

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

**From:** Mike Blondino, District Administrator  
Alaina Lofthus, Recreation Services Manager

**Date:** January 19, 2023

**Subject:** Facility Use Agreement with Carmichael Girls Softball

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***Introduction/Background:***

Carmichael Girls Softball (CGS) is a volunteer non-profit softball league for youth ages 4 – 17. They were founded in 1969 and strive to provide opportunities for every player to develop softball skills, have respect for teammates and competitors, and achieve individual goals. They work on teaching life lessons and pride themselves on creating a fun and positive environment. Carmichael Recreation and Park District has enjoyed a strong relationship with Carmichael Girls Softball at Carmichael Park. They have access to a total of five (5) fields and a snack bar and serve approximately 250 players and their families throughout the year.

***Discussion:***

Carmichael Girls Softball previous agreement expired on December 31, 2022. Staff has drafted an agreement (attached) for use of the ball fields (5) at Carmichael Park. The agreement outlines specific responsibilities to care and maintain the facilities and describes fees associated with reserving the field including maintenance and player fees. According to the agreement, Carmichael Girls Softball will reserve the ball fields Monday thru Thursdays from 2:30pm – 9:30pm, Fridays 2:30pm – 10pm, and Saturdays and Sundays from 6:30am to 10pm with some exceptions on certain fields. The maintenance fee associated with this use is \$596.63 for 2023 with a 5% increase for 2024 and again in 2025. The snack bar utilities fee associated with this use is \$578.53 (480 sq. ft.) for 2023 with a 5% increase for 2024 and again in 2025. Additionally, CGS will pay a per player fee of \$8.00 for 2023, \$9.00 for 2024, and \$9.00 for 2025. The maintenance and player fees will go towards field preparation, irrigation, weed abatement, water costs, repairs, and park impact by additional users.

Some changes in the new agreement include the following:

- Addition of Compliance with Laws Section (consistent with more recent agreements) with a new part regarding evidence of compliance from CGS of background checks of all current employees, volunteers, contractors, and subcontractors.
- Facilities Section – Requirement for all Facility Use Agreements and Contracts and references the District's ADA Transition Plan.

- Updated headings and format

The term of the agreement shall commence on February 1, 2023 and shall terminate at 11:59pm on December 31, 2025.

The agreement has been reviewed by County Counsel and County Risk Management.

***Recommendation:***

Staff recommends that the Carmichael Recreation and Park District Advisory Board of Directors approve the terms and conditions of the Facility Use Agreement with Carmichael Girls Softball for the use of the ball fields at Carmichael Park effective February 1, 2024 to 11:59pm on December 31, 2025, as presented and authorize the District Administrator or designee to sign the Agreement (FUA).

# FACILITIES USE AGREEMENT CARMICHAEL RECREATION AND PARK DISTRICT FOR BALL FIELD AND SNACK BAR USE

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “**Agreement**”) is made by and between the CARMICHAEL GIRLS SOFTBALL ORGANIZATION, INC. (hereinafter referred to as “**PERMITTEE**”) and the CARMICHAEL RECREATION AND PARK DISTRICT, a recreation and park district formed pursuant to Public Resources Code Section 5780 et seq ( hereinafter referred to as “**DISTRICT**”), as of the 1<sup>st</sup> day of February, 2023 (“**Effective Date**”).

## RECITALS

- A. Ownership.** DISTRICT is the owner and operator of Carmichael Park located at 5750 Grant Avenue, which is more particularly described in Exhibit “**A**”, and situated in Carmichael, California, hereinafter referred to as the “**Premises**”.
  
- B. Permit.** PERMITTEE desires a Permit to use a portion of the Premises, consisting of ball fields and a snack bar (collectively “**Fields**”), for purposes of providing youth sports activities (softball) including practices, games, and related activities. The DISTRICT is willing to grant PERMITTEE a Permit to use the Fields for purposes of youth sports activities (softball) on the following terms and conditions as contained herein.

*(Remainder of page intentionally left blank)*

## **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, DISTRICT and PERMITTEE agree as follows:

### **I. PERMISSION.**

DISTRICT hereby grants to PERMITTEE, a Permit to use five (5) ball fields and snack bar, which are located at Carmichael Park, 5750 Grant Ave., Carmichael, CA 95608, herein referred to as "**Fields**", to teach softball to youth within the boundaries of their softball program for games and/or practices. All activities on the Fields will be conducted in accordance with the provisions of this Agreement and the guidelines of the USA Softball Youth Softball Program.

### **II. TERM**

The term of this Permit shall commence on February 1, 2023 and shall terminate at 11:59 p.m. on December 31, 2025.

### **III. TERMINATION**

PERMITTEE may terminate the Agreement by providing thirty (30) day's written notice to the DISTRICT. Notice of termination by DISTRICT shall be given, with or without cause, upon 30 days written notice. In the event the PERMITTEE terminates without the advance notice to the District Administrator and Recreation Manager required by this paragraph, the PERMITTEE is responsible for any financial loss incurred by the DISTRICT pursuant to this Agreement.

### **IV. LEAGUE ROSTER**

1. Within 30 days of the conclusion of PERMITTEE's registration period(s), or within 30 days of the signing of this Agreement, the PERMITTEE is to provide the DISTRICT with a list of participants, including age, gender, and address. The roster data will be used by the DISTRICT for statistical purposes and to verify the total Youth Player Fee for each PERMITTEE. The roster data will not be disclosed, given or sold to any person or business for any reason, to the extent that non-disclosure is allowed under the California Public Records Act.
2. Player fees are required for access to all DISTRICT Facilities.
3. Submit rosters to the Recreation Services Manager either by email or 5325 Engle Rd, Suite 100, Carmichael, CA 95608.
4. Current and future field permits are contingent upon accurate rosters and payments.

### **V. FEES**

1. PERMITTEE shall pay a fee of \$596.63 for 2023 to the DISTRICT for maintenance costs with an annual 5% Escalator.
2. PERMITTEE shall pay Youth Player Fees set forth herein. The Youth Player Fees will go towards water costs, repairs and other expenses the DISTRICT incurs from owning the facility.

3. Fee per player per main season involved in organized sports programs that utilize DISTRICT athletic fields will be assessed the following amount:
  - a. 2023 Seasons = \$8.00 per player
  - b. 2024 Seasons = \$9.00 per player
  - c. 2025 Seasons = \$9.00 per player
4. PERMITTEE shall pay a fee of \$578.53 (480 sq. ft.) for 2023 to the DISTRICT for electricity for the snack bar building with an annual 5% Escalator.
5. The PERMITTEE'S main season is spring, February through July.
6. When the PERMITTEE submits its team rosters, the DISTRICT will then submit an invoice for the player fee.
  - a. Full payment is due to Carmichael Recreation & Park District, 5750 Grant Avenue, Carmichael, CA 95608, within 30 days of receiving an invoice from the DISTRICT.

**VI. WRITTEN COMMUNICATION AND NOTICE**

All notices from either party to the other under this Agreement shall be in writing and sent by nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid with receipt obtained, addressed to the other party at the address provided below, or such other address as the party to receive the notification may subsequently designate by written notice to the other:

To DISTRICT at:

Carmichael Recreation and Park District  
 5750 Grant Avenue  
 Carmichael, CA 95608  
 Phone: (916) 485-5322

To PERMITTEE at:

Carmichael Girls Softball  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VII. COMPLIANCE WITH LAWS**

1. PERMITTEE shall observe and comply with all applicable federal, state, and local laws, regulations and ordinances.
2. PERMITTEE shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Department of Public Health and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention for the protection of staff and participants, including regulations concerning education, training, routine cleaning, and on-site washing.
3. In the event and to the extent that PERMITTEE and/or his/her employees, volunteers, contractors, or any other relevant person shall have supervisory or disciplinary authority over any minor as part of the services to be performed, the PERMITTEE is required to ensure that he/she and all of his/her employees, volunteers, contractors, or any other relevant person providing services under this FUA comply with Public Resources Code, Section 5164, namely, they must undergo a DOJ background check before being retained or hired to perform services under this FUA.

4. Evidence of compliance shall be presented to the DISTRICT, on the form provided, Exhibit B, Certification of Background Checks before this FUA is signed by the DISTRICT, for the PERMITTEE and all then current employees, volunteers, contractors, or subcontractors. Additionally, evidence of compliance under this subparagraph shall be presented to the DISTRICT during the term of this FUA, for each new employee, volunteer, contractor, or subcontractor of PERMITTEE, before the new employee, volunteer, contractor, or subcontractor commences performing under this FUA.
5. "Evidence of Compliance" under the terms of this subparagraph means that the result of either criminal background search reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. PERMITTEE shall supply to the DISTRICT, for each person to be checked, fingerprints pursuant to Section 11105.3 of the Penal Code. Failure to comply with this provision shall be grounds for immediate cancellation or termination of this FUA by the DISTRICT.
6. DISTRICT reserves the right to immediately terminate this FUA should PERMITTEE fail to comply with any provision of this Article.

## VIII. CAREGIVER OF FACILITIES

1. PERMITTEE shall, throughout the period of this Agreement, act as caregiver to the DISTRICT facilities in use by keeping facilities safe, field's game ready, and free of debris.
2. PERMITTEE is responsible for the facility being free of trash or debris caused by PERMITTEE's usage.
3. PERMITTEE is required to report any and all damage or acts of vandalism to the Premises to the DISTRICT immediately.

## IX. FACILITIES

Pursuant to California Civil Code Section 1938, DISTRICT states that the Premises:

\_\_\_\_\_ Have not undergone an inspection by a Certified Access Specialist (CASp).

\_\_\_\_\_ Have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

  X   Have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under State law. Although State law does not require a CASp inspection of the subject premises, the commercial property owner or DISTRICT may not prohibit the PERMITTEE from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the

PERMITTEE, if requested by the PERMITTEE. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

## **X. MAINTENANCE AND REPAIR**

1. DISTRICT and PERMITTEE will complete an annual “walk-through” (in January) to address safety concerns and to communicate planned projects for the year.
2. DISTRICT will be responsible for repairs to the Premises’ irrigation system, plant materials, tree hazards, and fences. Repairs of items will be determined by DISTRICT staff based on safety, needs and budget.
3. DISTRICT agrees to maintain turf area of all five (5) ball fields, including mowing, aerating, and weed abatement. The frequency of this work will be based on a turf schedule and funding as determined by the DISTRICT.
4. PERMITTEE may perform minor maintenance and repairs with DISTRICT’s approval. Maintenance and repair are defined as routine, recurring, usual work, and minor repainting for the preservation or protection of DISTRICT owned facility.
5. PERMITTEE will be responsible for infield maintenance which includes adding soil amendments and grooming.
6. PERMITTEE will be required to have one workday per calendar year to make improvements and repairs as needed.
7. PERMITTEE is responsible for inspecting ball fields, score boxes, and bleachers (before and after games and practices), for any hazardous conditions or clean-up required. Any hazardous conditions that need DISTRICT attention will be communicated to the DISTRICT’S Recreation Service Manager. PERMITTEE shall cease use and restrict access to any identified hazardous/unsafe areas until the DISTRICT completes an inspection and/or repair.
8. No storage units shall be placed on Premises without written permission from the DISTRICT. The DISTRICT assumes no liability or responsibility for any equipment or property kept in the storage areas. Storage units must be in good condition at all times and any vandalism or breakage must be repaired immediately. PERMITTEE must maintain the storage unit in a clean manner at all times. PERMITTEE must provide keys to DISTRICT for all storage units, locked closets and fenced areas. Any/all flammable and/or toxic substances are strictly prohibited in storage containers.

## **XI. IMPROVEMENTS AND/OR MODIFICATIONS**

1. PERMITTEE shall not to make any changes to the existing permanent structures or add any permanent structures to the Premises.
2. Any malfunctions or damage to Premises are to be reported to DISTRICT. The party responsible for labor and payment for repair will be determined.
3. All requests for modifications or improvements to the Premises must be brought to the attention of the DISTRICT. Requests must include a “Letter of Intent”, accompanied by construction drawings and specifications for DISTRICT approval.
4. PERMITTEE is not allowed to designate the name of a ball field, or any portion of the Premises, without prior approval form the DISTRICT.

## **XII. GENERAL INFORMATION**

### **BALL FIELD USE**

1. PERMITTEE has the first right of refusal for practices and games scheduled strictly for the use of the softball league from February 1<sup>st</sup> to November 30<sup>th</sup> at the following times:

Mondays – Thursdays 2:30pm – 9:30pm  
Fridays 2:30pm – 10pm (except BF 1 & 2 is 2:30pm – 6pm)  
Saturdays 6:30am – 10pm  
Sundays 6:30am – 10pm (except BF 1 from 8am – 3pm)

2. Anytime the ball fields are not scheduled for use by PERMITTEE, the DISTRICT reserves the right to schedule other activities on the Ball fields including ball field rentals.
3. DISTRICT will communicate with PERMITTEE on ball field use requests and impact on ball fields.
4. PERMITTEE will provide DISTRICT with a ball field schedule prior to the start of the season.
5. The DISTRICT retains priority use of the ball fields for DISTRICT-sponsored programs and events. Events that have priority use and may impact PERMITTEE include but is not limited to the following:

Egg Hunt (Saturday before Easter Sunday) – Ball Field 1 and 2 and parking area from 6am to 1pm

Founders Day (Saturday in September) – 7am – 5pm

First Thursday of the month for Food Trucks – Parking only

Concerts in the Park – June through August – Parking impact

Sunday Farmers Market – 8am – 2pm – Parking at Clubhouse and ball field 1

6. All tournaments must be scheduled at least one month in advance with the DISTRICT and only for PERMITTEE use. PERMITTEE must be present at all times throughout tournament day(s). PERMITTEE is required to pay DISTRICT for any additional staff needed at tournaments to help with trash and bathrooms. Due to limited parking and scheduled events, the DISTRICT may deny tournament days and times. All outside entities wanting to host tournaments must go through the DISTRICT's facility rental permitting process and payment.
7. The DISTRICT has priority use on ball field 1 and 2 on Fridays after 6pm (February – December) for Adult Softball with the understanding that additional days may be added in the future. DISTRICT will communicate with PERMITTEE regarding potential additional days.
8. PERMITTEE is prohibited from subleasing the ball field to other organizations (youth or adult) for tournaments and PERMITTEE organization coaches performing clinics, camps, and lessons in which individual coaches are monetarily compensated.

### **SNACK BAR**

1. PERMITTEE is responsible for maintaining and controlling the entire snack bar operations.



2. PERMITTEE is responsible for obtain a yearly health department permit and inspection.
3. PERMITTEE is responsible to comply with Sacramento County Health codes and regulations in regard to the preparation, selling, and consuming of food at DISTRICT facilities.
4. DISTRICT will maintain the electrical between walls.
5. Any modifications, alterations, or changes to the snack bar building must be approved by the DISTRICT.
6. The phone service and building alarm and security systems are the responsibility of the PERMITTEE.
7. PERMITTEE shall maintain the inside of the snack bar, including the storage area, and building shell roof in accordance with DISTRICT standards.

#### NO ALCOHOLIC BEVERAGES POLICY

No alcoholic beverages allowed in or around the Premises or any other park sites located within the Carmichael Recreation and Park District without an authorized permit, insurance, and security.

#### BOOTHS/TENTS

##### 1. Food Booths

- a) Business Operation Tax Certificate and County Health Permits are required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the facility. PERMITTEE must abide by all Sacramento County Metropolitan Fire Department regulations that apply to booths and tents.

##### 2. Vendor Booths

- a) Vendor booths are usually similar in construction to food booths but are meant for retail sale of non-food items. A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. PERMITTEE must abide by all fire department regulations that apply to booths and tents.

#### NOTIFICATION OF CHANGES

1. PERMITTEE is responsible for providing the DISTRICT an updated list of Board Members including their names, phone numbers, and email addresses prior to the start of the Spring season each year.
2. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any changes in Board Members throughout the course of the Spring and Fall seasons.
3. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any program changes.

4. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any lock (key or combination) and alarm code changes to the facilities.

#### RESTROOMS/TOILETS

1. PERMITTEE is responsible for provide and pay for additional portable restrooms/toilets during the season. Depending upon the expected attendance, duration of the event, and the availability of public restrooms, PERMITTEE may need to rent portable toilets to accommodate participants. DISTRICT requires one toilet for every 250 people, or portion thereof. For every four portable toilets rented for your event, one must be ADA approved to meet specific guidelines set forth by the American with Disabilities Act of 1990. The number of toilets required is based upon the maximum number at your event during peak time.
2. PERMITTEE will work with DISTRICT on the proper placement for the portable restrooms/toilets.
3. PERMITTEE is responsible for securing and locking any rented portable restrooms/toilets after each ball field use.
4. DISTRICT is responsible for the upkeep and maintenance of the outdoor restroom and any portable restrooms rented by the DISTRICT and placed at Carmichael Park.

#### PARKING

1. PERMITTEE is responsible for coordinating parking and traffic within the park during the season.
2. PERMITTEE is responsible for provide a sufficient number of staff/volunteers to assist with parking and traffic control if needed. Parking is allowed in designated areas only.
3. PERMITTEE must observe and comply with any and all local parking rules and regulations applicable with the park.
4. Nothing herein is intended to authorize PERMITTEE to override the normally applicable parking regulations, nor to override the authority of official designated parking enforcement personnel of the County.

#### INFLATABLES

1. No inflatables are to be used by PERMITTEE.

#### BANNERS

1. Location, Installation, and Removal
  - a) PERMITTEE may display banners at Carmichael Park on ball fields 1-5.
  - b) No permanent structures can be erected for the purpose of supporting banners.
  - c) Banners placed on ball fields are restricted to the outfield fence (must face the inside of the ball field) and backstops.
  - d) PERMITTEE must space banners evenly across the fence to create a uniform pattern.
  - e) PERMITTEE must center banners between posts on fences with the bottom of the banner placed no less than two feet above the ground.
  - f) Banners must be tied with zip ties only.
  - g) Banners may not be hung from any bleachers or dugouts.

- h) It is the sole responsibility of the PERMITTEE to put up and take down banners.
2. Time Limitations
    - a) PERMITTEE may display banners up to two weeks prior to the start of the main season and removed no later than two weeks after the end of the main season.
    - b) PERMITTEE may not display banners year-round.
    - c) Banners advertising league registration may be requested by PERMITTEE to be posted at one site location for a period of time that does not exceed 14 days. Approval will be based on DISTRICT availability.
  3. Banner Content and Language
    - a) Banners should be for team and/or ball field sponsorship purposes only. Any other types/purpose of banners must be approved by the DISTRICT prior to display.
    - b) The message and graphics must be done professionally and be maintained in a neat and clean manner throughout the season. Language and messaging shall be suitable for minors.
  4. Banner Specifications
    - a) Banners must be vinyl and may not exceed the dimensions of four (4 ) feet high by six (6) feet long.
  5. Defective Banners
    - a) Any defect in a banner which could cause possible injury, damage to property or a traffic hazard, will be removed by the DISTRICT without prior notification.
    - b) PERMITTEE shall be responsible for the cost to repair any damage to DISTRICT-owned property that results from the hanging or suspension of defective banners.
  6. Liability
    - a) Banners are the property of the PERMITTEE. DISTRICT is not responsible for the disappearance of or the damage to banners from any cause including, but not limited to, wind, weather, theft, or vandalism.
  7. Interpretation and Removal
    - a) DISTRICT reserves the right to remove banners at any time for any reason including but not limited to content, language unsuitable for minors, location, time, limitations, specifications, or appearance.
    - b) PERMITTEE is responsible for any costs associated with repair or replacement of any banner the DISTRICT removed due to content, language, specifications, or appearance.

## GENERATORS

1. Portable generators, if needed, should be placed in an area where attendees are unlikely to come into contact with them, and be placed at least 10 feet from any combustible materials. Generators shall be located a minimum of 20 feet from tents or canopies.
2. Refueling: When refueling a portable generator, you must wait until the generator cools, and then refill it from a self-closing safety can.
3. A portable fire extinguisher, minimum 2A 10B: C size, with a current Fire Marshall tag attached must be on-hand and easily accessible at all times.

### **XIII. ADVERTISEMENT**

1. DISTRICT will allow PERMITTEE to solicit memberships and conduct fundraisers for the sole purpose of enhancing or providing funding for the program, equipment and/or ball fields.
2. DISTRICT will promote PERMITTEE in the printed activity guide which is mailed to approximately 25,000 residents (within the District's boundaries) two times per year. The location of the advertisement will be based on space availability. PERMITTEE will provide DISTRICT a written write up which must be received prior to deadline.
3. DISTRICT and PERMITTEE will set up a web link to promote each other's programs to the general public.

### **XIV. NONDISCRIMINATION**

PERMITTEE shall not discriminate with respect to race, color, religion, religious creed, national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, sexual orientation, veteran and/or military status, protected medical leaves, domestic violence victim status, political affiliation, and any other status protected by state or federal law pursuant to this Agreement. In addition, prohibits retaliation against a person who engages in activities protected by this section. Reporting, or assisting in reporting, suspected violations of this section.

### **XV. INDEMNIFICATION**

To the fullest extent allowed by law, PERMITTEE shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of PERMITTEE, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Permittee, or for which the Permittee is legally liable under law regardless of whether caused in part by an Indemnified Party. Permittee shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

1. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by PERMITTEE.

2. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
3. The provisions of this indemnity obligation shall survive the expiration or termination of the Permit.

**XVI. INSURANCE**

Without limiting PERMITTEE'S indemnification, PERMITTEE shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit A. It is the responsibility of PERMITTEE to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. It is understood and agreed that PERMITTEE shall not have access to the ball fields until DISTRICT is satisfied that all insurance required by this Agreement is in force. Failure to maintain insurance as required by the Agreement may be grounds for termination of the Agreement.

**XVII. ASSIGNMENT**

This agreement is for PERMITTEE activities only and cannot be assigned to another individual or entity.

**XVIII. AMENDMENTS**

This Agreement sets forth all of the promises, conditions and understandings between DISTRICT and PERMITTEE relating to the Premises. There are no promises, conditions and understandings, either oral or written, between DISTRICT and PERMITTEE other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both DISTRICT and PERMITTEE. No oral representation, whenever made, by any official or employee of DISTRICT shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

**XIX. SIGNATURE AUTHORITY**

Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

**XX. PARAGRAPH HEADINGS**

The paragraph headings contained herein are solely for the convenience and reference only and are not intended to define or limit the scope of this Agreement.

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**DISTRICT/PERMITTEE:**

**CARMICHAEL RECREATION AND PARK DISTRICT**, a recreation and park district existing under authority of Public Resources Code § 5780 et seq

By: \_\_\_\_\_  
Mike Blondino, District Administrator  
Carmichael Recreation and Park District  
“DISTRICT”

**CARMICHAEL GIRLS SOFTBALL ORGANIZATION, INC.**

By: \_\_\_\_\_  
Pete Callas, President  
Carmichael Girls Softball Organization, Inc.  
“PERMITTEE”

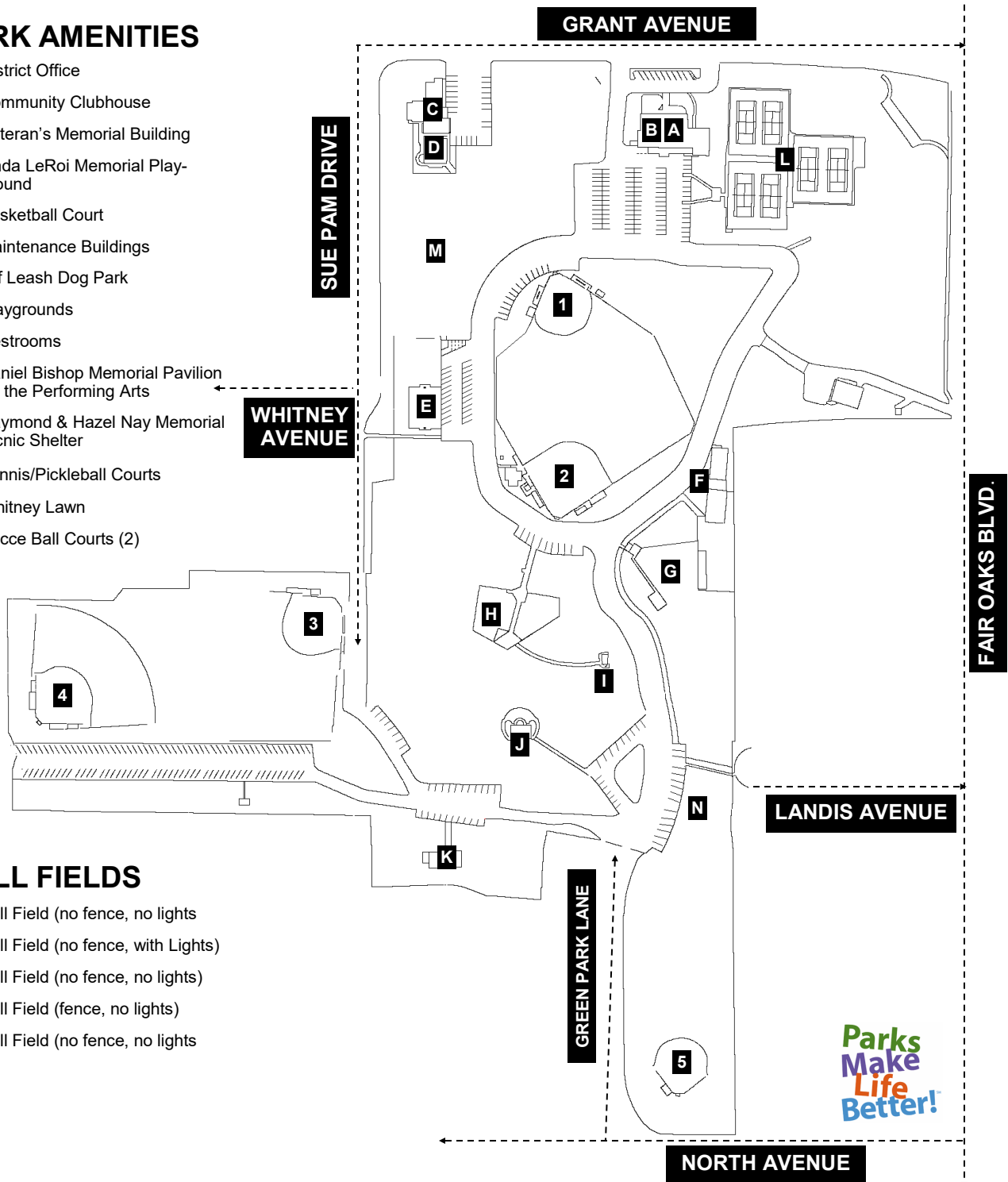
# CARMICHAEL PARK

5750 Grant Avenue  
 Carmichael CA 95608  
 (916) 485-5322  
 (916) 485-0805 fax  
 www.carmichaelpark.com



## PARK AMENITIES

- A District Office
- B Community Clubhouse
- C Veteran's Memorial Building
- D Linda LeRoi Memorial Play-ground
- E Basketball Court
- F Maintenance Buildings
- G Off Leash Dog Park
- H Playgrounds
- I Restrooms
- J Daniel Bishop Memorial Pavilion for the Performing Arts
- K Raymond & Hazel Nay Memorial Picnic Shelter
- L Tennis/Pickleball Courts
- M Whitney Lawn
- N Bocce Ball Courts (2)



## BALL FIELDS

- 1 Ball Field (no fence, no lights)
- 2 Ball Field (no fence, with Lights)
- 3 Ball Field (no fence, no lights)
- 4 Ball Field (fence, no lights)
- 5 Ball Field (no fence, no lights)



**CARMICHAEL RECREATION AND PARK DISTRICT**  
**INSURANCE REQUIREMENTS FOR**  
**FACILITY USE AGREEMENT**

Without limiting PERMITTEE's indemnification, PERMITTEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the PERMITTEE, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require PERMITTEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

PERMITTEE shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to require that PERMITTEE provide complete copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.



2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
  - D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
  - E. SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY: If the work will include contact with minors, and the General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation.

### III. **MINIMUM LIMITS OF INSURANCE**

PERMITTEE shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
 

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000
- B. AUTOMOBILE LIABILITY:
  1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
  2. Personal Lines Automobile Liability for Individually owned vehicles, \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

- E. SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY: \$1,000,000 per occurrence or claim.

**IV. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the DISTRICT.

**V. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The PERMITTEE shall maintain all insurance coverages and limits in place at all times and provide the DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date.

PERMITTEE is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. PERMITTEE shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VI. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY**

- A. ADDITIONAL INSURED STATUS: The DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured," and collectively "Additional Insured Parties") are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the PERMITTEE; products and completed operations of the PERMITTEE; premises owned, occupied or used by the PERMITTEE; or automobiles owned, leased, hired or borrowed by the

PERMITTEE. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

- B. PRIMARY INSURANCE: For any claims related to this Agreement, the PERMITTEE's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the DISTRICT, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents shall be excess of the PERMITTEE's insurance and shall not contribute with it.
- C. SEVERABILITY OF INTEREST: The PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. SUBCONTRACTORS: PERMITTEE shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by PERMITTEE's subcontractor.

## **VII. WORKERS' COMPENSATION**

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by the PERMITTEE. Should PERMITTEE be self-insured for workers' compensation, PERMITTEE hereby agrees to waive its right of subrogation against the DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

## **VIII. NOTIFICATION OF CLAIM**

If any claim for damages is filed with PERMITTEE or if any lawsuit is instituted against PERMITTEE, that arise out of or are in any way connected with PERMITTEE's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, PERMITTEE shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**Certification of Background Checks**

\_\_\_\_\_ ("PERMITTEE") acknowledges that pursuant to California Public Resources Code §5164 that no person (e.g., employee of PERMITTEE, volunteer, or independent contractor or subcontractor hired by PERMITTEE) may be in a position having supervisory or disciplinary authority over a minor (any person under the age of eighteen) if that person has been convicted of any of various specified offenses<sup>1</sup>. This prohibition applies to PERMITTEE, PERMITTEE's employees or volunteers, and any contractors or subcontractors used by PERMITTEE, or the employees or volunteers of those contractors or subcontractors.

PERMITTEE certifies that PERMITTEE has required each person who may be in a position of having supervisory or disciplinary authority over a minor to have had fingerprints taken and submitted to the California Department of Justice for verification, and that such person has not been convicted of the disqualifying offenses, and that PERMITTEE will be notified of any future disqualifying offenses. All such persons are identified below:

Name of Employee, Volunteer, Contractor, Subcontractor, or any Other Relevant Person	Position	Date of Background Check

PERMITTEE is required to provide updated information to the CRPD as these persons change. PERMITTEE further acknowledges that by this Certification of Background Checks, Carmichael Recreation and Park District will not independently verify the information provided by PERMITTEE; so therefore PERMITTEE shall indemnify, defend and hold harmless the CRPD and the County of Sacramento, its elected and appointed officials, and its employees and volunteers from and against any and all claims, loss, liability and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation or inaccuracy of any information provided herein.

PERMITTEE's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> Violations or attempted violations of §§ 220, 261.5, 262, 273a, 273d, or 273.5 of the California Penal Code, or any sex offense listed in § 290 of the Penal Code, except for the offense specified in subdivision (d) of § 243.4 of the Penal Code, within ten (10) years of the date of such person seeking to be employed or serve as a volunteer of PERMITTEE.