

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

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

**Date:** March 21, 2024

**Subject:** Facility Use Agreement with Carmichael Little League

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***Introduction/Background:***

Carmichael Little League is a volunteer non-profit baseball league for youth ages 4 – 18. They have been teaching baseball and the art of good sportsmanship to the youth in the Carmichael community since 1952. Carmichael Recreation and Park District has partnered with the Carmichael Little League by providing playing fields at the La Sierra Community Center since 1992. Carmichael Little League has access to a total of 6 fields and a snack bar to serve approximately 250 players and their families throughout the year.

***Discussion:***

Staff has drafted a new agreement for the use of the baseball fields at the La Sierra Community Center. The agreement outlines specific responsibilities to care for and maintain the facilities and describes fees associated with reserving the fields. The term of the agreement is March 1, 2024, through December 31, 2026.

Changes in this agreement from the previous one with Carmichael Little include new sections on Compliance with Laws and Facilities (CA Civil code Section 1938), as well as updates on the Maintenance and Repair section, providing clarity on the responsibilities of each entity. The Inspections section was added and includes timelines for inspections (pre and post season, daily, and weekly) as well as monthly reports provided to the district from Carmichael Little League. The Indemnification and Insurance section has been updated in this agreement according to current requirements from County Risk Management.

The updated fees in the new agreement are consistent with facility use agreements the district has with other youth sport leagues. The fees include:

Per Player Fee:       2024 Seasons = \$9.00 per player  
                                  2025 Seasons = \$9.00 per player  
                                  2026 Seasons = \$10.00 per player

Snack Bar Electricity Fee: 2024 Seasons = \$1,045.39 with a 5% annual escalator.

This agreement was made in collaboration with staff, representatives from the Carmichael Little League Board, and reviewed by the California Association for Parks and Recreation Indemnity (CAPRI), the district's insurance provider. It is consistent with recent facility use agreements using County Counsel and County Risk Management approved statements.

***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 Little League for the use of the baseball fields at the La Sierra Community Center effective March 1, 2024, to December 31, 2026 as presented and delegate authority to the District Administrator or designee to execute the Agreement (FUA).

**FACILITIES USE AGREEMENT  
BETWEEN PERMITTEE AND CARMICHAEL RECREATION  
AND PARK DISTRICT FOR FIELD AND SNACK BAR USE**

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “Agreement”) is effective the \_\_\_\_\_ 2024 (“Effective Date”) by and between the CARMICHAEL LITTLE LEAGUE (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”).

**RECITALS**

- A. Ownership.** DISTRICT is the owner and operator of the La Sierra Community Center located at 5325 Engle Road in Carmichael, California 95608, 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 (baseball) 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 (baseball) 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 LA SIERRA COMMUNITY CENTER BASEBALL COMPLEX – 6 Fields and snack bar at Engle Road, Carmichael, CA 95608, herein referred to as "**Fields**", to teach baseball to youth within the boundaries of their baseball program, which includes a portion of the DISTRICT.

### **II. TERM**

The term of this agreement shall commence March 1, 2024 through December 31, 2026.

### **III. TERMINATION**

PERMITTEE may terminate the Agreement by providing thirty (30) days' 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 paragraph, the PERMITTEE is responsible for any financial loss incurred by the DISTRICT pursuant to this Agreement.

### **IV. LEAGUE ROSTER AND ANNUAL SITE PLAN OF OPERATIONS**

- A. 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.
- B. Player fees are required for access to all DISTRICT Facilities.
- C. Submit rosters to the Recreation Services Manager either by email or 5325 Engle Rd, Suite 100, Carmichael, CA 95608.
- D. Current and future field permits are contingent upon accurate rosters and payments.
- E. PERMITTEE shall submit a detailed site plan of operations for the upcoming year to DISTRICT no later than January 5<sup>th</sup>, outlining PERMITTEE's activities and usage of the Fields, Snack Bar, restrooms, scorekeeper booths, and surrounding areas. Any amendments to this plan must be submitted to CRPD for approval in writing.

**V. FEES**

A. In consideration of DISTRICT’S promise to allow PERMITTEE use of the athletic fields, PERMITTEE agrees to pay the 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.

A fee per player per main season involved in organized sports programs that utilize DISTRICT athletic fields will be assessed the following amount:

- 2024 Seasons = \$ 9.00 per player
- 2025 Seasons = \$ 9.00 per player
- 2026 Seasons = \$10.00 per player

B. PERMITTEE shall pay a fee of \$1,045.39 (480 sq. ft.) for 2024 to the DISTRICT for electricity for the snack bar building with an annual 5% Escalator.

C. The PERMITTEE’S main season is spring, February through July.

D. When the PERMITTEE submits its team rosters, the DISTRICT will then submit an invoice for the player fee.

E. 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 Little League

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. COMPLIANCE WITH LAWS**

A. PERMITTEE shall observe and comply with all applicable federal, state, and local laws, regulations and ordinances.

B. 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.

- C. In the event and to the extent that PERMITTEE and/or their 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 they and all their 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.
- D. 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.
- E. "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.
- F. DISTRICT reserves the right to immediately terminate this FUA should PERMITTEE fail to comply with any provision of this Article.

#### **VIII. CAREGIVER OF FACILITIES**

- A. PERMITTEE shall, throughout the period of this contract, act as caregiver to the DISTRICT facilities in use by keeping facilities safe, welcoming, field's game ready, and free of debris.
- B. PERMITTEE is responsible for the facility being free of trash or debris caused by PERMITTEE usage.
- C. PERMITTEE is required to report any and all damage or acts of vandalism 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. INSPECTIONS**

### **A. Pre-Season and Post-Season Inspections:**

1. Prior to the start of the season, PERMITTEE shall conduct a pre-season inspection of the entire site in coordination with the Parks Services Manager and Recreation Services Manager of DISTRICT. This inspection shall ensure that all facilities are in proper working condition and meet safety standards.
2. At the conclusion of the season, PERMITTEE shall conduct a post-season inspection of the entire site with the Parks Services Manager and Recreation Services Manager of DISTRICT. Any damages or maintenance requirements shall be documented and addressed promptly.

**B. Daily Inspections:** During the season, PERMITTEE shall conduct daily inspections before and after games and practices of the LSCC fields, concession stand, restrooms, scorekeeper booths, and surrounding areas to identify any safety hazards or maintenance issues. Any identified issues shall be promptly resolved by PERMITTEE. 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.

**C. Weekly Inspections:** For the off-season, PERMITTEE shall conduct weekly inspections of the fields, concession stand, restrooms, scorekeeper booths, and surrounding areas to ensure compliance with safety standards and to address any maintenance concerns.

- D. DISTRICT to notify PERMITTEE of the deadline(s) to make minor repairs. DISTRICT to reinspect to ensure that the repair has been made, meeting DISTRICT standards. If the repair has not been made or made properly, the amenity or area will be closed for use.
- E. Monthly Report: PERMITTEE shall provide a written report to DISTRICT on a monthly basis, detailing the results of inspections conducted during that month and any actions taken to address identified issues.

## **XI. MAINTENANCE AND REPAIR**

### **A. PERMITTEE is responsible for the following:**

1. **Emergency Response:** In the event of an emergency or safety hazard, PERMITTEE shall immediately notify DISTRICT and take appropriate measures to ensure the safety of participants and spectators.
2. 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.
3. PERMITTEE will be required to have at minimum one workday per calendar year to make improvements and repairs as needed.
4. With prior notice and approval by CRPD: PERMITTEE is responsible for painting, repair, and replacement of backstops, bleachers, scorekeeper's booths, dugouts, snack bar/concession stand, restrooms, and any other structures in the fields/snack bar area.
5. Maintain fencing on backstops, bleachers, and dugouts.
6. Maintain infield, which includes adding soil amendments and grooming, mowing, pre-seasonal preparation, dragging, chalking, and irrigation systems. Repair irrigation on infields and infield/outfield perimeter. PERMITTEE is not responsible for main water pipe leaks and breaks unless caused by PERMITTEE.
7. Grass clippings must be placed in provided green waste bins.
8. Fertilization of infields and outfields.
9. Picking up and emptying trash cans located throughout the complex in the provided dumpsters during the season (February – June, August - October).



10. Keeping full size vehicles off infields. NO minor is permitted to operate motorized vehicles.

B. DISTRICT is responsible for the following:

1. Maintain field perimeter fence.
2. Provide PERMITTEE with green waste bin(s) adequate to hold their infield mow grass clippings.
3. Picking up and emptying trash cans located throughout the complex during PERMITTEEs off season (November – January).

## **XII. GENERAL INFORMATION**

A. FIELD USE

1. PERMITTEE has the first right of refusal for leagues and tournaments throughout the year at the following times:  
Mondays – Fridays: 3:30pm – Sunset  
Saturdays & Sundays: Sunrise – Sunset
2. Anytime the ballfields are not scheduled for use by PERMITTEE, the DISTRICT reserves the right to schedule other activities on the Ballfields including field rentals.
3. DISTRICT retains exclusive use of the entire ball field area for its annual fireworks event.
4. PERMITTEE is to notify the DISTRICT of any upcoming tournaments or special events that would attract more people to the facility than during a typical day of activities.
5. PERMITTEE is prohibited from subleasing the field to other organizations (youth or adult) including PERMITTEE organization coaches performing clinics, camps, and/or lessons in which individual coaches are monetarily compensated

B. PARKING

1. PERMITTEE is responsible for coordinating parking and traffic within the complex during the season.
2. PERMITTEE is responsible for limiting access to the parking area beyond the gate and next to snack bar building to designated board members only.
3. PERMITTEE is responsible for providing a sufficient number of staff/volunteers to assist with parking and traffic control if needed. Parking is allowed in designated areas only. No parking is allowed next to the Kids Corner building or the adjacent fenced in area Monday – Friday from 2pm to 6pm.
4. PERMITTEE must observe and comply with any and all local parking rules and regulations applicable with the park.

5. 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.

C. RESTROOMS/TOILETS

1. Sanitize and maintain restrooms in working condition.
2. PERMITTEE is responsible for providing and paying for additional portable restrooms/toilets, as needed 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 in attendance at peak times during an event.
3. PERMITTEE will cooperate with other groups, such as soccer, for the use of indoor restrooms if needed.

D. SNACK BAR

1. PERMITTEE is responsible for controlling and maintaining full responsibility for the snack bar operations.
2. PERMITTEE is responsible for obtaining a yearly health department permit and inspection.
3. PERMITTEE is responsible for complying 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, restrooms, roof, the building shell in accordance with DISTRICT standards.

E. NO ALCOHOLIC BEVERAGES POLICY

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

[Remainder of page intentionally left blank]

E. BOOTHS/TENTS

1. Food Booths

- a) 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.

F. BANNERS

1. Location, Installation, and Removal

- a) PERMITTEE may display banners at the La Sierra Community Center on ball fields 1-6.
- 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) No inappropriate language or message may be displayed. DISTRICT has final approval on content.
  - b) The message and graphics must be done professionally and be maintained in a neat and clean manner throughout the season.
  - c) Banners should be for team and/or field sponsorship purposes only. Any other types/purpose of banners must be approved by the DISTRICT prior to display.
4. Banner Specifications
  - a) Banners must be vinyl and may not exceed the dimensions of 4 feet high by 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. The 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) The DISTRICT reserves the right to remove banners at any time for reasons including but not limited to content, language, location, time limitations, specifications, or appearance.
  - b) The PERMITTEE is responsible for any costs associated with repair or replacement of any banner the DISTRICT removed due to content, language, specifications, or appearance.

#### G. 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.

#### **H. NOTIFICATION OF CHANGES**

1. PERMITTEE is responsible for providing the DISTRICT with 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 Service Manager regarding any lock (key or combination) and alarm code changes to the facilities.

#### **XIII. ADVERTISEMENT**

- A. 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 fields.
- B. DISTRICT will promote PERMITTEE in the printed activity guide which is mailed to approximately 25,000 residents (District Boundaries) two times per year. The location of the advertisement will be based on space availability. PERMITTEE will provide DISTRICT with a written write-up which must be received prior to deadline.
- C. DISTRICT and PERMITTEE will set up a web link to promote each other's programs to the general public.

#### **XIV. ASSIGNMENT**

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

#### **XV. INDEPENDENT AGENCIES**

- A. Both parties hereto in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. PERMITTEE is not an employee of the DISTRICT and is not entitled to any of the rights, benefits or privileges of DISTRICT employees.
- B. The services PERMITTEE administers and performs pursuant to this agreement are intended to have the result of improving baseball skills and abilities to area youth in a fun, safe, healthful and encouraging manner through baseball team practices, games, and/or special events. Any vending by PERMITTEE is done independently from the DISTRICT, and the PERMITTEE assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending.

## **XVI. INDEMNIFICATION AND INSURANCE**

- A. To the fullest extent allowed by law, PERMITEE 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 the PERMITEE, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the PERMITEE, or for which the PERMITEE is legally liable under law regardless of whether caused in part by an Indemnified Party. PERMITEE shall not be liable for any Claims arising from the gross 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 PERMITEE.
  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.
- B. Without limiting PERMITEE’S indemnification, PERMITEE shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance with as specified in Exhibit C. It is the responsibility of PERMITEE to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit C. It is understood and agreed that PERMITEE shall not have access to the 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.

[Remainder of page intentionally left blank]

## **XVII. 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.

## **XVIII. AMENDMENTS**

This Agreement sets forth all of the promises, conditions and understandings between DISTRICT and PERMITTEE relating to the Facility. 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 for convenience and reference only and are not intended to define or limit the scope of this Agreement.

## **XXI. DUPLICATE COUNTERPARTS**

This Agreement and any amendments hereto may be executed in several counterparts and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

**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,  
dependent special district of the County of Sacramento

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

“DISTRICT”

CARMICHAEL LITTLE LEAGUE

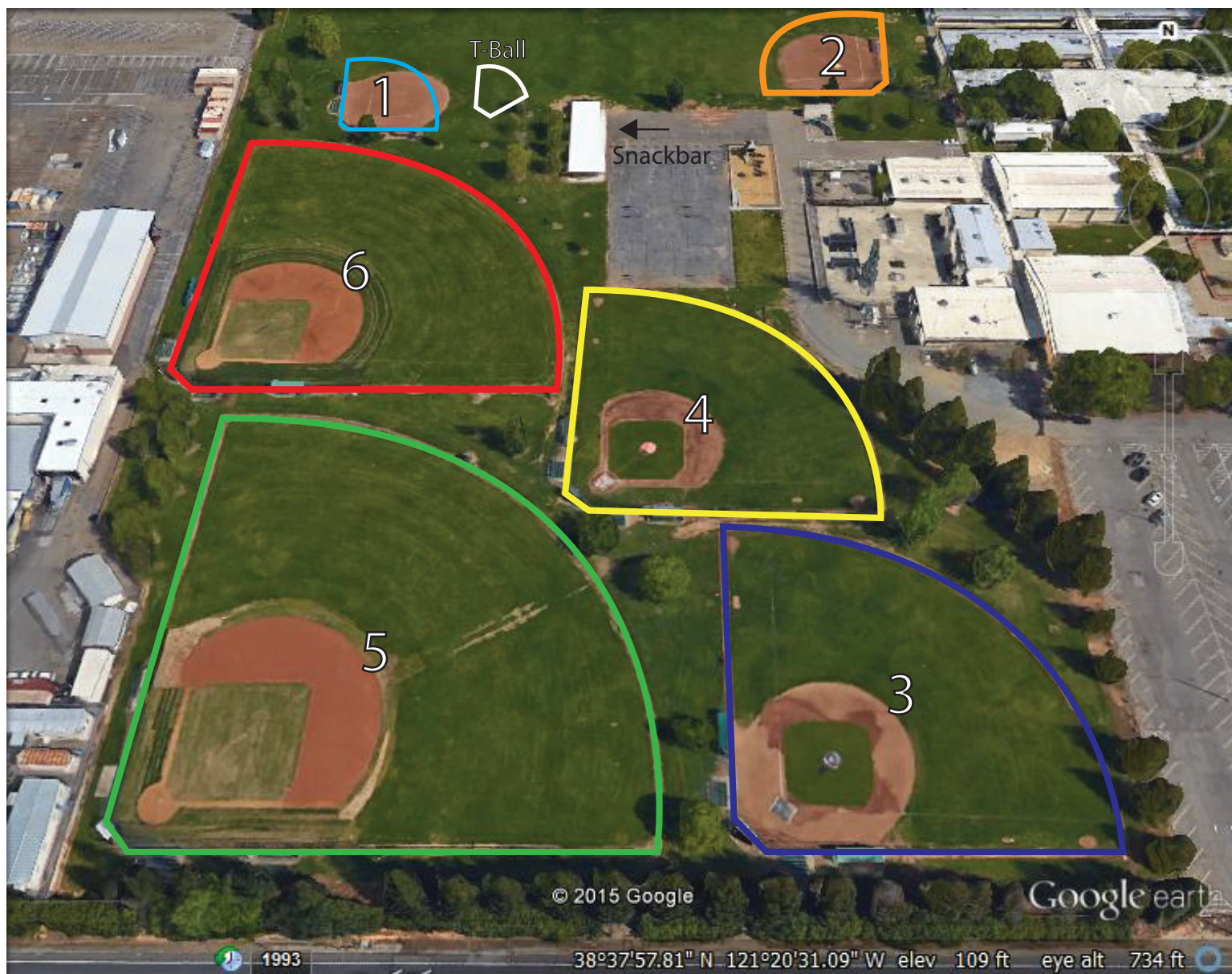
By: \_\_\_\_\_  
Erin Burgman, President  
Carmichael Little League

“PERMITTEE”





# Carmichael Little League Field Map



Field 1 - A Field

Field 2 - AA Field

Field 3 - AAA Field

Field 4 - Major Field

Field 5 - 50/70 Field

Field 6 -

**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.

**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.