

Memorandum of Understanding
Between the
Conejo Recreation and Park District
and the
Thousand Oaks Titans Cricket Club

This Memorandum of Understanding (MOU) is entered into by and between **Conejo Recreation & Park District ("CRPD")** on the one hand, and **Thousand Oaks Titans Cricket Club ("TO Titans")**, on the other hand, in light of the following:

- A. **Whereas** TO Titans is a member of Southern California Cricket Association, a non-profit organization formed in 1935 to serve the areas ranging from San Diego to Santa Barbara and inland to Riverside; and
- B. **Whereas** TO Titans was formed in 2017 to work with CRPD to support the growth and playing cricket for the Ventura County cricket playing community; and
- C. **Whereas** interest in the sport of cricket in the region has grown; and
- D. **Whereas** in Spring 2021, CRPD permitted cricket at Peppertree Playfield for the enjoyment of the cricket community; and
- E. **Whereas** TO Titans members desire to promote and grow the sport of cricket, locally and regionally; and
- F. **Whereas** TO Titans desires to assist CRPD in the installation of a synthetic turf cricket pitch, and maintenance and operation of, the cricket turf at Pepper Tree Playfield; and
- G. **Whereas**, CRPD desires to designate TO Titans as one of the primary community-permitted groups as described herein at Pepper Tree Playfield.

Now, Therefore, In Consideration Of The Foregoing And These Mutual Promises, It Is Agreed As Follows:

1. TO Titans Agrees To:

- a) Construct and maintain synthetic turf cricket pitch improvements (approximately 10' x 80') in an open public park facility; available to the public when TO Titans use is not permitted.
- b) Assist and coordinate, under CRPD's direction and approval, with the synthetic turf cricket pitch improvements to and maintenance of Pepper Tree Playfield. Any improvements to the Pepper Tree Playfield shall be the sole property of CRPD.
- c) Assist, under CRPD's direction and approval, with instruction and programs at Pepper Tree Playfield for the furtherment and betterment of the sport of cricket.
- d) To make efforts to help CRPD maintain the cricket turf and the Peppertree playfields by trimming the natural grass and maintaining a 3' (3 foot) perimeter around the cricket turf.

- e) Indemnify, defend and hold CRPD and its Board members, officials, employees, agents, invitees, and volunteers harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from any negligent act or omission either under this Agreement, by TO Titans or any of its contractors, servants, employees, permittees, invitees or agents, from and against all claims and liabilities including; costs, judgements, attorney fees, and expenses incurred in or about any such claim, action, or proceeding brought thereon.
- f) Obtain, pay premiums for, and thereafter maintain during the entire term of this Agreement and any extension thereof, General Personal Injury/Property Damage Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$2,000,000 per occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of not less than \$3,000,000). All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. The District, its Board members, officials, employees, agents, invitees, and volunteers shall be named as additional insureds. TO Titans shall provide the District with copies of certificates for all policies, with the appropriately named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to the District.

2. **CRPD** Agrees to:

- a) Allow TO Titans to utilize Pepper Tree Playfield for the sport of cricket during scheduled use via an approved permit. Subject to CRPD's field allocation policies and practices as they may be amended from time to time.
- b) Coordinate with TO Titans so that TO Titans may host annual contests, competitions, sponsored activities, or fundraisers attended by patrons from regional clubs at Pepper Tree Playfield.
- c) At all times TO Titans use of Pepper Tree Playfield is subject to CRPD priorities related to other community uses. CRPD will collaborate and coordinate with TO Titans to determine scheduling for such community uses.
- d) To make efforts to accommodate TO Titans throughout the year for the growing and popularizing the sport of cricket.
- e) To make efforts to help TO Titans maintain the cricket turf by ensuring the CRPD maintenance lawn mowers and grass trimmers do not trim 3' area around the synthetic turf and help in installing an Information board advising best practices to the general public regarding usage of the cricket turf.
- f) The initial term of this MOU, is one year commencing on March 2, 2023 and ending March 1, 2024, and is subject to annual renewal by mutual agreement of both parties.

3. TO Titans and CRPD Further Agree that, during the term of the MOU:

- a) CRPD shall maintain the Pepper Tree Playfield in accordance with industry standard practices for turf and grounds management of public park, multi-use fields, and public use areas. TO Titans is responsible for maintaining, repairing, and replacing the synthetic cricket turf improvements. CRPD is under no obligation to maintain, repair, replace the synthetic turf cricket pitch or immediate areas adjacent to the work including but not limited to; grading, top dressing, and wear of synthetic turf due to adjacent natural turf. CRPD and TO Titans shall jointly cooperate to develop on-going maintenance standards.
- b) TO Titans, or its designee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits and licenses, and certificates that may be required in connection with the performance of the improvements under this Agreement.
- c) CRPD's Parks and Planning Division will monitor the progress and execution of this Agreement. CRPD will designate a representative to provide supervision and have the overall responsibility for the progress and execution of this Agreement.
- d) CRPD will be solely responsible for issuing permits for the improvement along with the other facilities at the premises (No sub-leasing). The improvement shall become the property of CRPD upon completion.
- e) TO Titans shall be solely responsible for the ongoing maintenance, repair, operations, and eventual replacement(s) of the improvement and the associated costs and equipment to accomplish these responsibilities during the full term of this agreement. TO Titans shall provide industry standard maintenance and operations for the improvement, including, but not limited to: establishing policies regarding patron usage of the improvement; communicating with TO Titans members of such usage policies including installing on site signage; regular cleaning to remove debris; sanitation and disinfection as necessary; watering to reduce surface temperature as necessary; maintenance and testing of surface hardness as necessary; infill replacement as necessary; repairs as necessary; and replacement of the improvement as necessary. TO Titans may apply for future CRPD grants with CRPD to accomplish these responsibilities. However, CRPD makes no representations, warranties or promises that future grants will be awarded.
- f) TO Titans or its designee will act as an independent contractor and will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give CRPD the right to direct TO Titans as to the details of doing the work or to exercise a measure of control over the work means that TO Titans will follow the direction of CRPD as to end results of the work only.
- g) TO Titans agrees to comply with all laws, regulations, and requirements of all Municipal, State and Federal authorities now in force, or which may subsequently be in force, pertaining to this Agreement and will faithfully observe while performing this Agreement, all such laws, regulations, and requirements now in force or which may subsequently be in force.

- h) TO Titans agrees that in the performance of the Agreement and in the provision of any service, TO Titans will not unlawfully discriminate against any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability.
 - i) TO Titans shall, at CRPD's request, provide access to CRPD representatives to review all financial books and records of TO Titans related activities. On an annual basis, TO Titans shall provide a report to CRPD staff regarding annual cricket activity and use.
 - j) TO Titans will comply with all federal, state, and local laws and any regulations and/or conditions CRPD may establish from time to time.
 - k) While present, during cricket games and practice sessions, TO Titans will maintain the secure status of the Pepper Tree Playfield.
 - l) Either party may terminate this Agreement by delivering written notice to the other party of the effective prospective date and time of termination.
 - m) The use of Pepper Tree Playfield will likely be unavailable during necessary maintenance periods, as well as significant CRPD-sponsored community events and that CRPD will use its best efforts to provide as much notice as reasonably possible when some, or all, of Pepper Tree Playfield will be unavailable.
 - n) TO Titans will cooperate with CRPD to allow use of the Pepper Tree Playfield cricket pitch by cricket players other than those registered with TO Titans, and other sports field users, to the extent such use can be done without interrupting or limiting use by TO Titans pursuant to this MOU. Such permitted groups shall add TO Titans on any CRPD-required Certificate of Insurance naming CRPD and TO Titans as additional insureds. CRPD and TO Titans shall each maintain designated contact persons whose duty shall include allocating reasonable time to other users consistent with this paragraph. Disagreements between TO Titans and CRPD regarding use of the fields will be submitted to binding neutral arbitration and the prevailing party in any such arbitration shall be awarded any fees it paid to the arbitrator and reasonable costs of the arbitration as provided by California law for actions filed in court.
4. **Non-Transferability.** This MOU is non-transferable without the consent of each party.
5. This MOU shall be construed in accordance with California law.
6. This Agreement shall be binding upon the parties and their successors in interest.
7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties. There are not other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

8. **Notice.** Any written notice required by this MOU shall be delivered to:

CRPD

Jim Friedl
General Manager
Conejo Recreation & Park District
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
jfriedl@crpd.org

TO Titans

Yatin Patki
President
Thousand Oaks Titans Cricket Club
74 Mayflower Court
Thousand Oaks, CA 91360
yatin.patki@gmail.com

IN WITNESS WHEREOF, the parties have executed this MOU as of the date written below.

3/6/2023

Dated

DocuSigned by:

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Jim Friedl, General Manager
CONEJO RECREATION AND PARK DISTRICT

3/6/2023

Dated

DocuSigned by:

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Yatin Patki, President
THOUSAND OAKS TITANS CRICKET CLUB