

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041100

1. REQUESTED MOTION:

ACTION REQUESTED: BOCC renew five-year contract with Roy Hobbs Diamond Enterprises, enabling Lee County to host Roy Hobbs World Series through 2009.

WHY ACTION IS NECESSARY: Contract is necessary to retain Roy Hobbs World Series.

WHAT ACTION ACCOMPLISHES: BOCC to approve contract term for a period of five (5) years commencing on December 1, 2004 and terminating on November 30, 2009.

2. <u>DEPARTMENTAL CATEGORY:</u> 1		3. <u>MEETING DATE:</u>
COMMISSION DISTRICT #: 3		09-07-2004
4. <u>AGENDA:</u>	5. <u>REQUIREMENT/PURPOSE:</u> (Specify)	6. <u>REQUESTOR OF INFORMATION:</u>
X CONSENT	STATUTE	A. COMMISSIONER
ADMINISTRATIVE	ORDINANCE	B. DEPARTMENT Sports Authority
APPEALS	ADMIN. CODE	C. DIVISION
PUBLIC	X OTHER	BY: Jeff Mielke, Executive Director
WALK ON		
TIME REQUIRED:		

7. BACKGROUND:

Blue Sheet #19990672 between BOCC and Roy Hobbs Diamond Enterprises contract (C950719) will expire after the 2004 Roy Hobbs World Series. A Blue Sheet is needed to execute a new five-year contract, keeping the Roy Hobbs World Series in Lee County through 2009. Event is held annually during the first three weeks of November at the Lee County Sports Complex, Terry Park and Red Sox Player Development Complex.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	
<i>Jm</i>	<i>Bundy Boyer (Co. R. Co.)</i>			<i>KMS 8/25/04</i>	<i>8/25/04</i>	<i>8/26/04</i>	<i>8/25/04</i>	<i>GC 8/26/04</i>
								<i>HS to WHTH 8/26/04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: 8/25/04
Time: 4:15
Forwarded To:
Co. Admin
8/25/04

RECEIVED BY
COUNTY ADMIN:
8/25/04
4:45 pm
COUNTY ADMIN
FORWARDED TO:
8/26/04
SPM

HS.

LEE COUNTY CONTRACT NO. _____

AMENDED LICENSE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2004, between LEE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and Roy Hobbs Diamond Enterprises (hereinafter referred to as "ROY HOBBS"), an Ohio Corporation registered to do business in Florida.

WHEREAS, the COUNTY owns and operates athletic facilities known as the Lee County Sports Complex, Terry Park, City of Palms Stadium and Minor League Complex (hereinafter referred to as "FACILITIES"), and ROY HOBBS is desirous of using a portion thereof as its tournament site in respect to the 2005 and future tournament play as part of the Roy Hobbs World Series; and

WHEREAS, the COUNTY and ROY HOBBS are mutually desirous of entering into an Agreement regarding the foregoing:

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. USE OF FACILITIES

- a. The COUNTY hereby grants to ROY HOBBS a license for using the Premises described on Exhibit "A" (attached hereto and hereby incorporated by reference) for the purpose of holding its practice, exercise sessions, and tournament games during the tournament as defined elsewhere herein. On game days, other programs may be presented by ROY HOBBS in conjunction with or supplementary to the tournament games, if the content of such programs are family-oriented as determined by the County.
- b. During each tournament (as defined in Paragraph 2) ROY HOBBS shall play no more than 3 games per field per day (2 day, 1 night, stadium fields only), unless prevented from playing by governmental regulations, weather conditions, or by factors beyond the control of ROY HOBBS and the COUNTY. If forced by factors beyond the control of ROY HOBBS and the COUNTY, the maximum number of games played per day would be five (5), seven inning games with strict 2.5 hour time limits or four (4), nine inning games with strict 3.5 hour time limits (stadium fields only), 4 and 3 games on daylight only fields. Any decision to increase the number of games would be made in consultation with the COUNTY and its field maintenance personnel.
- c. The COUNTY shall have the right to use the Premises on the days ROY HOBBS

does not have games or practices, but shall coordinate with ROY HOBBS in advance to avoid conflicts.

- d. ROY HOBBS shall be permitted to use the Premises for purposes other than those specified in subparagraph (a) above, during the tournament or otherwise, upon prior approval by COUNTY, which approval shall not be unreasonably withheld. Such other use shall be subject to negotiation with the COUNTY as to terms and conditions on a program-by-program basis.
- e. In the event that the Facilities and/or the Premises are used by the County or other governmental entity as a Hurricane Recovery Site, the COUNTY shall use best efforts to make other Facilities available as alternate playing sites. However, nothing contained herein shall obligate the COUNTY to do so or ROY HOBBS to utilize Alternate Sites under these circumstances.

2. TERM

- a. The term of this Agreement shall be for a period of five (5) years commencing on December 1, 2004 and terminating on November 30, 2009.
- b. The agreement shall cover the following dates for the duration of the contract: Roy Hobbs and the County anticipate that seasons for the next five (5) years shall be approximately the same. Annual dates are contingent upon existing agreements between the County and the Boston Red Sox or the County and the Minnesota Twins. Roy Hobbs' key dates include (actual 2005 dates in parenthesis):
 - 1. Schedule - Roy Hobbs shall advise the County no later than 14 days _____ before the tournament is scheduled to begin _____ as to its game schedule for that year's event.
 - 2. Moving in - Roy Hobbs will take possession of the facilities (ticket office, locker room, etc.) seven (7) days before the tournament is to begin with approval of Lee County, Minnesota Twins and the Boston Red Sox.
 - 3. Moving out - Roy Hobbs will vacate the facilities no later than the seven (7) days after the tournament concludes.
 - 4. Future - Roy Hobbs shall advise the County no later than 30 days after the tournament concludes as to the dates of the next year's event.
 - 5. No special event will be scheduled at Terry Park, Lee County Sports Complex or the City of Palms Park other than the Clyde Beatty-Cole Brothers Circus, by either the County or Miracle Professional Baseball, during the Roy

Hobbs World Series without written authorization of said event by representatives of Roy Hobbs Baseball.

- c. The parties may renew this Agreement for one (1) additional five (5) year period on the same terms and conditions, upon written mutual agreement of the Parties, no later than six (6) months prior to the expiration of the original term hereof.

3. FEES

ROY HOBBS shall pay COUNTY as follows for the baseball-related license granted hereunder:

- a. \$20.00 per unlighted field at all Facilities.
\$40.00 per field with lights.
- b. ROY HOBBS will pay ½ (one-half) of the electric demand fees incurred during the event. However, if there are additional stadium users during the period of this license, the cost of electric shall be shared equally and proportionately by each user.
- c. (1) The County shall notify Roy Hobbs of any possible need to pay overtime wages.
(2) Roy Hobbs shall approve in advance any overtime wages to be paid.
(3) Roy Hobbs shall only be responsible for overtime wages it specifically authorizes.

4. OTHER REVENUE

- a. Concessions must be negotiated with each entity that currently provide these services at each Facility. LEE COUNTY shall not receive any revenue related to concessions or novelties.
- b. Use of fields and batting cages for practice must be scheduled through the appropriate staff.

5. MAINTENANCE OF PREMISES

- a. The COUNTY shall maintain at its sole expense and keep in good, neat, clean, presentable and game-ready condition, the main playing field, practice fields, fences, scoreboard, parking lot, and all the Premises covered by this Agreement, it being an express condition of this Agreement the same be kept in such condition at all times that ROY HOBBS is using the Premises. The maintenance shall include the furnishing of electricity with the exception of the demand fee, lighting, heating, water and restroom supplies to the premises, and Stadium clean-up after each game, except for those areas which are the responsibility of the ROY HOBBS pursuant to subparagraph b. below. Roy Hobbs will be billed for any Turface used to prepare

fields at market price. Tarp will be placed on home plate and pitchers mound areas only. ROY HOBBS to provide security to discourage unsupervised children from gaining access to unauthorized areas. ROY HOBBS to insist that players refrain from wearing spikes while walking on concourse.

- b. ROY HOBBS shall provide acceptable janitorial services for umpires' rooms, the portion of the fourth floor used by ROY HOBBS for operation of the scoreboard, the visitors' clubhouse, the home team clubhouse, ticket office and cleaning of dugouts and dugout restrooms after each day of use. The COUNTY will maintain responsibility for cleaning public restrooms. Accordingly, COUNTY reserves the right to inspect the cleanliness and condition of these areas, and to clean any Premises not meeting COUNTY'S reasonable standards. Any out-of-pocket costs incurred by COUNTY in such cleaning shall be passed on directly to ROY HOBBS.
- c. Since it is contemplated that ROY HOBBS shall use offices, equipment, the scoreboard and outfield billboards, and other items on the Premises which may be owned and/or controlled by the Minnesota Twins or Boston Red Sox, the parties acknowledge it is their mutual intent to enter into an Agreement with the Twins/Miracle or Red Sox regarding such usage. Any provision in the existing Agreement between the COUNTY and the Minnesota Twins or Boston Red Sox which conflicts with any provision of this Agreement shall supersede the conflicting provision herein.

6. INDEMNIFICATION

- a. ROY HOBBS agrees to hold the COUNTY, and its officers, agents, and employees, free and harmless and shall indemnify the COUNTY for any claims or any injury to or death of any person which may be occasioned by the intentional, willful and/or negligent act or omission by any ROY HOBBS employee, official, agent or representative in connection with any service furnished by ROY HOBBS or arising out of or pursuant to any activity of ROY HOBBS which occurs at the Premises provided, however, ROY HOBBS shall not be responsible for any liability in connection with the intentional, willful or negligent acts or omissions of COUNTY employees, officials, or authorized agents, or for any claims arising out of any structural deficiencies or improper maintenance of the Premises, which is the responsibility of COUNTY, or for failure of the COUNTY to discharge its responsibilities hereunder, and for any reasonable attorney's fees and expenses incurred by the COUNTY in defense of such actions of liabilities.
- b. The COUNTY shall indemnify and hold harmless, to the extent permitted by law, ROY HOBBS, its officers, agents, and employees from and against any and all claims, liability, losses, and causes of action which may arise out of any intentional,

willful or negligent acts or omissions of COUNTY employees, officials or agents or representatives, or out of any structural deficiency or improper maintenance by COUNTY of the Premises, or for failure of COUNTY to discharge its responsibilities hereunder, and any reasonable attorney's fees and expenses incurred by ROY HOBBS in defense of such actions, liabilities, or causes of action.

7. INSURANCE

See Exhibit "B", attached hereto and hereby incorporated by reference. ROY HOBBS and Lee County agree to separately negotiate insurance requirements specifically for the Roy Hobbs World Series for the duration of this agreement.

8. ASSIGNABILITY

- a. ROY HOBBS shall not assign this Agreement, or any portion of its rights hereunder without first obtaining the written consent of the COUNTY, which shall not be unreasonably withheld and which shall be granted or denied by COUNTY within thirty (30) days of receipt of the request.

9. DEFAULT

- a. If either party shall default in the performance of any term of this Agreement, then the other party shall send the defaulting party a written notice, specifying the nature of the default. The defaulting party shall, within fifteen (15) days after receipt of the notice, cure and remedy the default, whereupon this Agreement shall continue as before.
- b. If the defaulting party shall fail to cure and remedy such default within such time, the other party shall have the right to declare, by written notice, that the Agreement is terminated and to use all remedies available to it including, but not limited to, any remedies available under this Agreement.
- c. If the COUNTY is the defaulting party, ROY HOBBS may elect to play its games at sites other than the Premises until the default is cured, or it may continue to play at the Premises, may provide the services which the COUNTY has failed to provide at ROY HOBBS own expense, and deduct the reasonable costs of such from the payments otherwise due the COUNTY.
- d. If the default is due to the failure of ROY HOBBS to pay the moneys called for in this Agreement or otherwise perform, the COUNTY is authorized to re-enter, take and repossess the Premises either with or without legal process, in addition to any

other remedies available in law or equity.

10. ALTERATIONS AND ADDITIONS

- a. ROY HOBBS agrees to make no alterations or additions to the physical structure of the Premises unless the plans and specifications: (1) are first submitted to the County Manager for approval (which approval may be withheld for any reason); and, (2) are in compliance with all federal, state, and county laws, rules and regulations and building codes, and any other agency or public authority that may have jurisdiction in these matters.
- b. Any approved alteration or addition permanently attached or affixed to the Premises shall be made at the sole cost of ROY HOBBS, and shall become the property of the COUNTY, unless such alteration or addition can be removed without affecting the Premises, in which event it may be so removed and remain the property of ROY HOBBS.

11. TAXES

ROY HOBBS agree to pay when and if due, all sales, use or other taxes imposed as a result of ROY HOBBS performing its obligations under this Agreement, including any sales tax due on payments made pursuant to this Agreement, except to the extent the COUNTY may have independent statutory liability for income tax.

ROY HOBBS shall have the right to review or protest or cause to be reviewed or protested, by legal proceedings, any such taxes to the taxing authority. If any such taxes or other charges shall, as a result of such proceedings, or otherwise, be reduced, canceled, set aside or to any extent discharged, ROY HOBBS shall pay the amount that shall be finally assessed, imposed, and determined to be due and payable on any such disputed or contested item, including any fines or penalties assessed to the County as a result of ROY HOBBS failure to pay such amount in timely fashion. County fees for facility use will include Florida sales tax.

12. PROMOTION

- a. ROY HOBBS shall use its best efforts to promote all events to be presented by it at the Premises. The COUNTY agrees that during the term of this Agreement, it will give moral support and encouragement to ROY HOBBS, by including reasonable reference to ROY HOBBS in COUNTY publicity and promotional literature where possible.
- b. Each party shall have the right to use the other's name for promotional purposes upon prior review and permission by the other for the duration of this agreement.

13. MISCELLANEOUS TERMS

- a. Both parties agree that time is of the essence herein.
- b. The COUNTY shall have the right to enter into the Premises at all reasonable hours for any purpose not inconsistent with the terms of this Agreement, including to conduct inspections, which inspection(s) shall not be inconsistent with ROY HOBBS reasonable security measures.
- c. If the Premises are condemned, destroyed or damaged due to fire, hurricane, windstorm, or other catastrophe so as to be unsuitable for ROY HOBBS games, and the COUNTY is unable or unwilling to repair or rebuild same, as determined within fifteen (15) days from the date of its assessment of such damage, then ROY HOBBS may cancel and declare this Agreement terminated. If damage is such that same can be repaired within the fifteen (15) day period and if the COUNTY, in its sole discretion, elects to do so, then COUNTY agrees that it will do so at its sole cost and expense and ROY HOBBS agree to remain obligated under the terms and conditions of this Agreement, provided, however, that during the period of repair, ROY HOBBS may play their games at such other stadium as ROY HOBBS may choose at its sole discretion, and no rental payments shall be due to COUNTY during such period.
- d. This Agreement contains the entire understanding between the parties hereto and supersedes any oral communication. It may only be modified by written Agreement, signed by all of the parties hereto or their respective successors or assigns.
- e. Paragraph headings are not part of the substance of this Agreement and shall have no effect upon the construction or interpretation of any terms or conditions hereof.
- f. If any section, subsection, clause, provision or part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected.
- g. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assignees, and shall be construed and enforced according to the laws of the State of Florida.
- h. No waiver or any provision hereof shall be deemed to have been made unless such waiver be in writing. The failure of either party to insist upon the strict performance of any of the provisions or conditions of the Agreement shall not be construed as waiving or relinquishing in the future any such covenants and conditions, but the same shall continue and remain in full force and effect.
- i. Both parties shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments.

- j. Whenever in this Agreement the approval or consent of a party is necessary for a particular act or undertaking, such approval or consent shall not be unreasonably withheld, except where expressly stated.
- k. ROY HOBBS shall negotiate any concession agreements with Miracle and/or Red Sox.

14. NOTICES

All notices required by law or by this Agreement to be given by one party to the other, shall be in writing, and the same shall be delivered by hand, or shall be mailed certified mail, return receipt requested, to the following addresses:

COUNTY: Lee County Parks and Recreation
P. O. Box 398
Fort Myers, FL 33902-0398

Additional Notice to: County Attorney
P. O. Box 398
Fort Myers, FL 33902-0398

ROY HOBBS: Roy Hobbs Diamond Enterprises
2048 Akron Peninsula Road
Akron, OH 44313

IN WITNESS WHEREOF, the parties have set their hands and seals, the day and year first above written.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
County Attorney's Office

WITNESSES

ROY HOBBS DIAMOND ENTERPRISES

Witness Printed Name

By: _____
Tournament Director

Witness Signature

Witness Printed Name

Witness Signature

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared personally known Authorized Representative of ROY HOBBS DIAMOND ENTERPRISES, and acknowledged that he executed the foregoing Agreement for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS WHEREOF, I have set my hand and official seal at Tort Meters, Ft. Lee, Va. in the State and County aforesaid on the 2 day of July, 2004.

Constance J. Keenan
Notary Public

My Commission Expires: 3/19/05

(SEAL)



EXHIBIT "A"

- A. Hammond stadium playing field.
- B. All rooms and areas located within stadium except use of home team locker room prior to November 2nd or the last regular day of the Minnesota Twins Instruction League, whichever is dictated by calendar day of the year. After such date ROY HOBBS must work with Twins/Miracle representative in order to use locker room. Access to third floor must be approved by Miracle Baseball.
- C. Baseball Fields 1-2-3-5.
- D. 2 ½ fields.
- E. Batting Cages.
- F. Parking Area.
- G. Lee County, or designee, will continue to schedule softball fields.
- H. City of Palms Park and Practice Field and Minor League Complex.
- I. Terry Park.

EXHIBIT "B"

INSURANCE

ROY HOBBS shall provide the following described insurance, except for coverage's specifically waived by the County, on policies and with insurers acceptable to the County.

These insurance requirements shall not relieve or limit the liability of ROY HOBBS. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect ROY HOBBS interests or liabilities, but are merely minimums.

Except for workers' compensation, ROY HOBBS insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this contract or agreement. ROY HOBBS shall request its insurers to expand coverage as required herein and to provide that failure of ROY HOBBS to comply with any of the policy provisions will not void coverage for the County.

Except for workers' compensation, ROY HOBBS waives its right of recovery against the County, to the extent permitted by its insurance policies.

ROY HOBBS shall request that its insurers' policies shall include or be endorsed to include a severability of interests/cross liability provision so the County will be treated as if a separate policy were in existence without increasing the policy limits of liability.

ROY HOBBS deductibles/self-insured retention's shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County, reasonably exercised. ROY HOBBS is responsible for the amount of any deductible or self-insured retention.

Workers' Compensation Coverage

ROY HOBBS shall purchase and maintain workers' compensation insurance for all workers compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

ROY HOBBS shall also purchase any other coverage's required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

ROY HOBBS shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office.

MINIMUM LIMITS OF: \$2,000,000 per occurrence with no aggregate limit for General Liability,

\$1,000,000 per occurrence for Automobile Liability must be provided. The Employer's Liability limit for Workers' Compensation shall be a minimum of \$100,000 each accident, and \$100,000 each employee/\$500,000 policy limit for disease.

Commercial General Liability

If Commercial General Liability coverage is provided:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage's.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Occurrence Form

The occurrence form of Commercial General Liability is preferred because it does not require special retroactive date of coverage of extended reporting period provisions.

Claims Made Form

If a claims made form of Commercial General Liability is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of unlimited duration and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Comprehensive General Liability

If Comprehensive General Liability coverage is provided it shall include at least:

Bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Broad Form Comprehensive General Liability coverage, or its equivalent, with at least:

Broad form contractual liability covering this agreement or contract, personal injury liability and broad form property damage liability.

Products/Completed Operations Coverage

Whether Commercial or Comprehensive General Liability policy forms are provided, ROY HOBBS is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three years beyond the County's acceptance of renovation or construction projects that have been made by and/or are the responsibility of ROY HOBBS.

Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Watercraft/Aircraft Liability

If ROY HOBBS provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned, and hired.

Excess or Umbrella Liability

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's, including but not limited to the coverage trigger, defense, notice of occurrence/accident/circumstances, notice of claim and extended reporting period.

CERTIFICATE OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

New Certificates of Insurance are to be provided to the County at least 15 days prior to coverage renewals.

If requested by the County, ROY HOBBS shall furnish complete copies of ROY HOBBS insurance policies, forms and endorsements.

For Commercial General Liability coverage ROY HOBBS shall provide an indication of the amount of claims payments or reserve chargeable to the aggregate amount of liability.

With regard to claims made liability coverage, ROY HOBBS shall provide evidence of purchase of the required supplemental extended reporting period discovery coverage. The County may, at its option, require establishment of an escrow account equal to the cost of extended reporting period discovery coverage, to be returned after maintenance of coverage for 3 years.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the

County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of ROY HOBBS obligation to fulfill the insurance requirements herein.

INSURANCE OF THE OTHER PARTY PRIMARY

Insurance required of ROY HOBBS or any other insurance of ROY HOBBS shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by ROY HOBBS for the protection of all persons, including employees, and property. ROY HOBBS shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.