

## AGREEMENT FOR IMPROVEMENT PROJECT

This Agreement is made and entered into this 1<sup>st</sup> day of February 2005, by and between the City of Redlands, a municipal corporation ("City") and Redlands Baseball/Softball for Youth, Inc., a California non-profit corporation ("RBY").

### RECITALS

WHEREAS, City is the owner of two public parks commonly known as Community Park and Texonia Park within the City of Redlands; and

WHEREAS, RBY is a California non-profit corporation acting pursuant to Internal Revenue Code section 501 (C)(3); and

WHEREAS, RBY wishes to make certain improvements to the parks by dismantling the baseball field at Texonia Park and constructing a new baseball field at Community Park, using all volunteer labor;

WHEREAS, RBY and City entered into a Rental Agreement dated October 2, 2001 for RBY to perform field maintenance services in lieu of the payment of rent for Community Park;

NOW, THEREFORE, the City of Redlands and Redlands Baseball/Softball for Youth Inc. agree as follows:

### AGREEMENT

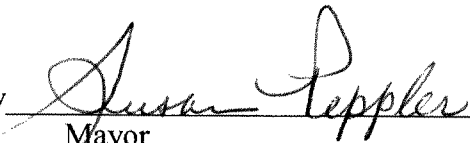
1. RBY is authorized to enter Texonia Park and perform the following "Work:" remove the backstop, dugouts and fencing and replace the dirt infield area by planting it with grass.
2. RBY shall consult with staff from City's Public Works Department and Police Department to perform the following additional "Work:" determine an optimum location and layout of a new baseball field in Community Park and thereafter construct a new baseball field as designated by City staff.
3. RBY agrees that the Work shall be done entirely by volunteer labor in accordance with California Labor Code section 1720.4. RBY further agrees to perform the Work pursuant to City's Volunteer Program Guidelines.
4. RBY shall perform the Work in a prompt and diligent manner.
5. RBY shall indemnify, hold harmless and defend City and its elected officials and employees from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of RBY its officers, agents and employees in performing the Work.

6. RBY waives any and all rights it may have pursuant to California Labor Code sections 1726 and 1781 in the event the Work is deemed a "public work" by any governmental agency having authority to make such a determination, or by any court of competent jurisdiction, such that the Work is subject to California Labor Code sections 1720 *et seq.* and 1770 *et seq.* With respect to the foregoing waiver, RBY further waives any and all rights it may have pursuant to Civil Code section 1542 which reads "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
7. RBY shall secure and maintain in force throughout its performance of the Work comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City prior to commencement of the Work.
8. RBY is prohibited from assigning any of the Work without the prior written consent of City.
9. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees.
10. RBY is, for all purposes under this Agreement, an independent contractor with respect to the Work and not an employee of City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.
11. Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance of the Work by City.
12. City reserves the right to terminate this Agreement with RBY without cause or liability at any time by providing written notice to RBY of said termination. If City terminates this Agreement, RBY shall remove its equipment from the parks within 48 hours of the date of termination notice.
13. This Agreement represents the entire agreement and understanding between the parties as to the matters contained herein and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by City and RBY.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

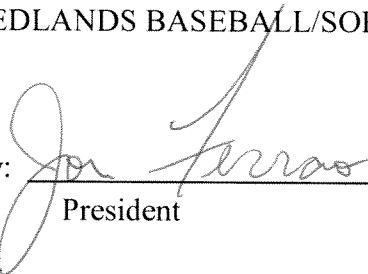
ATTEST:

By   
Mayor

  
City Clerk

Date February 1, 2005

REDLANDS BASEBALL/SOFTBALL FOR YOUTH, INC.

By:   
President

Date 1-27-05