

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

**From:** Tarry Smith, District Administrator  
Alaina Lofthus, Recreation Services Manager

**Date:** May 17, 2018

**Subject:** Facility Use Agreement with the American River Futbol Club

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***Introduction/Background:***

The American River Futbol Club was founded in 2009 as a 501c3 Charitable Organization. The club has approximately 500 players (40 teams) ranging in ages of 8 to 17 years old. The club prides itself on providing year round soccer programs (9 months) at an affordable price. Additionally, the club offers numerous free clinics throughout the year to promote the sport to the community.

The American River Futbol Club reached out to district staff looking to reserve the soccer field located at Del Campo Park for some of their teams to practice on during the week and play games on Saturdays. The following agreement was created to meet the needs of the club and the district.

***Discussion:***

Staff has drafted an agreement (attached) for use of the soccer field at Del Campo 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, the American River Futbol Club will reserve the soccer field at Del Campo Park on Tuesdays and Thursdays, 5pm to 8pm, from May through November and Saturdays, 8am – 2pm, from August through November. The maintenance fee associated with this use is \$70 per week for 2018 with a 3% increase for 2019 and again in 2020. Additionally, the club will pay a per player fee of \$6.00 for 2018, \$6.00 for 2019, and \$7.00 for 2020. The maintenance and player fees will go towards field preparation, irrigation, weed abatement, water costs, repairs, and park impact by additional users.

Further items in the new agreement, including modifications to the facility, restrooms/portable toilets, food booths and vendors, alcohol policy, banners, generators, and bounce houses are consistent with the agreements currently in place for Carmichael Little League, Carmichael Girls Softball, Carmichael Soccer Club, and the La Sierra Soccer Club.

The term of the agreement shall commence on May 17, 2018 through November 30, 2020.

***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 the American River Futbol Club for the use of the soccer field at Del Campo Park effective May 17, 2018 to November 30, 2020, as presented and authorize the District Administrator to sign the Agreement (FUA).

**FACILITIES USE AGREEMENT  
BETWEEN PERMITEE AND CARMICHAEL RECREATION  
AND PARK DISTRICT FOR FIELD USE**

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “Agreement”) is effective this 17 of May, 2018 by and between the AMERICAN RIVER FUTOBOL CLUB hereinafter referred to as “PERMITTEE”) and the CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.), (hereinafter referred to as “DISTRICT”).

**RECITALS**

**Ownership.** DISTRICT is the owner and operator of the La Sierra Community Center located at 5325 Engle Road in Carmichael, California 95608.

**WHEREAS,** the DISTRICT desires to provide for the citizens of the DISTRICT youth sports programs, and is willing to allow youth sports organizations to provide youth sports activities, and various special events on DISTRICT facilities; and

**WHEREAS,** the DISTRICT does not have employees within its work force who can provide all the needed coaching/administration/instruction/leadership; and

**WHEREAS,** the Advisory Board of Directors has indicated its desire for the DISTRICT to allow youth sports organizations with individuals possessing the appropriate backgrounds and experience to give coaching/administration/instruction/leadership in various youth sports programming areas; and

**WHEREAS,** the PERMITTEE is a competent and experienced organization in a particular youth sport activity and is willing to provide program coaching/administration/instruction/leadership for citizens of the DISTRICT,

*(Remainder of page intentionally left blank)*

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the facts of the above, the two parties do mutually agree as follows:

### **I. SERVICES TO BE PERFORMED BY PERMITTEE**

- A. PERMITTEE shall perform the following services under the guidelines of the youth soccer program:
  - 1. Teach soccer to youth within the boundaries of their soccer program, which includes a portion of the DISTRICT. DISTRICT facility used by PERMITTEE for games and/or practices is: DEL CAMPO PARK – Soccer Fields at 6276 Heathcliff Drive, Carmichael, CA 95608

### **II. 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.

### **III. MODIFICATIONS TO FACILITY**

- A. All requests for permission to modify park grounds must be brought to the attention of the DISTRICT. Requests must include a "Letter of Intent", accompanied by construction drawings and specifications. If approved, the DISTRICT will provide written permission to PERMITTEE.
- B. PERMITTEE is not to make any changes to the permanent structures, or add any permanent structures to the facilities without DISTRICT approval.
- C. Any facility malfunctions or damage is to be reported to DISTRICT. The party responsible for labor and payment for repair will be determined.
- D. No signage is to be added to facility by PERMITTEE without prior written approval from DISTRICT.
- E. PERMITTEE is not allowed to designate the name of a field, or any portion of the facility, without prior approval from the DISTRICT.
- F. No storage units may be placed on facility without written permission by DISTRICT only, and units are the responsibility of the PERMITTEE. 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 facility in a clean manner at all times PERMITTEE must provide keys or lock combinations to DISTRICT for all storage units, locked closets and fenced areas. *Any/all flammable and/or toxic substances are strictly prohibited in storage containers.*

#### **IV. GENERAL INFORMATION AND MAINTENANCE**

##### **A. FIELD USE**

1. PERMITTEE reserves use of the soccer field at the Del Campo Park on Tuesdays and Thursdays, 5pm – 8pm, from May to November and Saturdays, 8am to 2pm, from August to November.
2. PERMITTEE has the first right of refusal for leagues and tournaments then other groups may reserve the fields through the DISTRICT. Anytime the fields are not scheduled for use by PERMITTEE, the DISTRICT reserves the right to schedule other activities on them.
3. PERMITTEE will provide DISTRICT with field schedule prior to the start of the season.
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.

##### **B. PARKING**

1. PERMITTEE is responsible for coordinating parking and traffic during the season.
2. PERMITTEE is responsible to 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.

##### **C. BOUNCE HOUSES**

1. PERMITTEE shall ensure that Bounce House companies provide the DISTRICT with liability insurance endorsed to name the DISTRICT as an additional insured and shall include primary and non-contributory language in favor of the DISTRICT.

D. RESTROOMS/TOILETS

1. PERMITTEE is responsible to provide and pay for additional portable restrooms/toilets during the season. Depending upon the expected attendance, duration of the event, 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.

E. NO ALCOHOLIC BEVERAGES POLICY

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

F. 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.

G. BANNERS

1. All signs must be approved by the DISTRICT and must state the special event name, and applicable dates and times. Temporary signs for an event should be posted no more than two weeks before such event and are removed no more than five days after such event. This excludes sponsorship banners.
2. The DISTRICT maintains the right to place banners around the fields and other DISTRICT owned property used by the PERMITTEE.

H. 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.

**I. MAINTENANCE**

1. PERMITTEE is responsible for the following:
  - a) Inform all team users of the “No Dogs off Leash,” “No Alcohol,” “No Smoking,” and “No Parking on Turf” rules for the soccer fields and make sure spectators follow those rules.
  - b) Do not apply any pesticides or any other chemicals not approved by the DISTRICT on the site.
  - c) Inspecting fields (before and after games and practices) for hazardous conditions or clean-up required. Any hazardous conditions that need DISTRICT attention will be communicated to the DISTRICT’S Recreation Services Manager.
  - d) PERMITTEE shall pay a fee of \$70 per week for 2018 to the DISTRICT for maintenance costs with a 3% increase for 2019 and 3% increase for 2020. PERMITTEE must submit a field use schedule prior to field use each year to the Recreation Services Manager. Notification of changes to this schedule must be made to the Recreation Services Manager.
2. DISTRICT is responsible for the following:
  - a) Maintain and control irrigation system of soccer fields
  - b) Mow fields once a week (Tuesday is mow day for Del Campo Soccer Field)
  - c) Maintain draining system, trees, and weed abatement around fences.

**J. 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 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 season.
3. PERMITTEE is responsible for contacting the DISTRICT’S Recreation Services Manager regarding any program changes.

**V. 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) one time 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.
- C. DISTRICT and PERMITTEE will set up a web link to promote each other's programs to the general public
- D. DISTRICT will provide an opportunity for PERMITTEE to promote programs through signage on district property. All promotional materials and placement to be approved by the DISTRICT in advance.

**VI. TERM**

The term of this agreement shall commence May 17, 2018 through November 30, 2020.

**VII. TERMINATION**

PERMITTEE may terminate the agreement hereto by 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 Services Manager required by this paragraph, the PERMITTEE is responsible for any financial loss incurred by the DISTRICT pursuant to this contract.

**VIII. YOUTH PLAYER 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.
  - 1. A fee per player per season involved in organized sports programs that utilize DISTRICT athletic fields will be assessed the following amount:
    - 2018 Season = \$6.00 per player
    - 2019 Season = \$6.00 per player
    - 2020 Season = \$7.00 per player
  - 2. The PERMITTEE currently has one season per year:
    - May – November
- B. When the PERMITTEE submits its team rosters, the DISTRICT will then submit an invoice for the player fee.
- C. Full payment is due to Carmichael Recreation and Park District, 5750 Grant Avenue, Carmichael, CA 95608, within 30 days of receiving an invoice from the DISTRICT.



**IX. PROGRAM REGISTRATION**

- A. Within 30 days of the conclusion of PERMITTEE registration periods, or within 30 days of the signing of this contract, the PERMITTEE is to provide the DISTRICT with a list of participants, including name, 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 5750 Grant Avenue, Carmichael, CA 95608.
- D. Current and future field permits are contingent upon accurate rosters and payments.

**X. SUBMITTAL OF PAYMENT**

Payments and rosters are to be submitted to the DISTRICT'S Recreation Services Manager responsible for the oversight of said services.

**XI. ASSIGNMENT**

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

**XII. 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 soccer skills and abilities to area youth in a fun, safe, healthful and encouraging manner through soccer 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.

*(Remainder of page intentionally left blank)*

### **XIII. INDEMNIFICATION AND INSURANCE**

- A. PERMITTEE shall indemnify, defend, and hold harmless the DISTRICT, its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, including injury to or death of persons, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by PERMITTEE. 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. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.
- B. PERMITTEE acknowledges that all personnel furnished by PERMITTEE to perform services pursuant to this agreement shall be agents of the PERMITTEE and shall at all times be subject to the direct supervision and control of the PERMITTEE. PERMITTEE shall be solely liable for any and all injuries resulting to its agents, which may arise out of or in the course of the administration/performance of this agreement. The DISTRICT shall not be liable for any workers' compensation or other benefits accruing under federal or state law to any agents/employees of the PERMITTEE to administer/perform services pursuant to this agreement. If Permittee has any employees, than Permittee agrees that it will, at all times during the term of this agreement, at its own expense, obtain and keep in full force an in effect workers' compensation insurance as required by law with coverage extending to all of PERMITTEE employees, whether permanent, temporary or seasonal.
- C. 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, general liability insurance with limits of not less than \$1 million combined single limit per occurrence on an occurrence form policy and \$2 million aggregate. The PERMITTEE'S general liability insurance policy shall be endorsed to name the DISTRICT as an additional insured and shall include primary and non-contributory language in favor of the DISTRICT. PERMITTEE shall furnish DISTRICT with a certificate of insurance with the required additional insured and primary and non-contributory endorsements. It is the responsibility of PERMITTEE to notify its insurance advisor or insurance carrier regarding coverage, limits and forms specified in this Agreement. It is understood and agreed that failure to maintain insurance as required by this Agreement may be grounds for terminating the Agreement.

*(Remainder of page intentionally left blank)*

**XIV. NONDISCRIMINATION**

PERMITTEE shall not discriminate with respect to race, color, age, religion, genetic information, sex, pregnancy, sexual orientation, gender identity or expression, national origin, ancestry, citizenship, political affiliation, marital status, veteran status, physical or mental condition or disability, disabled veteran status, or any other category protected by law in the hiring of any employees pursuant to this contract.

**XV. 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.

**XVI. 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:

American River Futbol Club  
4827 Tommar Drive  
Fair Oaks, CA 95628

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**XVII. 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.

*(Remainder of page intentionally left blank)*

**XVIII. 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.

**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 formed pursuant to the California Public Resources Code (section 5780, et seq.)

By: \_\_\_\_\_  
Tarry Smith, District Administrator  
Carmichael Recreation and Park District

“DISTRICT”

AMERICAN RIVER FUTBOL CLUB

By: \_\_\_\_\_  
Authorized Representative of Permittee

“PERMITEE”