

Memorandum of Agreement

Between County of Santa Cruz Department of Parks, Open Space, and Cultural Services; Aptos Sports Foundation; and Mid-County Pony Baseball League

Effective Date: _____, 2025

This Memorandum of Agreement (“Agreement”) is made effective as of the date above by and between the County of Santa Cruz through the Department of Parks, Open Space, and Cultural Services (“County”), a California public agency; the Mid-County Pony Baseball League (“League”), a California public benefit nonprofit corporation; and the Aptos Sports Foundation (“ASF”), a California nonprofit organization. Each may be referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, the County owns and operates Polo Grounds County Park in Aptos, which includes a baseball field currently used by the League for youth Pony League baseball during the months of March to July; and

WHEREAS, the League desires to install an electronic scoreboard at the field by relocating an existing scoreboard from Aptos High School, with the relocation and installation overseen by ASF at no cost to the County; and

WHEREAS, the League also proposes to install a 6’ x 10’ equipment shed to house the scoreboard controller, provide equipment storage, and include a scorekeeper’s booth, all at no cost to the County; and

WHEREAS, the County shall retain full control and ownership of all improvements made at the field, with the League assuming responsibility for maintenance as described herein; and

NOW, THEREFORE, the Parties agree as follows:

1. Agreement Term

The term of this Agreement (“Agreement Term”) shall commence on the Effective Date and, unless terminated earlier, shall expire five (5) years thereafter. The County may terminate this Agreement without cause upon ninety (90) calendar days written notice to the other Parties. Upon termination of this Agreement, the County retains ownership of any donated materials, inclusive of the scoreboard and the equipment shed.

2. Scope of Joint Use

This Agreement governs the installation, use, and maintenance of the scoreboard and equipment shed (collectively, “Facilities”). The League shall have priority use of the Facilities during the Pony League baseball season, provided this Agreement remains in effect. Other groups may use the Facilities outside of this period, subject to County approval.

3. Installation and Oversight

ASF will oversee the relocation and installation of the scoreboard and ensure the project adheres to approved plans (EXHIBIT A). The installation location for the Facilities will be in locations approved by the County (EXHIBIT B). The League shall provide all necessary funding and ensure that licensed contractors or volunteers complete the installation. The County will review, approve, and oversee the project to ensure compliance with safety and operational standards.

4. Maintenance Responsibilities

The League shall assume full responsibility for maintaining the Facilities, including regular upkeep and necessary repairs to keep them in safe, operable condition. County will always have access to the Facilities. If repairs exceed the League’s funding capacity, the Facilities will remain unused until repairs are made. The County will not be responsible for funding any maintenance or repairs of the Facilities during the Agreement Term and shall incur no costs for the installation or maintenance of the Facilities. In lieu of this donation of time and materials, the League shall not be responsible for increased electrical bills the County may incur from operations of the Facilities.

5. Ownership of Improvements

The County shall retain ownership of all improvements, including the scoreboard and equipment shed, once installed, and upon the end or termination of the Agreement Term. The scoreboard and shed will not be encumbered or subjected to liens by any Party.

6. Signage and Logos

All three Parties may display their logos on a sign affixed above the scoreboard, and the County Parks logo shall be affixed to the scoreboard prior to installation. The existing logo for Aptos High School will be removed prior to installation. The County shall approve the design of the sign prior to installation.

7. Notices

The Parties must give all notices under this Agreement in electronic writing sent to the addresses set forth below. Notice shall be deemed to have been given and received on the date received by the non-noticing party.

If to the League:

Eric Bloom
Mid Pony Baseball League
PO Box 1800
Soquel, Ca 95073

If to ASF:

Board of Directors
PO Box 2405
Aptos, Ca 95001

If to County:

Administrative Services Manager
County Parks
979 17th Ave.
Santa Cruz, Ca 95062

8. Nonassignment

The League and ASF shall not assign this Agreement without the prior written consent of COUNTY.

9. Indemnification

To the fullest extent permitted by law, the League and ASF shall exonerate, indemnify, defend and hold harmless the County, its Board of Supervisors, County Parks, and their officers, employees, volunteers, affiliates, and agents from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County or County Parks may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the League and/or ASF's performance under the terms of this Agreement, excepting any liability arising out of the sole or active negligence of the County Parks. Such indemnification includes any damage to the person(s), or property (ies) of the League and ASF and third persons.

10. Insurances

a. The League shall maintain its own liability insurance coverage to cover any claim of liability arising out of the activities, responsibilities, or duties of League as set forth in this MOA and shall include Commercial General Liability for an amount no less than \$2,000,000; Automobile Liability for an amount no less than \$500,000; and Workers

Compensation Insurance in the minimum statutorily required coverage amounts. All policies of Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by League pursuant to this MOA.

b. ASF shall maintain its own liability insurance coverage to cover any claim of liability arising out of the activities, responsibilities, or duties of ASF as set forth in this MOA and shall include Commercial General Liability for an amount no less than \$2,000,000; Automobile Liability for an amount no less than \$500,000; and Workers Compensation Insurance in the minimum statutorily required coverage amounts. All policies of Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by ASF pursuant to this MOA.

c. County Parks shall maintain its own liability coverage through self-insurance.

11. Governing Law

The laws of the State of California govern all matters arising from or related to this Agreement.

12. Jurisdiction and Venue

This Agreement is signed and performed in Santa Cruz County, California. Parties consent to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

13. Integrated Contract

This Agreement, including its attachments, is the entire agreement between the Parties with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement.

14. Modification

This Agreement may not be modified, and no waiver is effective, except by written agreement signed by all Parties. The League and ASF acknowledges that County employees

have no authority to modify this Agreement except as expressly provided in this Agreement.

15. Amendments

This Agreement may be amended only in writing and when approved and signed by all Parties.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as evidenced by their signatures below.

For Santa Cruz County Parks Department:

_____ Date: _____

Director

For Mid-County Pony Baseball League:

_____ Date: _____


Eric Bloom, President

For Aptos Sports Foundation:

_____ Date: _____

John Marinovich, Director

Approved as to Insurance:

 _____ Date: 1/31/2025
E4EADC5BA53B4DB...

Risk Manager

Approved as to Form:

 _____ Date: 1/31/2025
52A18A3EBDCE4CC...

County Counsel

Certificate Of Completion

Envelope Id: 2BC2EB8E-3E63-44A4-885F-84D6DB9D543B

Status: Sent

Subject: Complete with Docusign: MOA Polo Scoreboard.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Juan Perez Alvarez

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Juan.PerezAlvarez@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Juan Perez Alvarez

Location: DocuSign

1/31/2025 12:40:46 PM

Juan.PerezAlvarez@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Signature

Timestamp

Ann Jackson

ann.jackson@santacruzcountyca.gov

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signed by:

Ann Jackson
52A16A3EBDCE4CC...

Sent: 1/31/2025 12:51:53 PM

Viewed: 1/31/2025 12:53:51 PM

Signed: 1/31/2025 2:07:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 10/16/2024 4:07:03 PM

ID: 91dacd55-7b18-4ac8-8a46-5b525df71978

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Occhipinti Borasi
E4EADC5BA53B4DB...

Sent: 1/31/2025 2:07:28 PM

Viewed: 1/31/2025 2:40:58 PM

Signed: 1/31/2025 2:44:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

John Marinovich

jamarinovich@sbcglobal.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric Bloom

ebloom@virtualmarcom.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/15/2024 10:58:40 AM

ID: ca0ff88e-89de-45b3-b279-71cb679eb7ab

Jeff Gaffney

Jeff.Gaffney@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|--|------------------|----------------------------|
| Accepted: 3/2/2022 10:52:37 AM ID: 379c46fa-dd0a-4514-b9e9-7d33471d0cf8 | | |
| CBD eSignature cbd.esignature@santacruzcountyca.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7 | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Juan Perez Alvarez juan.perezalvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) | | Sent: 1/31/2025 2:44:52 PM |
| Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefefe8 | | |
| Juan Perez Alvarez juan.perezalvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefefe8 | | |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 1/31/2025 12:51:53 PM |
| Envelope Updated | Security Checked | 1/31/2025 1:35:27 PM |
| Envelope Updated | Security Checked | 1/31/2025 1:35:27 PM |
| Envelope Updated | Security Checked | 1/31/2025 1:35:27 PM |
| Envelope Updated | Security Checked | 1/31/2025 1:35:27 PM |
| Envelope Updated | Security Checked | 1/31/2025 1:35:27 PM |
| Envelope Updated | Security Checked | 1/31/2025 1:35:27 PM |
| Envelope Updated | Security Checked | 1/31/2025 2:05:18 PM |
| Envelope Updated | Security Checked | 1/31/2025 2:05:18 PM |
| Envelope Updated | Security Checked | 1/31/2025 2:05:18 PM |
| Envelope Updated | Security Checked | 1/31/2025 2:05:18 PM |
| Envelope Updated | Security Checked | 1/31/2025 2:05:18 PM |
| Envelope Updated | Security Checked | 1/31/2025 2:05:18 PM |
| Payment Events | Status | Timestamps |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.