



SAN BENITO COUNTY VETERANS MEMORIAL PARK COMMISSION

Maria Spandri

Peter Hernandez

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

**SPECIAL MEETING
Tuesday, September 29, 2020
5:00 PM**

THE ATTENDANCE AT THE MEETING IS OPEN TO THE PUBLIC AS OF JULY 9, 2020, UNDER THE CONDITIONS LISTED BELOW IN COMPLIANCE WITH EXECUTIVE ORDER N-29-30. The public may also join meeting by Zoom: <https://zoom.us/join> per instructions below:

TEMPORARY PROCEDURES FOR COMMISSION MEETING:

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, members of the Boards and Commissions are allowed to attend the meeting via teleconference and to participate in the meeting to the same extent as if they were present.

For the safety of public and county employee, please note the following. As of July 9, 2020 the Vet's Memorial Park Commission meetings will be open to the public, under the following conditions:

- a) All attendees must comply with the State of California's face covering requirements, found at:
https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf**
- b) All attendees must follow social distancing (6 feet) requirements while in-line and inside the County Administrative Building.**
- c) If you are exempt from the state face covering guidance (above), you must wear a face shield which will be provided to attend the meeting. If you cannot, or choose not to, wear a face covering or face shield, you may participate in the meeting by the Zoom call-in below.**
- d) All attendees must comply with any other rules of procedure/instructions announced by the Commission/County Staff.**
- e) Due to Social Distancing Requirements, seating is limited for the Public. It is a first-come first serve, basis, except any members of recognized press entities shall be given priority.**

FAILURE TO COMPLY WITH THE ABOVE GUIDELINES:

A) The individual will be asked to leave the room.

B) The Chair will call a recess of the meeting.

C) If the recess does not result in the individual complying with the above requirements or leaving the meeting, the Commission may close the meeting to the public and resume the meeting exclusively through Zoom and phone-in participation, at any point during the meeting.

The meeting will continue to be available through Zoom with the instructions as follows below:

Members of the public are encouraged to participate in Board meetings in the following ways:

ZOOM INSTRUCTIONS FOR REMOTE PARTICIPANTS:

Three ways to attend zoom meetings: over the phone, on a web browser, or through the Zoom App. Each meeting will have a meeting ID and password, which is a unique number associated with an instant or scheduled meeting.

1. Over the phone (Audio Only: (669) 900-6833 or (408) 638-0968.

2. Open the Web-browser: <https://zoom.us/join>

3. Smart Device Application:

***Apple App store: <https://apps.apple.com/us/app/id92276299884>**

***Android App store:**

<https://play.google.com/store/apps/details?id=us.zoom.videomeetings>

922 7629 9884

Zoom Audio Only (phone)

If you are calling in as audio-only, please dial (669) 900-6833 or (408) 638-0968.

1. It will ask you to enter the Meeting ID #969 7897 8315, followed by the “#” key, which can be found at the top page of the agenda. The meeting agenda can be found at <http://cosb.us/>

2. It will then ask for a Password #095091, press the “#” key to continue.

3. Once you enter the zoom meeting, you will automatically be placed on mute.

Zoom On Web-browser or Zoom app on Tablet or Smartphone

If joining through web-browser launch: <https://zoom.us/join> or launch the Zoom app on your Tablet or Smartphone

1. Select “JOIN A MEETING”

2. The participant will be prompted to enter Meeting ID #922 7629 9884 and Password #302336 to join the meeting. Which can be found at the top page of the agenda. The meeting agenda can be found at <http://cosb.us/>

3. Participant can launch audio through their computer or set it up through the phone.

4. Public Comment: select the “Participants Tab” and click “Raise hand” icon, the zoom facilitator will unmute you when your turn arises.

1. Call to Order:

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

2. Consent Agenda

- a. Approval of Minutes of the August 28, 2020 special meeting.

3. Discussion/Action Items:

- a. Approve amendment to License Agreement for the use of Veterans park as a site to facilitate (2) two additional drive in-moves facilitated by the City Of Hollister through October 31, 2020 and delegate authority to staff to make future minor change to this agreement to extend dates or add additional showings with County Counsel approval.

4. 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 Special Meeting of September 29, 2020 was posted on the 28th day of September, 2020 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, Jennifer Frechette, certify under penalty of perjury, that the foregoing is true and correct.



**JENNIFER FRECHETTE, CLERK OF
THE BOARD OF SUPERVISORS**



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SPECIAL MEETING
Friday, August 28, 2020
2:00 PM

MEETING MINUTES

1. **Call to Order** – The meeting was called to order at 2:06 p.m. by Commissioner Duffy.
 - a. Pledge of Allegiance was led by Commissioner Duffy.
 - b. Roll Call – Jennifer Frechette took roll call, all Commissioners were present, Commissioner Hernandez and Spandri joined at item 3.
 - c. Acknowledges Certificate of Posting.

Commissioner Duffy made a motion to approve Certificate of Posting, seconded by Commissioner Medina. (3/0 vote)

PUBLIC COMMENT

No one from the public wished to speak.

2. **Consent Agenda**

- a. Approval of Minutes of the March 2, 2020, special meeting.

*Motion by Commissioner Duffy to approve the minutes as presented.
Seconded by Commissioner St. John. (3/0 vote)*

3. **Discussion/Action Item**

- A) **Receive informational presentation and update from HHSA/Public Health Services on the respiratory disease coronavirus, also known as COVID-19 as it relates to sports.**

(Commissioner Hernandez Joined)

Tracey Belton director from HHSA provided information on Youth Sports, COVID19 and governor updates. There is a new Tier system for reopening. There are four tiers/colors. The County is on the most restrictive, tier 1, color purple & widespread. The tiers focus on positivity rate and positive cases. Indoor barbers' shops, salons, retail 25% capacity, allowed to open August 31st in County. The information is provided on governor's website.

Tina Garza from City of Hollister Parks and Recreation said that most user groups of the vets' park's fields, are asking when they can start using the fields, start practicing, gathering, & offering clinics? She just received a request to use Softball fields for Pop Warner who wants to start their clinics.

Tracey Belton responded that Youth sports/outdoors guidance has just been released, Cohort for youth sports is 14. The intention of guidance is for not to have games but to only do strength conditioning; emphasis on the cohort staying the same. They cannot add other students to cohort to reduce the spread. Contact tracing has gone back to the mixing of individuals. There has been an influx of children testing positive in last couple of weeks.

Tina Garza did receive some information on Youth Sports guidance and asked if a reservation of a field has made, is guidance to be attached on the receipt? That groups must maintain under 14? And asked if it was their responsibility to do so.

Tracey Belton responded if authorization is being granted, then it is recommended that guidance be included so that groups are aware of what needs to be followed and what is allowed.

(Commissioner Spandri Joined)

Commissioner Spandri had a question on restroom use, cleaning, and monitoring of porta potties, hand washing, and to how to keep them safe.

Tracey Belton stated she was not sure if there is guidance in the youth sports for restrooms that she recalls. Assume there is but if no guidance is available than following outside/gym guidance should be referenced to. Keep in mind how the virus spreads. To continue cleaning schedules and only allowing restroom use to one person at a time.

Commissioner Spandri responded that the soccer team have porta potties and a rented hand washing station that is outdoors.

Tracey Belton responded that there are a variety of things to think about to fully function in these settings. Most of the responsibility will fall on Coaches and adults to take on the role of maintaining the procedures.

Megan Crable from the Health and Human Services Department stated that this is not group practice but Individual strength conditioning in a group environment.

B) Approve addendum to the lease agreement between the City of Hollister and the Hollister Black Jacks Corporation and CAL A's LLC.

Barbara Thompson from County Counsel provided information on the addendum which has been under negotiations, to move forward. Paragraph 1 indicates that there will be a residency requirement for a % of players on the team, to confront the issue of not enough Hollister players use fields. To be 65% residency or more from S.B.C. Field usage with the following use; City of Hollister, exclusive Mon/Friday/Sat.; Black Jacks, Exclusive Tues/Thurs/Sundays; Wednesday priority use if not using City of Hollister can schedule. Last step will to approval by the City of Hollister and San Benito County to be Final to run through April 1st, 2022 and will be subject to modifications.

Commissioner Duffy asked what field will be priority on Wednesdays?

Dulce Alonso responded that it is the small field.

Barbara Thompson added that language can be added to specify that it is the small field.

Joe from Black Jack's has made a commitment to maintain the small field.

Public comment was opened.

No one from the public wished to speak.

Commissioner Duffy made a motion to approve the addendum to the lease agreement between the City of Hollister and Hollister Black Jacks Corporation and CAL A's LLC seconded by Commissioner Spandri (4/0 vote)

C) Approve License Agreement for the use of Veterans park as a site to facilitate (3) three drive in-moves facilitated by the City of Hollister.

Dulce Alonso, Management Analyst provided information on the item. It is a licensing agreement between City and County. This would be for the City to use the Veterans park as a drive-in movie site. Three dates have been selected September 18, 25, and October 9, 2020. The City of Hollister has been working with the Health and Human Services Agency to follow the guidance put out with social distancing. This would be a free event.

Commissioner Spandri questioned what is the limit of cars that can be present?

Dulce Alonso responded that a capacity was not added in the agreement.

Tina Garza from Parks and Recreation added that it is around 50/60 cars that will be able to attend and that a registration process is in place and will be required to fill out upon arrival.

Dulce Alonso shared a map of layout.

Commissioner Spandri asked if there will be space between vehicles and how people will be monitored regarding getting out of their cars to use restrooms.

Tina Garza responded yes to space between vehicles and people will be monitored using the guidelines that were approved, only recommending that people step out of their vehicles is to use the restroom. Individuals will not be allowed to walk in only by vehicle. Portable restrooms will be used and wiped down, masks will be required, and no outside vendors. Attendees will need to bring their own snacks.

Public comment was opened.

No one from the public wished to speak.

Commissioner Spandri asked if other groups would like to use the parking lot who do they need to contact and how would they go about getting approval?

Commission Medina suggested that a list be made, and all be approved together.

Dulce Alonso stated that they will reach out to the Public Health Department.

Tracey Belton suggested that whoever is allowing the use of facilities that the guidance be referenced, Public Health does not need to approve everything. Have the groups present some guidelines and work together to set something up. Reach out to Megan Crable if something is "iffy".

Tina Garza stated that recreation will come up some guidelines and will share once they are ready.

Commissioner Medina made a motion to agreement for use of Vet's Park as a site for 3 drive in movies, Seconded by Commissioner Duffy (4/0 vote)

4. Adjournment:

Motion made by Commissioner Medina and seconded by Commissioner St. John to adjourn the meeting; Meeting adjourned at 2:46 p.m. (4/0 vote)

AMENDMENT TO LICENSE AGREEMENT

1

The County of San Benito ("COUNTY") and City of Hollister ("CITY") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CITY acknowledge that the parties entered into an agreement, dated September 8, 2020.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of October 8, 2020, to a new expiration date of October 31, 2020.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

The City shall provide two additional movie showing: from October 10, 2020 to October 31, 2020 and notify COUNTY of the two dates.

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- ☒ The payment terms in the original contract (Exhibit 1) are not modified.
☐ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☐ The payment terms are modified only as specified below:

Modified or New Payment Terms:

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☐ a total sum not to exceed \$ _____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☒ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply: (Specify)

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CITY

Name/Title:_____

Date

COUNTY

San Benito County

Ray Espinosa, County Administrative Officer

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Date

EXHIBIT 1
TO AMENDMENT # _____

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)



COUNTY OF SAN BENITO

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the 8 day of September, 2020 by and among the City Of Hollister, a municipal corporation ("City"), and the County of San Benito, a subdivision of the State of California ("County").

WHEREAS, The City is a public entity and a municipal corporation.

WHEREAS, The City desire to facilitate a drive-in movie event at Veterans memorial park that is free to the public.

WHEREAS, parties realize the benefits of promoting events that encourage social distancing and provide safety guidelines to entertain and engage San Benito County residents.

WHEREAS, the Parties desires to memorialize the terms and obligations pursuant to which the City will provide its services to the sponsor Drive-in event.

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **Services.** City shall provide a free drive-in movie ("Event") in accordance with the terms of this Agreement ("Services"). The City shall have exclusive control of operation of the Event, the feature and character of which shall be reasonably satisfactory to the County.
 - a. City shall provide three movie showings, on Friday, September 18, 2020; Friday September 25, 2020; and October 9, 2020.
2. **Term.** The Term of this Agreement shall commence on Friday, September 18, 2020 at 8:00 a.m. and expire at 4:59 p.m. on Saturday, October 10, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** City shall not commence the Services under this Agreement until after submitting all required documents and receiving written County approval regarding the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - a. This signed Agreement.
 - b. All required insurance certificates and endorsements, as set forth herein.

4. **Independent Contractor.** The City, in the performance of this Agreement, shall be and act as an independent contractor. City understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the County, and are not entitled to benefits of any kind or nature normally provided employees of the County.
5. **Materials.** The City shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
6. **County's Responsibilities.**
 - a. County agrees to furnish, free of costs and expense to Vendor, through this license agreement, authorization to use a portion of Veterans Memorial Park, located at 1023 Memorial Drive, in Hollister, California, 95023 ("Site"). The location to be used is specifically described as follows:
 - i. The northern end of the Veterans Memorial parking lot. City agrees to accept this location on an as-is basis, and is satisfied as to the suitability and condition of the location for the event to occur. Attachment A depicts a map of site location.
7. **City's Responsibilities.**
 - a. City must obtain any and all other required permits, including any County health permits, and other operating/temporary use permits as may be required to perform the Services in accordance with the terms and obligations set forth therein and in this Agreement.
 - b. City must provide any necessary security and/or law enforcement if required.
 - c. In keeping with its title, "Cleanest Show in the West," City shall clean the portion of the Site utilized during Event and leave said Site clean and orderly, in accordance with the County's rules for its park users.
 - d. City shall confirm that its employees, agents, and volunteers performing any portion of this Agreement at the Event shall not have been convicted or have a pending adjudication of a violent felony or a serious felony as defined in section 667.5(c) and section 1192.7(c) of the Penal Code, respectively. City's execution of this Agreement signifies its certification of its compliance with this provision.
8. **Termination.** County may, at any time, with or without reason, terminate this Agreement immediately by sending written notice to City.
9. **Indemnification.** To the furthest extent permitted by California law, City shall defend, indemnify, and hold harmless the County and its Board of Supervisors, and their agents, representatives, officers, consultants, employees, trustees, attorneys, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to this Agreement, the services rendered hereunder, and the activities related thereto,

including those acts of City's agents and subcontractors in connection therewith. City further agrees to indemnify the County from any financial or tax liability arising from its status as an independent contractor, as well as any and all copyright claims, infringement claims, or other similar claims related to the Agreement. The duty to defend is separate and in addition to the duty to identify and hold harmless.

10. General Insurance Requirements: Without limiting the City's duty to indemnify the County, City shall comply with the insurance coverage requirements set forth in this Agreement and shall satisfy the following requirements:

- a. Each policy shall be issued by a company authorized by law to transact business in the State of California.
- b. The required coverage shall be maintained in effect throughout the term of this Agreement.
- c. The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents, and employees as additional insureds,
- d. The City's shall require all subcontractors performing work under this agreement to obtain substantially the identical insurance coverage required of the City pursuant to this Agreement.

11. Insurance Requirements. The City shall maintain the following insurance policies in full force and effect during the term of this MOU:

- a. Comprehensive General Liability Insurance. The City shall maintain comprehensive general liability insurance, covering all of the City's operations with a combined single limit of \$1,000,000.00.
- b. Comprehensive Motor Vehicle Insurance. City shall maintain a comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00.
- c. Workers' Compensation Insurance: City shall maintain a workers' compensation plan covering all of its employees as required by California law.

12. Certificate of Insurance. City must file certificates of insurance with the County showing that the City, and any of its agents or subcontractors, have in effect the insurance required by this agreement before taking any action under this Agreement and providing any services under this Agreement.

13. Agreement Administrators. All matters concerning this Agreement which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective Agreement administrators or to the party's employee specified, in writing, by the Agreement administrator. A party may, in its sole discretion, change its designation of its Agreement administrator and shall promptly give written notice to the other party of any such change. The parties' agreement administrators are:

County's Administrator:

Ray Espinosa, CAO

481 Fourth Street

Hollister, CA 95023

Email: respinosa@cosb.us

Telephone No.: (831) 636-4000

Facsimile No.: (831) 636-4010

City's Administrator:

Tina Garza, Recreation Supervisor

300 West Street

Hollister, CA 95023

Email: tina.garza@hollister.ca.gov

Telephone No.: (831) 636-4390

X1317

- 14. Assignment.** Neither this Agreement nor the obligations to this Agreement shall be assigned by the City.
- 15. Compliance with Laws.** City shall observe and comply with all rules and regulations of all federal, state, and local laws, ordinances and regulations, and shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified.
- 16. Anti-Discrimination.** In connection with all work performed under its contracts, there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. City agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, City agrees to require like compliance by all of its subcontractor(s).
- 17. California Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Benito County.
- 18. Effective Date.** This Agreement will be valid and effective upon execution by all Parties and approval by the City Council and the County's Board of Supervisors. One fully executed copy shall be circulated to each Party upon full execution.

19. Approval by the Veterans Board. The execution of this Agreement by the County is hereby conditioned upon the Veterans Board also on August 28, 2020 at 2:00 p.m..

CITY OF HOLLISTER



By: Tina Garza, Recreation Supervisor

SAN BENITO COUNTY



By: Ray Espinosa, CAO

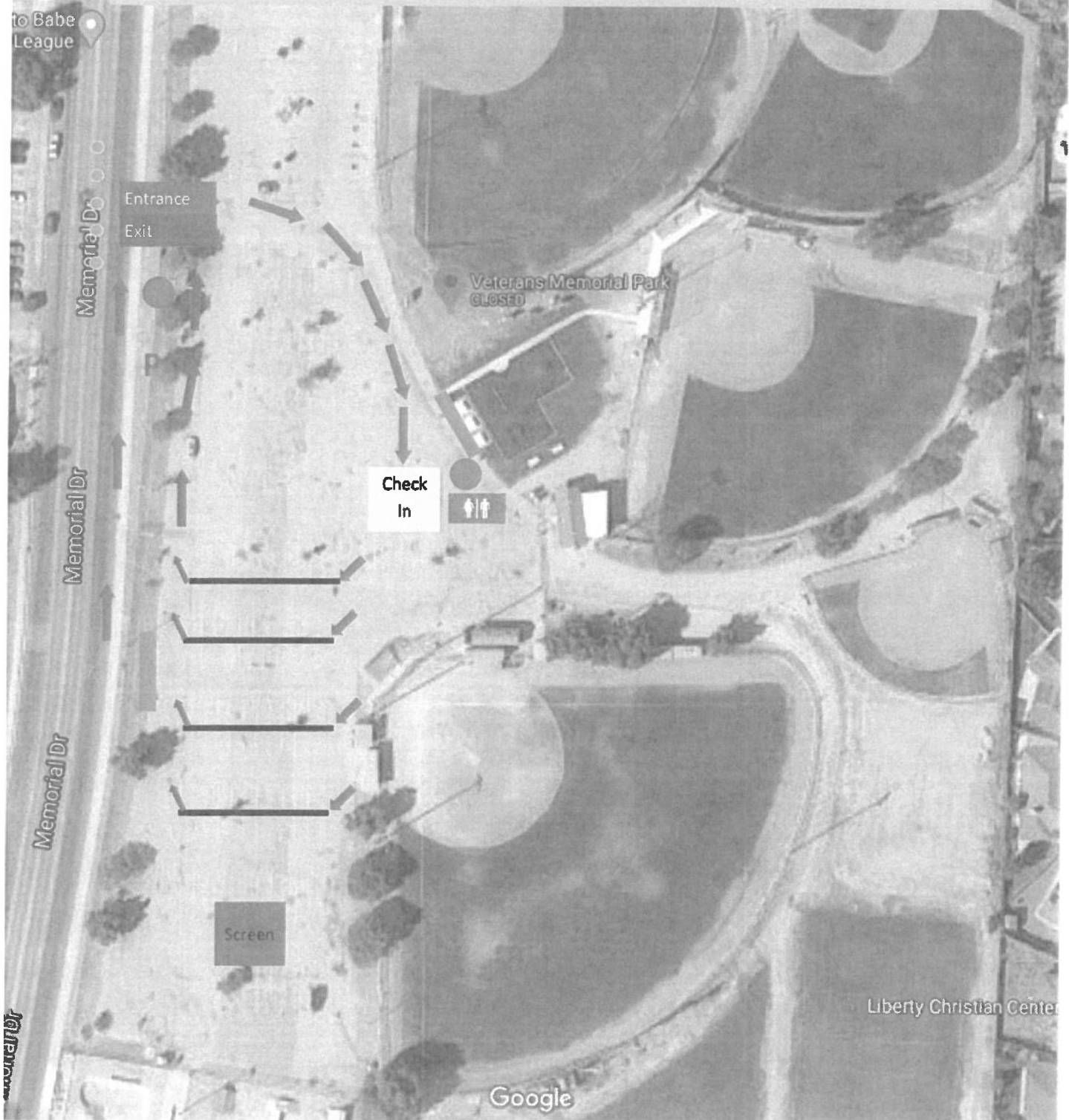
APPROVED AS TO LEGAL FORM:







San Benito County Counsel's Office



By: Reed Gallogly, Deputy County Counsel

Attachment A: Map Movies Under The Stars Veteran's Memorial Park



- | | | | |
|---|---------------------------------|---|----------------|
|  | Social Distance Banner |  | Delineator |
|  | Mask Required Banner |  | Cone |
|  | Permit Required to Enter Banner |  | Port-o-potties |

- Reservation Permit must be shown before entering park.
- Moviegoers must stay in their vehicles before and during the movie unless using the restroom.
- Children under age 11 must be accompanied by an adult when outside the vehicle.

End of Attachment A