

## LICENSE AGREEMENT

This License Agreement is between the Maryland-National Capital Park and Planning Commission, 9500 Brunett Avenue, Silver Spring, Maryland (“Commission”), and \_\_\_\_\_ (“Organization”).

WHEREAS, the Commission has determined there is a need to improve playing fields (“Fields”) located in Montgomery County that are operated by the Commission; and

WHEREAS, the Commission has determined that there are limited public funds for maintenance and improvement of Fields; and

WHEREAS, the Commission has determined that it is in the public interest to allow an organization to perform some regular maintenance on Fields to improve the quality of the Fields, under this License Agreement (“Program”); and

WHEREAS all Fields under the Program will remain multi-purpose and gender neutral to ensure that Fields may be used for all types of sport activities; and

WHEREAS the purpose of the Program is to provide regular, non-publicly funded maintenance and certain improvements on Fields to improve the quality of the Fields for the mutual benefit of the Commission and the users; and

WHEREAS the Organization desires to donate labor and materials for improvements and maintenance of a certain field in exchange for use.

THEREFORE, the Commission and Organization agree as follows:

1. **Recitals.** The above recitals and the Policy Guidelines and Enforcement Procedures for this License Agreement are incorporated herein by reference.
2. **Eligibility.** Organization represents that: (a) the membership of the Organization is comprised of at least two-thirds Montgomery County residents, and (b) the Organization meets the eligibility requirements of the Program.
3. **Affected Field.** The Organization has agreed to donate labor and materials for improvements and maintenance of Ballfield # \_\_\_\_\_ (Field # and Park Name).
4. **Term.** The term of this Agreement is for one (1) year from the date of execution by the Executive Director of the Commission.
5. **Field Maintenance and Renovation Requirements.** The Organization shall provide maintenance and renovation of the Fields during the six months of the year they use the field during the term of this Agreement.

The Organization must meet on site with the Park Manager to determine the existing condition of the Fields, and to agree upon the maintenance and renovation requirements. The Park Manager shall list these requirements on Maintenance and Renovation Requirements, Attachment B, attached hereto and incorporate herein. The Commission may require the Organization to use a licensed contractor familiar with the type of work. The Organization must submit a proposed work proposal to the Park Manager. The Park Manager must approve the work proposal, with any changes, and send the approved work proposal to the Organization. The Organization must commence the work in accordance with the approved work proposal.

- 6. **Field Use.** The Commission shall in consideration of the Organization providing regular maintenance of the Fields, issue permits to the Organization for exclusive use of the Fields during the season as follows:
  - \_\_\_\_\_  
(Describe Number of Games & Schedule – Dates & Times)
  - \_\_\_\_\_  
(Describe Number of Games & Schedule – Dates & Times)
  
- 7. **Additional Permits.** The Commission may issue permits to other persons for use of the Fields at other times in accordance with the Commission’s scheduling guidelines. The Commission may issue additional permits to the Organization if other persons have not requested permits for the Fields. The Commission shall not deny use to other persons nor cancel permits issued to other persons to provide the Organization with more permits than expressly stated in paragraph 6. If the Organization requests additional permits that exceed the days allocated to the Organization in paragraph 6, the Commission shall consider those requests in accordance with Commission’s scheduling guidelines.
  
- 8. **Fees.** The permit fees for the permits issued under paragraph 6 are waived. The Organization must pay the Commission any applicable permit fees for permits issued in excess of those issued under paragraph 6.
  
- 9. **Agency Review.** The Commission may submit this Agreement to Montgomery County, Maryland and the Board of Education of Montgomery County prior to its approval to ensure that any priority use granted herein will not intrude on reasonable school and public recreation programs.

10. **Organization.** The term “Organization” includes all of its officials, officers, members, employees, agents, and representatives, unless otherwise stated.
11. **Independent Contractor.** The Organization is an independent contractor and not an officer, employee, agent and representative of the Commission.
12. **Non-Discrimination.** The Organization shall not discriminate against any person or employee because of age, sex, race, creed, color, disability, or national origin. If the Organization is determined by a final decision of an administrative agency or a court to be in violation of any nondiscrimination provisions, including employment provisions, of Federal, State, or local laws and regulations, the Commission may terminate or suspend this Agreement in whole or in part, and the Commission may declare the Organization ineligible for any future Agreements with the Commission.
13. **Reports.** The Organization must complete and submit to the Park Manager by the 15<sup>th</sup> of the month following the reporting period the Monthly Athletic Field Maintenance Report, Attachment D, attached hereto and incorporated herein. The Organization must complete and submit to the Park Manager by the 15<sup>th</sup> of the month following the reporting period the Quarterly Athletic Field Maintenance Report, Attachment E, attached hereto and incorporated herein.
14. **Compliance with Laws and Regulations.** The Organization shall comply with all Commission, State, Federal, and local laws and regulations relating to the subject matter of this Agreement and performance under this Agreement.
15. **Insurance.** The Organization shall obtain and maintain comprehensive general liability insurance and other types of insurance as specified by the Commission’s Office of Risk Management. The Organization shall furnish to the Commission an insurance certificate provided by the contractor before the contractor performs any work on the Fields. The certificate of insurance shall name the Commission as an additional insured and shall require 45 calendar days advance written notice to the Commission in the event of termination, cancellation or modification of coverage.
16. **Indemnification.** The Organization shall indemnify and save harmless the Commission from and against all legal actions, liability, claims, damages, costs or expenses of any kind which may be brought against the Commission due to Organization’s or its officials, officers, members, employees, agents, and representatives negligence, wrongful conduct, negligent performance or failure to perform any of the obligations under this Agreement. Indemnification shall commence on the date of execution of this Agreement by the Commission and shall survive the expiration or termination of this Agreement.

17. **Requirements.** The Organization must (a) remove all trash and refuse after use of the Fields, (b) comply with the Park Rules and Regulations of the Commission effective on March 21, 2008, (c) not install any structures, temporary or permanent, without prior written approval of the Commission.
18. **Inclement Weather.** The Organization shall not use the Field when any of the following conditions exist: (a) the Commission's inclement weather recording states that the Field is not playable; (b) steady rain is falling; (c) water is standing on the Field; (c) one-half inch of rain or more has fallen within the previous 24 hours; (d) the ground is muddy and soil clumps or clings to shoes; (e) the ground feels "spongy, (f) the soil is frozen; and (g) there is lightning or an electrical storm.
19. **Modifications.** The Organizations must obtain prior written approval from the Commission for any modifications to the Fields.
20. **Review and Reevaluation.** The Commission shall review and evaluate all work performed by the Organization not less than once a year.
21. **Termination for Convenience.** The Commission may terminate this Agreement upon 15 days prior written notice to the Organization.
22. **Termination for Default.** The Commission may terminate this Agreement when the Commission determines that the Organization: (a) has defaulted in performance of this Agreement, or (b) is not complying with any provision of this Agreement. Prior to termination, the Commission shall provide the Organization with written notice specifying the default or failure. The notice shall provide that Organization has a period of not less than 15 days from the date of the notice, to cure the default or failure, or to make progress satisfactory to the Commission in curing the default or failure. Upon expiration of the period specified in the cure notice, the Commission may issue a written notice of termination effective immediately, unless the Commission determines that the default or failure has been cured or that progress satisfactory to the Commission has been made in curing the default or failure. The Organization shall be liable to the Commission for all of the Commission's costs, expenses and damages of any kind caused by the Organization's default or failure to comply with the provisions of this Agreement and for permit fees.
23. **Appeal.** The Organization may appeal a termination for default under any appeal procedure then existing in the Adopt-A-Field Program.
24. **Notice.** The Organization shall complete the information below identifying the person, who shall administer this Agreement for the Organization. The Organization must keep this information current. The Organization shall send any notices or communications to the Park Manager.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

25. **Applicable Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland and enforced in a court of competent jurisdiction in Montgomery County, Maryland.
26. **Assignment.** The Organization shall not assign or transfer any right, interest, or obligation under this Agreement without the prior written consent of the Commission.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be modified except by written modification signed by both parties.
28. **Severability.** The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement or any other provision contained therein.
29. **Waiver.** The failure of the Commission to enforce any part of this Agreement shall not be deemed as a waiver thereof.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Organization and the Commission executed this Agreement on the dates written below.

\_\_\_\_\_  
**(Organization)**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**CERTIFICATION**

I hereby certify that the person signing this Agreement on behalf of the Organization is duly authorized to sign this Agreement and to bind the Organization.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Oscar S. Rodriguez  
Executive Director

**ATTEST**

Date: \_\_\_\_\_

\_\_\_\_\_  
Patricia Colihan Barney  
Secretary-Treasurer

**ATTACHMENT A**  
**(Site Map of \_\_\_\_\_ Park)**

**ATTACHMENT B  
MAINTENANCE AND RENOVATION REQUIREMENTS**

PARK: \_\_\_\_\_ FIELD: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

(Contact the Park Manager for requirements/standards.)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

\_\_\_\_\_  
Program Coordinator for Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Manager

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**FIELD MAINTENANCE AND RENOVATION REQUIREMENTS**

**A. General**

1. The Organization must perform all work in accordance with the Requirements for Field Renovation and Maintenance. The Organization must perform maintenance before and after every use during the entire year for the full term of the Agreement. The Organization must have all maintenance approved in advance by the Park Manager.
2. The Park Manager shall monitor and evaluate the work.
3. The Organization shall perform maintenance between the hours of 7:00 a.m. until sunset unless otherwise designated.
4. The Park Manager must approve the work performed by the Organization.
5. The Organization must respond within 24 hours to correct problems or deficiencies in the work.

**B. Fences and Equipment**

The Organization must perform the following:

1. Repair, replace, or install hooded backstop, player protection fences (unless player benches are located behind the backstop), outfield fencing (if deemed necessary for safety), and other fencing to protect adjacent properties. Inspect condition of all existing fencing poles and fabric. Repair or replace as necessary.
2. Player benches - inspect and repair or replace as necessary.
3. Goals - repair or replace, as necessary.

**C. Turf Areas (general)**

1. Treat for broad leaf weed control only as necessary. The Organization may only use pesticide applicators licensed by the Maryland, Department of Agriculture, Pesticide Regulation Section. Pesticide treatments must be approved in advance by the Park Manager.
2. Weed control chemicals may not be applied without prior written approval of the Park Manager.
3. Fill in holes and depressions with topsoil.
4. Particular attention must be focused on areas in front of goals and in other field areas where wear is prevalent.

D. **Mowing**

1. Mow from April 1st through November 30th annually.
2. Remove trash and debris from site before mowing.
3. Mow all turf areas: 2 <sup>1</sup>/<sub>2</sub> to 3 inches so as not to remove more than 1/2 of the leaf blade. An approximate rotation of 7 to 10 days in the spring and fall will be observed. Any resulting clumps shall be dispersed.
4. Mow 25 times per year.
5. All grass and weeds adjacent to vertical surfaces, such as buildings, walls, fences, and trees will be maintained using a line trimmer.
6. Adjacent walkways and court areas should be cleared after mowing.

E. **Fertilizing**

1. Fertilizer shall be applied at a rate of 1.5 pounds of Nitrogen per 1000 square feet. The fertilizer used will have a general nutrient ration of 3-4-2, and be a minimum of 25% slow release.
2. Application shall be made between September 1 and October 15.
3. Any over spread of fertilizer onto paved areas will be removed.
4. If broadcasting granular, a rotary style spreader will be used.
5. Spring fertilizer shall be applied at a rate of .5 pounds of nitrogen per 1000 square feet. Fertilizer will have a general ratio of 2-1-1 and be a minimum of 25% slow release. Application will take place between April 15 and May 15.

F. **Aerating**

1. Fall Aerating shall be performed between August 20 and October 1st.
2. Solid tine or core aeration may be used but the method must be alternated in each consecutive year.
3. The maximum hole diameter must be 1" and spacing be a maximum of 6."
4. Spring aerating shall be performed between April 1 and May 1.

G. **Seeding**

1. Seeding shall be performed one (1) time in the fall between August 20 and October 1.

2. Overseed with 8 pounds/1000 square feet of Maryland certified, turf-type tall fescue for renovations and 4 pounds/1000 square feet for routine maintenance.
3. The seeding must be performed by mechanical means and slicing is preferred.
4. The seeding rate shall be at 6 pounds per 1000 square feet over the worst two thirds of the field area.
5. Top dress with "compro"(or approved equal) 1/8"-1/4."

H. **Infield Maintenance**

1. **Infield mix** - Baseball infield mix shall be free of any stones over 1/4" in any dimension. It shall contain no organic matter and meet the following mechanical analysis:

Sand (2.0-0.05mm)	60% - 75%
Silt (0.05-0.002mm)	15% - 30%
Clay (less than 0.002mm)	0% - 10%

"Home Run" Infield Baseball Mix is recommended

2. **Weekly Maintenance** - 40 times per year.

Scarifying - The top 1/2" to 1" to loosen this portion of the "dirt." This can be done with a "nail drag," and should be done in alternating directions every other week, clockwise then counter clockwise. When scarifying, the operator should stay 6" away from the grass edge with the machine and drag, so as not to build up a "lip" of infield dirt along the edge. This 6" area is to be done by hand with a rake.

Mat/Fine dragging - This is to be done immediately after scarification. This must be done with a drag designed for fine dragging of infields. This is also to be done in alternating directions every other week. The combination of scarifying and fine dragging will enable the smoothing of the infield to within 1/2" over 10'.

Mound and home plate repair - The mound and home plate areas will show signs of wear, with holes as much as several inches deep. These areas are to be scarified and re-filled with soil from the surrounding area and then tamped firm.

Chalking foul (fair) lines - Foul (fair) lines are to be lined each week after dragging. These lines shall be no less than 2" but no greater than 3" wide and true (straight) within 1/2" over 10' of length. Lines are to extend a minimum of 100' into the grass outfield area.

3. **Monthly Maintenance** - 9 times per year, April through December.

Edging - Edging of all grass/skinned areas is to be done monthly. This is to be done to crisply define the skinned portion of the field. Any resulting grass or debris is to be disposed of. A string line is to be used to ensure straight edging and a true radius.

Weeding - Weeding of the skinned area is to be done monthly. With weekly dragging, it is inevitable that some grass and or weeds will germinate in the infield area. They will be removed either manually or with approved herbicides (Round-up Pro or other approved rapid drying non-selective herbicide). Spraying must be coordinated with the Commission representative and must be posted according to Maryland Department of Agriculture guidelines.

4. **Annual Maintenance** - Repairs are to be made between December 2008 and March 2009.

Repairs - The "lip" area (the edge between the dirt and the grass) is to be removed and repaired, so as to create a smooth transition between the infield and the outfield. This may entail removing up to 3' of sod regarding "lip" area and replacing the sod. The mound and home plate areas will require new clay material that will be properly applied and tamped (up to 300 lbs.). The infield is to be worked up to a depth of 2", new materials incorporated, dragged smooth (within 1/2" over 10') and rolled tight. In addition, a new home plate and pitching rubber is to be installed.



**ATTACHMENT E  
QUARTERLY ATHLETIC FIELD MAINTENANCE REPORT**

Park/Field: \_\_\_\_\_

Organization: \_\_\_\_\_

A. Specify the status of renovations or other tasks identified during the initial field inspection prior to execution of the adopt-a-field agreement. (e.g., grading, 100 tons of infield mix, backstop, etc.)

B. Date      Maintenance Task Performed      Weather/Conditions

C. Maintenance Standards Not Met

By signing below the Commission and the Organization acknowledge that the maintenance and renovation performed by the Organization is in accordance with Commission standards except as indicated. Attached are the Monthly Athletic Field Maintenance Reports.

\_\_\_\_\_  
Program Coordinator for Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Manager

\_\_\_\_\_  
Date