ORIGINAL

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF MARIN

AND

LA PÉTANQUE MARINIÈRE

This Memorandum of Agreement ("AGREEMENT") is made and entered into this 13th day of December, 2016, by and between the County of Marin, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and La Pétanque Marinière, a California not-for-profit corporation (hereinafter referred to a "LPM"), collectively the "PARTIES."

RECITALS

WHEREAS, COUNTY owns property in San Rafael, California, developed for the purpose of a civic center, where the public can participate in government, attend public meetings and functions, attend the Marin County Fair, and recreate; and

WHEREAS, COUNTY, under the guidance of Director of Parks Pierre Joske, created the Pétanque courts, located within Assessor's Parcel No. 179-270-12 & 18 and depicted on the scale drawing attached hereto as Exhibit "A" and by reference made a part hereof (hereinafter "Pétanque Courts"), in the 1970's at the Marin County Civic Center for the purpose of public use and enjoyment; and

WHEREAS, LPM has been an active Pétanque organization since 1972, utilizing the Marin County Civic Center Pétanque courts during that period; and

WHEREAS, COUNTY has permitted LPM to maintain these Pétanque courts since 1972; and

WHEREAS, LPM has not received recognition for their efforts; and

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WHEREAS, the PARTIES wish to establish a beneficial relationship to maintain Pétanque courts, encourage public use, and recognize the efforts of LPM.

STATEMENT OF AGREEMENT

NOW, THEREFORE, the PARTIES agree as follows:

1. LPM shall have primary responsibility for maintenance of existing features and improvements at the Marin County Civic Center Pétanque Courts, within the limits of the area depicted Exhibit "A." Such maintenance services shall be provided at a level necessary to maintain the Pétanque Courts in a safe, clean, orderly and playable condition, as solely determined by COUNTY. COUNTY shall regularly maintain the park by servicing trash receptacles, raking all the leaves, and weeding the playing surface monthly. LPM shall maintain the flower garden and the playing surface in the park and rake courts weekly.

2. LPM shall not make any improvements, alterations, or add or remove features or landscaping at Pétanque Courts without COUNTY's prior written approval. LPM shall submit plans of any proposed improvements or alterations to COUNTY for review and possible approval. COUNTY will make every attempt to respond within thirty (30) days. In no event shall any permanent improvements or alterations be proposed or approved that interfere with the COUNTY's use of its property.

3. COUNTY and LPM shall mutually develop reasonable rules and procedures for persons using Pétanque Courts within 120 days of the full execution of this Agreement. LPM shall post such rules and regulations at the Pétanque Courts in a format and location approved by COUNTY.

4. LPM acknowledges COUNTY'S rights to the Pétanque Courts are paramount to this AGREEMENT. The Pétanque Courts shall remain open to the public without fee. However, in exchange for maintenance and possible capital investments, LPM may reserve the Pétanque Courts for its use with prior written approval from COUNTY. LPM may establish, organize, promote, conduct and supervise Petanque leagues, lessons, tournaments, casual play for any member of the public who wishes to engage in such activities. However, reservations for the facility shall be the

responsibility of COUNTY. LPM may reserve tournament days up to one year in advance.

5. LPM will comply with all applicable federal, state and local laws, statutes, regulations, ordinances and codes, including, but not limited to, any and all applicable disability accessibility laws, now in force, or which may hereafter be in force, pertaining to the said Pétanque Courts. Required accessibility requirements, include, but are not limited to, the following: (a) accessible path(s) of travel at the Pétanque Courts shall be stable, firm, and slip resistant, and barrier free access routes at least 48" wide, without any abrupt level changes exceeding ½" if beveled at 1:2 maximum slope, or vertical level changes exceeding ¼" maximum; (b) cross slopes shall not exceed 2% and slope in the direction of travel shall be less than 5%; and (c) accessible path(s) shall be free of overhanging obstructions to 80" minimum and protruding objects shall be no more than 4" from walls and higher than 27", but less than 80". The specifications stated herein shall not be construed to be the entirety of LPM's requirement to comply with applicable federal, state and local laws, statutes, regulations, ordinances and codes related to accessibility.

6. In addition to COUNTY approval, LPM shall obtain all necessary permits and approvals that may be required prior to any improvements, grading, construction, or any other activity to the Pétanque Courts.

   LPM agrees to abide with the conditions and requirements of the Marin County Integrated Pest Management Ordinance as outlined in Marin County Code Chapter 23.19, attached as Exhibit "A," as may be amended from time to time.

7. LPM shall not dispose of, or store any waste, including, but not limited to, hazardous waste, on COUNTY land, nor commit, or suffer to be committed any nuisance, or other act or thing that may disturb the quiet enjoyment of others.

8. LPM shall maintain its status as a private, non-profit corporation pursuant to IRS Section 501(c)(7) at all times. Proof of status shall be supplied to COUNTY upon commencement of this AGREEMENT and upon request at any future date at the will of the COUNTY.

9. Should LPM breach this AGREEMENT, COUNTY will have the sole option to

continue or terminate this AGREEMENT.

10. LPM shall indemnify, defend and hold COUNTY, its employees, officers, and agents harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees, arising from all claims by and losses to any LPM employee or agent, any volunteer, contractor or contractor's employee performing any services or work within the scope of this AGREEMENT, or arising from all claims by and losses to anyone arising from, or in connection with, LPM's performance or implementation of this AGREEMENT or LPM's use of the Marin County Civic Center Pétanque Courts, including but not limited to claims alleging a dangerous condition of public property. LPM shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate), and COUNTY shall be named as an additional insured on the commercial general liability insurance policy. Subcontractors to LPM performing any work at Pétanque Courts shall name both LPM and COUNTY as additional insureds. LPM shall provide COUNTY a copy of subcontractors Certificate of Insurance and additional insured endorsement. The COUNTY shall indemnify, defend and hold LPM, its volunteers, officers and agents harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees, arising from all claims by and losses to any County employee or agent, any volunteer, contractor or contractor's employee performing any services or work within the scope of this AGREEMENT, or arising from all claims by and losses to anyone arising from, or in connection with, COUNTY's performance or implementation of this AGREEMENT or COUNTY's use of the Marin County Civic Center Pierre Joske Pétanque Courts.

11. LPM shall not assign or transfer any interest in this AGREEMENT, nor its duties and obligations under this AGREEMENT.

12. This AGREEMENT shall be administered on behalf of COUNTY by Marin County Parks, whose mailing address is:

    Marin County Parks
    3501 Civic Center Drive, Room 260
    San Rafael, CA 94903
    Attn: Director

and on behalf of LPM by CHRISTINE CRAGG, whose mailing address is:

2 Civic Center Drive, #4345
San Rafael, CA 94913-4345

13. The terms of this AGREEMENT shall remain in full force and effect for four years from the date adopted and signed. This AGREEMENT may be renewed by the mutual consent of both PARTIES. Either party may terminate this AGREEMENT by notifying the other party a minimum of 30 days in advance.

IN WITNESS WHEREOF, this AGREEMENT was executed by the PARTIES hereto as of the date first above written.

COUNTY OF MARIN

Steven Kinsey
President, Board of Supervisors

ATTEST

Deputy Clerk

Approved as to Form

Deputy County Counsel

LA PÉTANQUE MARINIÈRE

President