

**AGREEMENT BETWEEN THE CITY OF ALAMEDA AND ALAMEDA LITTLE
LEAGUE BASEBALL
FOR THE USE OF LITTLEJOHN BASEBALL FIELD DURING LITTLE LEAGUE
SEASON**

This Memorandum of Understanding (“MOU”), entered into this _____ day of _____, 2026, by and between the **CITY OF ALAMEDA**, a municipal corporation (hereinafter referred to as City) and **ALAMEDA LITTLE LEAGUE BASEBALL**, a California nonprofit corporation, whose address is 2857 Sea View Pkwy Alameda, CA 94502 (hereinafter referred to as League), is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City and League desire to enter into an agreement for use of Littlejohn Baseball Field (the Property), as shown in (Exhibit 1), upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this agreement shall commence on March 15, 2026 and terminate on February 15, 2027, unless terminated earlier as set forth herein.

2. TERMS AND CONDITIONS

- A. Between February 1 through May 31, and August 1 through October 31 the following terms will apply:
 - i. League is responsible for maintenance, management and scheduling of the Property and retains exclusive use of Property. City may request use of the Fields from League but will not pay fees to League for any use for City programs.
 - ii. League maintenance responsibilities include edging the infield, batters’ box, infield dirt, collecting trash and debris after use and placing in trash and recycling cans, and other maintenance related to the fields.
 - iii. Hours of permitted use: Monday through Friday 4:30pm -7pm, Saturday 9am -7pm and Sunday 9am -5pm as needed for make-up games.

- B. Between July 1 through July 31 and November 1 through February 1, the following terms will apply:
- i. City is responsible for maintenance, management and scheduling of the Property.
 - ii. Fields on the Property are available for City to schedule any user group per the City's Field Allocation Policy.
 - iii. League may request use of the Fields from City and is responsible for paying standard field use hourly fees (per City Council approved User Fee Schedule).
- C. Ongoing Responsibilities:
- i. City is responsible for mowing, irrigation, weed trimming along the fence line on Pacific Ave, trash/recycle cans along the same fence line, and tree maintenance. Only the City may make physical improvements to the Property and the City will follow all procurement policies in arranging for and completing improvements. Improvements include enclosure and widening of both dugouts for safety, 20 foot tall netting along the first and third baseline, and temporary fence extensions along the first and third baseline and perimeter outfield. If the City determines that additional safety improvements are necessary and League agrees, League shall be responsible for reimbursing the City for all costs associated with such improvements. If the League does not agree, the Agreement will terminate.
 - ii. League is responsible to drag and line the fields on the Property for each use, regardless of season, as is required of all athletic field user groups per the City's Field Use Agreement.
 - iii. If the League believes that improvements need to be made to the Field, the League must request such improvements in writing. If the City agrees such improvements are necessary, City will have at least 60 days in which to arrange and install such improvements.

3. Miscellaneous

- i. League acknowledges concerns related to parking impacts in surrounding neighborhoods and shall take responsibility for communicating and managing parking expectations for players and others attending the games (Exhibit 2). League's failure to observe or to comply with the parking plan are grounds for immediate termination of this Agreement
- ii. League is responsible for responding within 24 hours to any concerns raised by members of the public or by the City.
- iii. League may use amplified music only with the prior written approval of the City.

iv. League shall follow the City mobile vending Ordinance 3391 as to concessions and vending.

v. Either party may terminate this Agreement immediately for cause. Cause shall include, without limitation to material violation of this Agreement, including any act by one party exposing the other party to liability to others for personal injury or property damage. These provisions are in addition to and not a limitation of any other rights or remedies available under this Agreement. Either party may terminate this Agreement without cause with 30 days written notice to the other party.

vi. League shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

City of Alameda

Name: Adam Politzer

Title: Interim City Manager

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Ron Matthews
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Alameda Little League 3/19/2026

Name: Ron Matthews

Title: President