

OPUD PARKS AND BALLFIELD USE AGREEMENT

Veteran's, Eufay Wood Sr, Bill Pinkerton, Donald Brown, Richard Doug Donahue, Joanne Aiello, Liela Smith, Orchard Glen, River Gem, River Park, Rolling Hills, Bear River

THIS USE AGREEMENT ("Agreement") is entered into on this the 27th Day of July 2016, by and between the Olivehurst Public Utility District a public utility district formed and existing under California law (hereinafter referred to as "OPUD"), and Plumas Lake Little League (hereinafter referred to as PLLL), a community benefit, non-profit organization.

RECITALS

- A. OPUD owns and has available for use certain premises; and
- B. PLLL is seeking a facility to conduct its recreation programs and is willing to care for the facilities in question and offer a free baseball program to residents from Plumas Lake and surrounding communities;
- C. PLLL will benefit from this agreement in that it will obtain shared use of the premises where it can operate its programs and activities; and
- D. OPUD will benefit in that it will help to facilitate community-oriented programs coming into Plumas Lake and surrounding communities and that said premises will be utilized for its intended purposes, which is to serve community oriented activities in and around Plumas Lake.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. AGREEMENT

OPUD is the owner of certain real property situated in the County of Yuba, State of California, commonly known as the Baseball/Softball fields at Eufay Wood Sr. Park and Veteran's Park (Cobblestone), and all other Plumas Lake parks with open green spaces, Plumas Lake, CA 95961 ("the Property"). OPUD hereby agrees to authorize scheduled use of the baseball/softball fields and stands, and open green spaces at all other P.L. parks to PLLL.

2. TERM OF AGREEMENT

The term of this Agreement shall commence upon the execution of this Agreement and continue thereafter indefinitely or until otherwise terminated by either party, with or without cause.

3. USE OF PROPERTY

PLLL hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLLL shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describes PLLL's use of the Properties:

PLLL shall have the exclusive use of the Properties, listed in Section 1; Agreement to conduct registration, opening/closing ceremonies, practices, games, or fundraising events. All events will be conducted Monday through Saturday, between 7am to 8pm.

A1. PLLL Spring Season – March – July

A2. Spring Season Registration begins November 15th through February 1st.

A3. Fall Ball – September – November

A4. Fall Ball Registration begins August 1st – September 1st.

PLLL is to submit a schedule of games to be published and posted by OPUD, on or before May 1st each year so that other recreational benefits can be enjoyed at the facility. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLLL an alternative use which OPUD, in its sole discretion, deems is necessary.

A. PLLL shall have exclusive use of the Properties during the Little League baseball/softball season for all regular and post season scheduled games/practices and tournaments at ballparks (Eufay and Veteran's) and practices on open green spaces at all other Plumas Lake parks (including rescheduling due to rain, darkness, etc.). Days to be determined on or before March 1st each year of use. PLLL is to submit a schedule of games to be published and posted by OPUD so that other recreational benefits can be enjoyed at the facility. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLLL an alternative use which OPUD, in its sole discretion, deems is necessary.

B. At times when either OPUD or PLLL does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9th Ave, Olivehurst, CA 95961. Such reservation is subject to written approval by OPUD.

4. UTILITIES AND SERVICES

OPUD will cover all Utility and Service expenses including but not limited to phone, water, electricity, gas, garbage removal, sanitary sewage disposal service and any other cost necessary or incidentals to PLLL's use of the property pursuant to this lease (collectively "Utilities")

5. TAX EXEMPT STATUS, LIENS, ENCUMBRANCES

PLLL is a not-for-profit community organized group. PLLL agrees to keep the Property free and clear of all levies, liens and encumbrances for the term of the lease.

6. ASSIGNMENT OR SUBLEASE

PLLL will not assign this Agreement, nor sublet the Property, nor any part thereof.

7. MAINTENANCE, REPAIR & ALTERATIONS AND ADDITIONS BY PLLL.

With the express written permission of OPUD, PLLL may, during the term of the Agreement, make minor alterations, modifications or improvements to the Property provided the same shall not be detrimental to the Property, including its integrity and usefulness. Anything used in the alteration process will then become the Property of OPUD. At the discretion of OPUD, PLLL may be required to return the Property to pre-lease condition upon the expiration of the term of the lease, reasonable wear and tear expected. PLLL agrees, at PLLL's own expense, to keep the Property in good condition and repair, and to deliver to OPUD physical possession of the Property at the end of the Term in good condition and repair, reasonable wear and tear and use, and loss by fire or other casualty or by earthquake or other act of God accepted. PLLL agrees to repair any damage to the Property caused by or in connection with the use of the Property, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partition or permanent improvements or additions, including without limitation thereto, repairing the field and turf and painting walls/backstop where required by OPUD to OPUD's reasonable satisfaction, all at PLLL's sole cost and expense.

PLLL shall after each meeting or use of the Property, clean any debris, trash, or other soiling caused by the meeting or use. PLLL shall use its own cleaning supplies to perform the same.

PLLL will be responsible for any and all costs associated with damages caused to any OPUD property as a direct result of PLLL's staff, volunteers or members, participants or its invitees.

8. LEGAL TITLE

Legal title to the Property shall remain vested in OPUD.

9. ENTRY AND INSPECTION

OPUD or its agents may, at any time, enter into and upon the Property for the purpose of inspecting the same, or to make repairs, alterations or additions. For those maintenance or repair activities that OPUD has advance notice of, it shall notify PLLL and coordinate an appropriate time to enter the Property to perform said maintenance or repair. OPUD shall not have access to confidential information related to PLLL business activities.

10. DUTY TO INSURE

PLLL shall provide for and cause to be maintained in force a commercial general liability insurance policy covering liability for injury to persons or property occurring in or about the Property (1 million dollars per occurrence). The required insurance shall be obtained from a company lawfully authorized to do business in California. A certificate of insurance evidencing the foregoing and showing OPUD as an additional insured shall be provided to OPUD prior to first use of fields/parks. PLLL is required to provide OPUD immediate notice of any change, cancellation or modification of insurance coverage of any kind. This agreement shall be voided if PLLL does not submit a certificate of insurance with contemporaneously with the execution of this agreement AND maintain insurance satisfactory to OPUD.

PLLL shall forthwith notify OPUD, in writing, with a full description of the facts, circumstances, nature, results, and names and addresses involved about any occurrences on the Property which involve any injury to person or property, and shall provide OPUD promptly with copies of any claims for damages of any sort, including complaints in any court actions involving such claims.

11. SUCCESSORS

OPUD and PLLL, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this agreement with respect to the terms of this Agreement.

12. WRITTEN NOTICE

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage pre-paid, certified and addressed to General Manager, OPUD, 1970 9th Ave, Olivehurst, CA 95691, or such other address as either party may designate in writing from time to time.

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage pre-paid, certified and addressed to Plumas Lake Little League 2070 Wilcox Ranch Road Plumas Lake, CA 95961, or such other address as either party may designate in writing from time to time.

13. WAIVER

None of the provisions of this agreement shall be considered waived by either party unless such waiver is specified in writing.

14. LICENSES AND PERMITS

Upon commencement of this agreement, PLLL will possess all current licenses and permits required by OPUD, the State of California and/or any other applicable public agency to operate as a nonprofit organization.

15. TERMINATION

Either party has the right to terminate this lease, with or without cause, during its term, by giving written notice of its intent to terminate 12 months prior to the intended termination date.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted and this agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party the agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject, which are in effect as of the date of this agreement, and any later changes, which do not materially and substantially alter the provision of the parties.

17. SEVERABILITY

Should any provision of this agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this agreement.

18. ARBITRATION OF DISPUTES

THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF TIDS AGREEMENT, EACH PARTY WAIVES ANY RIGHT TO COMMENCE LEGAL ACTION OR ARBITRATION OTHER THAN AS PROVIDED UNDER THE TERMS OF TIDS AGREEMENT, AND TIDS AGREEMENT SHALL PROVIDE THE SOLE AND EXCLUSIVE REMEDY FOR RESOLUTION OF DISPUTES.

THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATION OR FUNCTION OF THE ARBITRATOR IN ANY MANNER OR FASIDON.

APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF YUBA.

THE ARBITRATOR'S FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTLING THE MATTER. A STATEMENT OF PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COSTS OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY, IF IN THE ARBITRATOR'S DETERMINATION, THE POSITION TAKEN OR MAINTAINED WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.

THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL (A) SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTY SHALL LAPSE BY THEIR TERM, OR (B) THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT OR (C) THE ARBITRATOR SHALL MODIFY THOSE TERMS.

TIDS ARBITRATION PROVISION SHALL BIND THE PARTIES AND THE PARTIES' SUCCESSORS, ASSIGNS, TRANSFEREES, OR ANY OTHER

PERSON OR ENTITY ALLEGING RIGHTS BY OR THROUGH DISTRICT OR DEVELOPER.

19. VENUE/GOVERNING LAWS

This agreement shall be governed by the laws of the State of California and venue shall be exclusive to Yuba County, California.

20. INDEMNIFICATION; ATTORNEY'S FEES


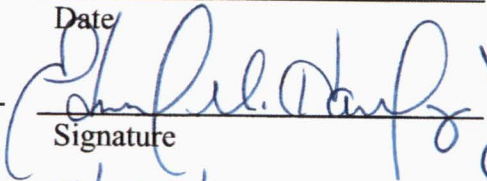
PLLL shall indemnify, defend and hold harmless OPUD and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, and costs, including without limitation costs and fees of litigation, of every nature and kind arising out of or in connection with PLLL's performance or work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage that is caused by the intentional misconduct of OPUD, its employees, agents or contractors. This indemnification includes any and all costs and expenses for attorneys' and consultants' fees in litigation, mediation and arbitration.

If suit is brought by either party to this Agreement to enforce any of its terms, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

21. ENTIRE AGREEMENT

This agreement represents the entire agreement between OPUD and PLLL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended or modified only by an agreement in writing, signed by both OPUD and PLLL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OPUD:	John Tillotson	
	Name	Signature
	General Manager	7/27/10
	Position Title	Date
P.L.L.L.:	Edward M. Hanley Jr.	
	Name	Signature
	President-Plumas Lake L.L.	7/27/10
	Position Title	Date



Olivehurst Public Utility District

Concession Stand Policy

Effective: 03-20-14
Rev 0

Purpose

The purpose of the concession stand policy is to provide operational guidelines for approved users of the concession stands located in Olivehurst Public Utility District (OPUD) Parks. This policy assists concession stand users in safeguarding public health and ensuring that food products stored, prepared, processed, distributed, and sold is done in accordance with current health department regulations. This policy also establishes a means to safeguard all equipment and provides the process for users to request the facility.

The purpose of the Concession Stand Policy is to provide guidelines for

1. Safeguarding public health by requiring concessionaires meet the current health department regulations.
2. Ensuring concessionaires provide liability insurance listing OPUD as the additional insured.
3. The safekeeping of OPUD facilities by requiring key and cleaning deposits.

Definitions

For the purposes of this article, the following definitions shall apply:

1. Concession
 - 1.1 shall mean any operation performed on property under the jurisdiction and control of OPUD which offers merchandise and/or services to the public for a fee and for which the operator is not a District employee but is, in fact, a private citizen, organization, or firm under an agreement from OPUD.
2. Board
 - 2.1. OPUD Board of Directors
3. General Manager
 - 3.1. The OPUD General Manager or his designee.
4. Stand
 - 4.1. The concession stand or group of tables, showcase, bench, rack, pushcart, or wagon, used for the displaying, storing or transporting of articles offered for sale by a vendor or concessionaire.

Conditions of Agreement

1. The concessionaire is responsible for obtaining all licenses and permits required by Federal, State, County, and Municipal Government.
2. The concessionaire is responsible for carrying an insurance policy that will cover liability of his/her concession operation while conducting business. Minimum amounts include \$1,000,000. The Olivehurst Public Utility District must be listed as an additional insured.
3. The Parks Department will provide water when and where available for your concession operation. Electricity is NOT available at all sites. If electricity is available, the concessionaire must provide his or her own electrical cords, water hoses, etc. OPUD is not responsible for losses due to electrical or water failure. Electrical and water usage shall not interfere with our normal park use, shelter reservation or other pre-arranged activity.
4. Any temporary or permanent improvement or building must have prior approval of the Board. Any permanent improvement or building will become property of OPUD upon termination of the concession agreement.

5. The concessionaire will be responsible for any and all damages that occur to Parks facilities due to concessionaire negligence or willful action.
6. OPUD shall have the right to request the removal of any concession personnel it feels is not acting in the best interest of the general public.
7. The concessionaire shall pay a deposit of \$20.00 for keys to the concession stand at the time the agreement is fully executed. The General Manager will provide (1) set of keys. It is the concessionaire's responsibility for safeguarding the equipment and supplies in the concession stand when using. It is the responsibility of the concessionaire to insure that the concession stand is secure. Furthermore, the concessionaire will be responsible for lost or stolen keys and the replacement cost of such including but not limited to the cost of changing the locks, replacement keys as well as any damage to facility, stolen equipment, etc. incurred by the loss of the keys. No key shall be copied. Once the key is returned and verified it is the correct key, the deposit may be refunded.
8. The concessionaire shall pay a cleaning deposit of \$200. It is the concessionaire's responsibility for purchasing all necessary cleaning supplies including cleaning agents for sanitizing, as well as towels and soap for dispensers. The concessionaire is responsible for cleaning all areas of the concession stand. Use of proper cleaning agents is required to avoid damage. All garbage must be disposed of in appropriate receptacles. District staff will inspect the premise to insure the concession area is clean and no damage has occurred. Once inspected and damages calculated, the remainder of the deposit will be refunded to the concessionaire.
OPUD will not be held responsible for any lost, missing, stolen, or damaged materials, equipment, supplies, etc., that concessionaire has stored on the premises.
9. Staff will provide a check list to be signed by the concessionaire and OPUD staff before and after concessionaire occupies the concession stand.

Prohibited Conduct.

No concessionaire shall:

1. Leave any stand unattended;
2. Allow any items relating to the operation of the vending business to be placed anywhere other than in or on the stand;
3. Vend without the insurance coverage specified in this policy.

Baseball maintenance personal left a pile of dirt from the baseball field



The Concession stand tenant at Eufay Park left behind all this trash





Mice/Rat damage inside concession stand













Caution
Hot

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Behl





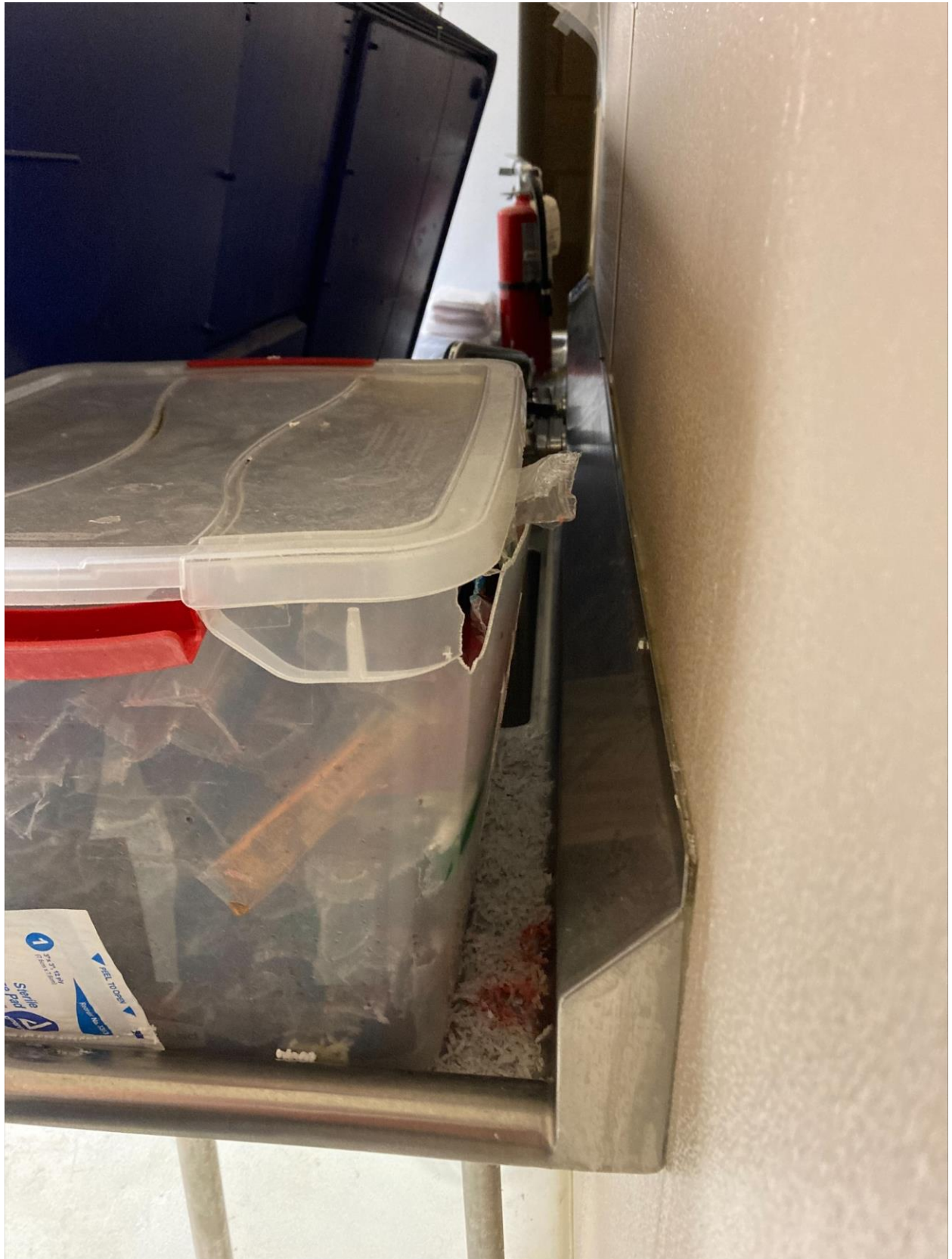


Updated pictures of concession stand damage as of 2/1/22















Updated pictures of Little League items in park as of 2/1/22



