



CITY OF MARTINEZ

PARKS, RECREATION, MARINA & CULTURAL
COMMISSION

DATE: March 16, 2011
TO: Parks, Recreation, Marina & Cultural Commission
FROM: Mitch Austin, Recreation Manager
SUBJECT: Bocce Ball Rental Policy

RECOMMENDATION

Review and discuss information provided and direct staff on next steps.

BACKGROUND

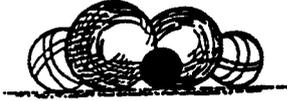
The PRMCC Chair was approached by a community member expressing concerns regarding the rental policy for the bocce ball courts at Waterfront Park. The City does not rent the bocce ball courts, interested users are directed to the Martinez Bocce Federation. This works from a scheduling standpoint because of all the activity that happens at the courts, the organization is best suited to work in rentals.

Attached is the Facility Use agreement the City has with the Martinez Bocce Federation. The agreement does not address the rental of the courts or subletting of the courts to others. It does however require an annual report on their activities be made to the "Parks and Recreation Commission" which would not come to the PRMCC. This agreement does not expire until 2018. Staff recommends asking the Martinez Bocce Federation to make a presentation to the PRMCC to include a comprehensive league status and summary of bocce court rentals and practices for renting courts.

Attachments: Bocce Ball Facility Use Agreement

Martinez Bocce Federation

P.O. Box 642



Martinez, CA 94553

CITY OF MARTINEZ AND MARTINEZ BOCCE FEDERATION FACILITY USE AGREEMENT

This Agreement of January, 1998, is entered into between the City of Martinez, a Municipal Corporation, hereinafter known as the "City", and the Martinez Bocce Federation, hereinafter known as "Federation".

The City owns and operates a fourteen court bocce complex at the Martinez Shoreline Regional Park. Federation, an organization existing for the purpose of promoting the social and physical aspects of bocce play, desires to accomplish that goal through the aforementioned bocce complex.

City desires to promote recreational opportunity for the health and welfare of its citizens and, therefore, City agrees to allow Federation to utilize the bocce complex, and Federation agrees to use said complex under the following conditions and considerations:

1.0 Term: The term of this Agreement is ten (10) years from the date specified above, and the Federation shall have the option of renewing this agreement for an additional ten (10) years under the same terms and conditions.

2.0 Federation's Duties: Federation agrees:

2.1 To promote, organize, and conduct bocce tournaments, leagues, and bocce related social activities for any person who wishes to engage in such activities and as long as such persons are willing to abide by the reasonable rules of the Federation.

2.2 To not discriminate against any person on the basis of race, religion, national origin, or sex in its performance of the obligations or its exercise of the privileges provided herein.

2.3 To maintain the bocce complex at a normal level of City standards for park areas.

A. Exception: The City shall provide daily trash collection and restroom servicing as well as water, electricity and any additional services that may reasonably be necessary.

2.4 Any improvements or modifications by the Federation to the complex be presented to the City's appointed Park and Recreation Commission for review and approval.

2.5 To schedule programs and activities with the Leisure Services Department so as to avoid conflicts with other City programs or park use. Schedules of basic activity will be presented to the City's Leisure Services Department no later than May 1 of each year.

2.6 If Federation employs any persons in connection with the performance of this contract, such persons shall be fully insured as required by the provisions of the Labor Code of the State of California relating to Workers' Compensation Insurance, and the Federation shall hold the City free and harmless from all liability from any cause that may arise by reason of the injuries to any employee of Federation who are injured while performing any work of labor necessary to carry out the provisions of this Contract. Should the Federation secure an employee work force the attached Exhibit "B" must be provided to the City.

2.7 To indemnify, defend and save harmless City, its officers, agents and employees from and against any and all claims, demands, losses, defense costs, attorney's fees or liability of any kind or nature which City, its officer, agents and employees may sustain or incur or which may be assessed by any person, including Federation, for injury to or death of persons or damage to property, however arising, connected with actions, obligations, etc. of Federation, its agents and employees, under the terms of this contract excepting only liability arising out of the sole negligence or willful misconduct of City.

2.8 To assume all responsibility for damages to property or injuries to persons directly or indirectly caused by services or equipment provided by Federation furnished under the contract or the condition of the bocce complex. Federation shall take out and maintain, during the life of the contract, such public liability and property damage insurance in the amount of \$1,000,000 satisfactory in form to the City and with the City added as an additional named insured, as shall protect Federation and City from claims for damages or personal injury, including accidental death, as well as for claims for property damage which may arise from or out of this contract, whether by Federation, its subcontractors or anyone directly or indirectly employed by Federation.

A. Each such policy of insurance shall be endorsed to provide; "It is agreed that any insurance maintained by the City of Martinez shall apply in excess and not contribute with insurance provided by this policy." It is further agreed that the coverages afforded shall apply as if separate policies were issued to each (cross liability).

B. "All rights or subrogation are hereby waived against the City of Martinez and the members of its City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment.

C. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the City of Martinez.

a) A Certificate of Insurance is to be submitted on the City of Martinez form, a copy of which is attached as Exhibit "A". The Certificate must be signed by the insurance companies named and properly notarized and be on file with City prior to any formal competition.

b) A properly executed endorsement for the additional coverages and conditions is required and must be signed by the insurance companies named.

2.9 The City recognizes that the Federation is unique in the area of community based recreational activities. City acknowledges that with the encouragement of the City the Federation, since its inception in 1974, has always been self sufficient, has never asked for any revenues from the City and has contributed over \$250,000.00 for the construction, maintenance and improvement of its facility, all to the benefit of The Shoreline Park, and has produced a significant degree of good will for the City.

A. With the above in mind, effective January 1, 1998, the Federation agrees to pay the City an annual fee of \$2,000.00 for the use of the Waterfront Park Bocce Court Facility area and for the cost of services the City currently provides (electricity, water and garbage collection) and any additional services they may provide in the future.

B. If during the life of this agreement the City's financial situation should significantly improve (a municipal budget contingency fund that exceeds 3% at the beginning of any fiscal year), the above mentioned fee will be abolished for that fiscal year. Further, the above mentioned fee will be deleted if the City ceases to charge fees to any other community recreational activity.

3.0 The Federation agrees to make an annual report to the Park and Recreation Commission for the purpose of a comprehensive league status report and provide Commission with Federation recommendations regarding the growth of bocce in Martinez.

4.0 Authority: Federation represents that it has, by properly and duly adopted resolution, authorized the signing of this contract and authorized the person named below to sign on its behalf.

5.0 Termination: Either party may terminate this Agreement for substantial non-compliance by giving the other party written notice of termination thirty (30) days in advance of the date of the desired termination.

6.0 Notices: All notices which may be proper or necessary for the parties hereto to serve on each other, in the case of the City, may be served effectually upon the City by delivering the same in writing to the Community Services Director, City Hall, 525 Henrietta Street, Martinez, CA 94553 and in the case of Federation, may be served effectually upon the Federation by the United States Postal Service to DEBBIE GEROW, P.O. BOX 642, MARTINEZ, CA 94553.

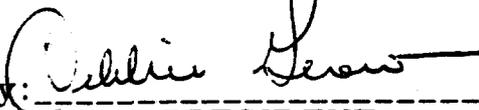
7.0 Assignments: This Agreement may not be assigned by Federation without the prior written consent of City.

8.0 Attorney's Fees: In the event litigation is initiated to enforce or interpret the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, including witness and expert fees.

CITY OF MARTINEZ

MARTINEZ BOCCE FEDERATION

By: _____
CITY MANAGER

By:  _____
PRESIDENT

Attachment: Exhibit "A"
Exhibit "B"

APPROVED TO FORM:

CITY ATTORNEY