations required by this contract.
24. **BREACH OF COVENANT:** The parties consider each and every term, covenant, and provision of this Operating Agreement to be material and reasonable.
25. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms of this Operating Agreement, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney's fees.

deposited in the U.S. mail, addressed as indicated above, with first-class postage fully prepaid.

CITY OF HOLLISTER

By: Richard K. Boone
Mayor
Hollister City Council

COUNTY OF SAN BENITO

By: [Signature] 6/22/99
Chair
San Benito County Board of Supervisors

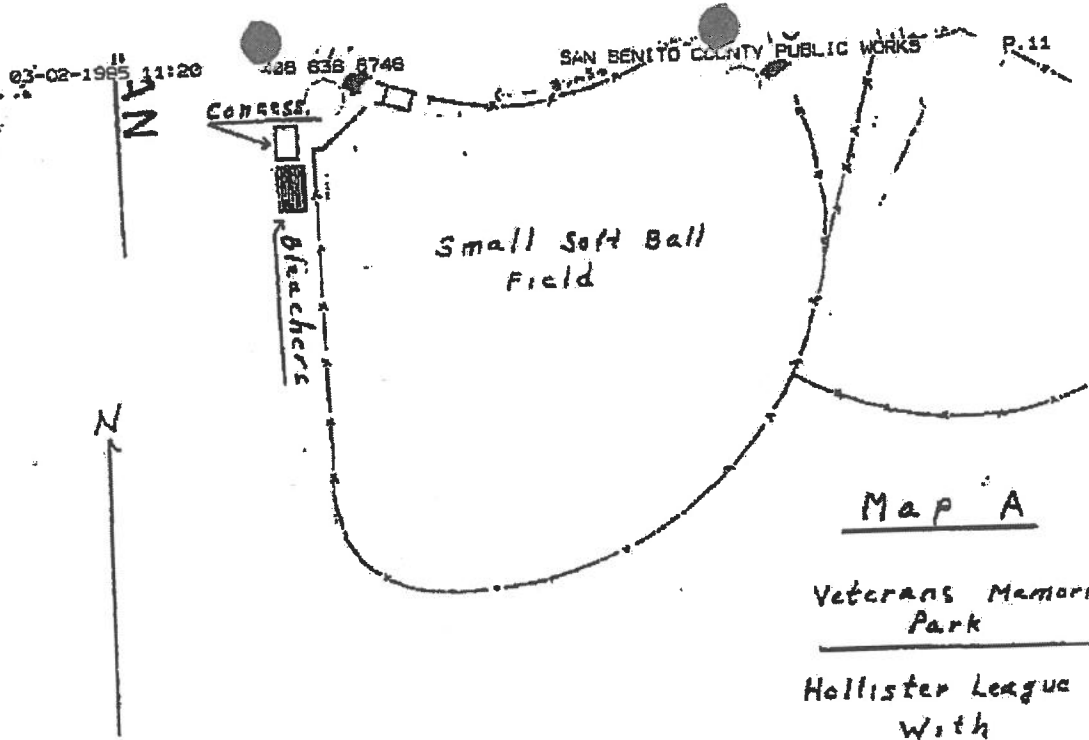
Approved as to legal form:

[Signature] 6/16/99
Steven R. Sanders, County Counsel

Approved as to legal form:

Elaine M. Cass
Elaine M. Cass, City Attorney

Attachment "A"



Map A

Veterans Memorial Park

Hollister League Fields
With
Ball Field Lighting Syste.

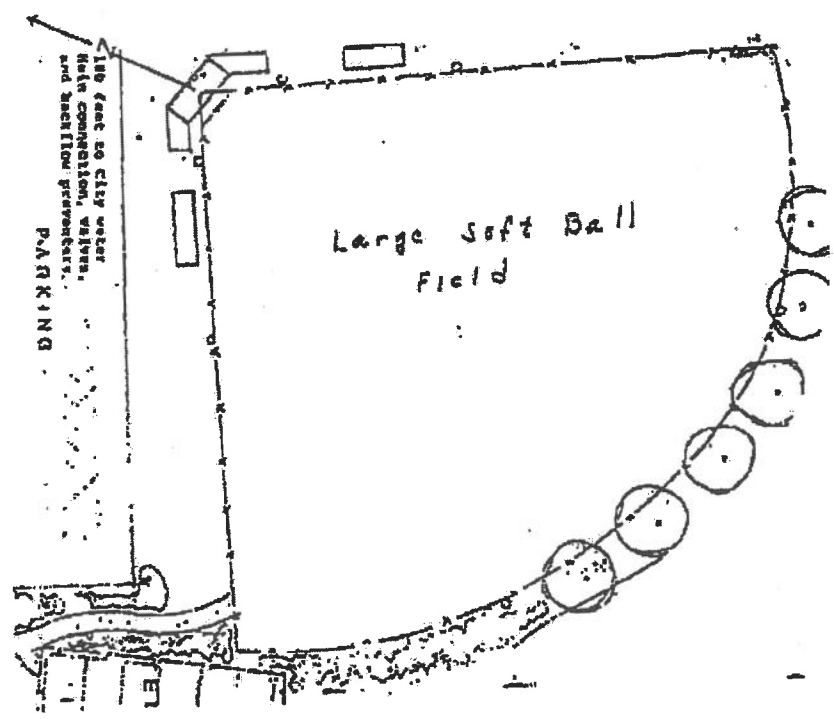


Exhibit C

Amendment

RESOLUTION 2016-06

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER
AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE 1999
OPERATING AGREEMENT FOR FIELD AT VETERANS MEMORIAL PARK**

WHEREAS, the City of Hollister and the County of San Benito have entered into an Operating Agreement; and

WHEREAS, there is a desire by both parties to amend a portion of the agreement affecting the small softball field; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister hereby authorizes the Mayor to execute an addendum attached as Exhibit A to the 1999 Operating Agreement.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held this 1st day of February, 2016, by the following vote:

AYES: Council Members Klauer, Gomez, Friend, Luna, and Mayor Velazquez.

NOES: None.

ABSTAINED: None.

ABSENT: None.



Ignacio Velazquez, Mayor

ATTEST:


Thomas A. Graves, CMC, City Clerk

APPROVED AS TO FORM:

L+G LLP, Attorneys at Law


City Attorney

**DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER**

Exhibit A

ADDENDUM TO OPERATING AGREEMENT WITH THE CITY OF HOLLISTER RELATING TO THE SOFTBALL FIELDS AT VETERANS MEMORIAL PARK

This addendum is hereby made part of the 1999 "Operating Agreement" between the County of San Benito ("County") and the City of Hollister ("City"), which is attached hereto as Exhibit "A" and incorporated herein by this reference.

The parties agree to the following terms and conditions which shall be now incorporated by reference into the agreement:

1. Paragraph 14 of the Operating Agreement shall be amended to read as follows:

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING: CITY shall not assign CITY'S interest under this lease, or sublet any portion of the premises except as stated below:

The CITY may sublet or assign its interest in the Small Softball Field if the sublease or assignment agreement is reviewed and approved by (a) the Veterans Memorial Park Commission, (b) the Chair of the Board of Supervisors (who may in his/her discretion agendize the matter for full Board approval), and (c) as to legal form by County Counsel.

Any sublease or license shall terminate upon the termination of the Operating Agreement between the County of San Benito and the City of Hollister, upon 30 days prior written notice to Sublease or Licensee of such termination.

Any sublease or license agreement shall not relieve the County and City's mutual obligations to one another under the Operating Agreement.

2. All other terms and conditions of the agreement remain unchanged.

County of San Benito

By: [Signature]
Robert Rivas, Chair
San Benito County Board of Supervisors

Date: 1/26/16

APPROVED:

By: [Signature]
Matthew W. Granger, County Counsel

Date: 3-22-2016

CITY OF HOLLISTER

By: [Signature]
Ignacio Velazquez
Mayor, City of Hollister

Date: 2-1-2016

APPROVED:

By: [Signature]
City Attorney

Date: 2-1-2016

INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2019, by and between the COUNTY OF SAN BENITO, hereinafter "COUNTY" and the Hollister Black Jacks Corporation, a California Corporation, and Central Coast Athletics, LLC (a California limited liability company), collective LESSEE. For purposes of this Agreement, "COUNTY" shall be defined to include COUNTYs officers, elected officials/commissioners, employees, agents, and agencies. COUNTY and LESSEE agree as follows:

LESSEE agrees to indemnify, defend and hold harmless the COUNTY, its agents, officer and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with LESSEE's acts or omissions with regard to the performance of any of the obligations under the April 2017 Lease between the City and LESSEE for the use of the small ball field at Veterans Park ("Lease"), including but not limited to the operation and/or maintenance of the Small Field. This indemnity obligation shall include any Worker's Compensation suits, liability or expense, arising from or connected with the uses performed by or on behalf of the LESSEE and any person or entity appointed, hired, or delegated by LESSEE. LESSEE's duty to indemnify County shall survive the expiration or other termination of the Lease. Notwithstanding the above, LESSEE's liability for indemnification pursuant to this agreement shall be limited to a maximum amounts set forth in paragraph 10 of Lessee's agreement with the City.

LESSEE acknowledges that Paragraph 20 of the agreement with the City provides that LESSEE may not assign any part of the sublease to any other party without the consent and approval of the City of Hollister, the Vets Park Commission, the Chair of the County Board of Supervisors and County Counsel. LESSEE acknowledges that if any such assignment ~~which~~ is approved, it shall ensure that the ASSIGNEE also indemnifies the County in the form set forth in this Indemnification Agreement.

LESSEE irrevocably agrees to hold LESSEE's offer to enter into this agreement until the agreement is accepted and fully executed by the County Board of Supervisors. The obligations specified herein shall be made, and are binding on the successors in interest of the LESSEE, whether succession is by agreement, by operation of law or by any other means. This Agreement contains the entire agreement of the parties, and any representations, inducements, promises, or agreements otherwise between the parties that are not embodied herein, or incorporated herein by reference, are invalid and lack any force or effect. Further, no terms or provisions hereof may be changed, waived, discharged, or terminated, unless the same is in a writing executed by the parties hereto. This agreement shall be construed as being mutually drafted by both parties. Both parties are represented by counsel or have waived their right to consult with counsel after being informed of their right to do so.

LESSEE (S)

Date: 3/27/19
Date: / /

By: 
By: _____

COUNTY:
Date / /

By: _____
Chair, Board of Supervisors

Attest:

Approved as to Legal Form:

Clerk of the Board

County Counsel

