

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** December 11, 2013

**Re:** Little League Baseball Central District of Duluth, Inc. Agreement

Attached please find two (2) copies of the Agreement between Independent School District #709 and the Little League Baseball Central District of Duluth, Inc. to perform Little League Baseball activities on school district property as defined in the Agreement. This Agreement covers a five (5) year period from March 3, 2013 through March 2, 2018 at a cost of \$1.00.

I recommend approval of the Agreement between Independent School District #709 and the Little League Baseball Central District of Duluth, Inc. to perform Little League Baseball activities. If you concur, please sign both copies and return them to the Facilities Management office for processing.

Attachments

# **AGREEMENT**

THIS AGREEMENT, effective the 3<sup>rd</sup> Day of March, 2013, by and between INDEPENDENT SCHOOL DISTRICT #709, hereinafter referred to as the SCHOOL DISTRICT, and the LITTLE LEAGUE BASEBALL CENTRAL DISTRICT OF DULUTH, INC., a Minnesota nonprofit corporation, hereinafter referred to as the CORPORATION:

WHEREAS, the School District owns a tract of land in Blocks 25 and 26 of East Lawn Division:  
and

WHEREAS, the Corporation has developed a certain portion of such tract of land for conducting Little League Baseball activities under prior agreements with the School District and wishes to maintain such portion of such tract of land for the purpose of continuing to conduct Little League Baseball activities thereon,

NOW, THEREFORE, the School Board, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, and upon the terms and conditions set forth below, hereby grants to the Corporation for a period of five (5) years from the date first mentioned above, but not to the exclusion of the School District, for the purpose of conducting thereon Little League Baseball activities:

1. The Corporation may continue to develop and maintain two (2) baseball fields and other necessary facilities suitable for what is known as a Little League Baseball Field. In connection with this, the Corporation may make and maintain, but is not limited to, the following improvements and installations: two baseball diamonds, dugouts, bleachers, backstop fences, outfield and base line fences, flagpole, scoreboards, concession building and equipment building. The Corporation shall maintain such improvements, installations and facilities in a safe manner.
2. The Corporation may, during Little League baseball games only, operate a concession for the sale of pop, candy, popcorn, sandwiches and like articles.
3. The permission granted herein is not exclusive, and at those times during which the Corporation has not scheduled the use of the premises; said premises and facilities shall be open to the general public for recreational purposes. The Corporation shall have the right to coordinate the scheduled use of the premises.

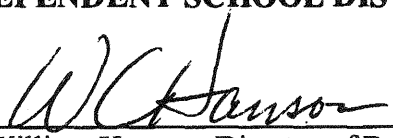
4. During any period of construction or site development, the Corporation or its contractor shall carry Worker's Compensation Insurance as required by statute. Before any construction or site development begins, the Corporation shall submit for the approval of the School District a certificate of that insurance required herein which names ISD #709 as one of the parties insured, and which provides for fifteen (15) days written notice of cancellation to the School District.
5. It is the understanding and intention of the parties hereto that any benefits received by the School District under this agreement are rendered or given by the Corporation, its members, employees, agents, volunteers or tenants voluntarily and such parties are volunteers.
6. The Corporation shall defend, indemnify and save harmless the School District from any and all liens, claims, demands or expenses of any person or persons including the Corporation, its members, employees, agents, volunteers or tenants, whomsoever occasioned or caused by the contract, acts or omission of the Corporation, its members, employees, agents, volunteers, or tenants, or by reason of the use, development, operation, or maintenance of said premises by the Corporation under this agreement.
7. During the period of this agreement the Corporation agrees to maintain General Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) with respect to injury or death to a single person, in an amount not less than One Million Dollars (\$1,000,000) with respect to any one accident, and in an amount not less than One Million Dollars (\$1,000,000) with respect to any property damage. Certificates of said insurance shall be submitted to the School District annually for approval naming the School District as the Certificate Holder and as an additional insured on the policy. The policy must also include a provision that the School District will be notified in writing fifteen (15) days prior to cancellation.
8. Either party may terminate this agreement by sixty (60) days written notice. All notices and orders given to the Corporation may be served by mailing the same to the Corporation at its last known place of residence or business, or by delivering to it a copy thereof, or by leaving said notices and orders addressed to the Corporation at its place of business with any person then in charge of said premises.
9. The Corporation shall keep the premises free from paper, garbage, or debris, which is in any way connected with its activities.
10. The Corporation shall, in connection with any site development, building construction, use or maintenance of the premises, comply with all applicable ordinances and regulations of the City of Duluth.
11. A waiver by the School District or by the Corporation of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or any other term, covenant or condition herein contained.

12. The right of the Corporation to build, occupy, use and maintain the above described area and any buildings or structures located thereon shall continue only so long as each and all of the undertakings, provisions, covenants and conditions herein contained are on its part complied with strictly and promptly.

**LITTLE LEAGUE BASEBALL CENTRAL DISTRICT OF DULUTH**

By  12-11-13  
Eric Witzman, President Date

**INDEPENDENT SCHOOL DISTRICT #709**

By  12/12/13  
William Hanson, Director of Business Services Date