



CITY OF
FOLSOM
PARKS & RECREATION
DEPARTMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

THE CITY OF FOLSOM

AND

FOLSOM SOFTBALL CLUB

INTRODUCTION

The City of Folsom Parks and Recreation Department is dedicated to creating community through people, parks and programs. The City of Folsom (hereinafter called "City") recognizes that youth sports are a fundamental component of this goal and as such coordinates and schedules City and school district athletic fields for general public use. The Parks and Recreation Department works cooperatively through Joint Use Agreements with both the Folsom Cordova Unified School District, and the Los Rios Community College District to provide athletic facilities to local community youth sports leagues (CYSL).

The purpose of this Memorandum of Understanding (MOU) is to foster a healthy foundation and relationship with the Folsom Softball Club (hereinafter called "FSC") today and that this foundation will be built upon for continual improvement for years to come.

The FSC continues to experience growth in participation, and simultaneously the City has experienced growth in City and school districts athletic field use demands by existing CYSL and with new sports organizations and emerging sports. In anticipation of continued growth, the City finds it necessary to emphasize sharing in the use of all athletic fields among our present and future sports organizations.

Recognizing that this increased demand on fields creates an increased strain on the City's financial resources, the City has initiated a partial cost recovery program beyond the volunteer Adopt-A-Facility program. The partial cost recovery program includes power usage for lighted fields and annual user fees.

RECOGNITION

FSC is a recognized youth softball organization through its affiliation with the Greater Sacramento Softball Association (GSSA). The City recognizes the FSC as the primary resource and provider of recreational youth softball in our community.

The GSSA is an affiliated branch of and complies with the authority of the Amateur Softball Association (ASA), and annually registers their players, coaches, and administrators with the ASA. The territory of GSSA is that area of the State of California that includes but is not limited to Sacramento, Nevada, Yolo, El Dorado, Placer and parts of Solano Counties. The governing authority of the ASA has created geographical subdivisions within the territory known as Associations and States, depending on the geographical size of the population. GSSA is the parent association of the FSC.

Under the City of Folsom's Service Delivery Plan, the FSC is ascribed and given the status of a priority 1 CYSL. Those groups will receive first priority in the assignment of fields.

PLAYER DEVELOPMENT GUIDELINES

- A. The FSC will cooperatively work with the City in evaluating best practices and guidelines provided by the ASA to determine the applicability of such to the FSC program. Possible guidelines to be reviewed and developed will be the

recommended number of games to be played in a season, number of tournaments to be played per season, age appropriateness for competitive play, travel and regional play and policies on playing up.

- B. Additionally, the FSC will work cooperatively with the City to evaluate goals and actions of the local high school programs, other youth softball programs, and the local community colleges and universities softball programs to assist in the development of FSC program goals.

FIELD USE SCHEDULING GUIDELINES

IMPLEMENTATION GUIDELINES

As stipulated in the **City of Folsom Parks and Recreation Service Delivery Plan Policies and Procedures**, adopted November 6, 2007:

FIELD CLOSURE

- A. Natural turf softball fields in general will be closed from November 1st - February 28th (February 29th during leap year) for annual turf renovations and maintenance. Individual fields may be taken off-line for longer periods of time for major projects and or special circumstances.

MASTER CALENDAR

- A. An annual master calendar of all CYSL will be drafted to avoid recreation level overlap or scheduling conflicts with opening day ceremonies and tryouts of other community youth sports leagues.
- B. The traditional season for recreational softball shall be March 1st to June 15th. There are, however, a limited number of teams that continue to play until October 31st as they participate in the ASA "A" (Competitive) "B" (All Star) and/or other tournament or league play format.
- C. Season for "Competitive" softball shall be from March 1st to October 31st. Season for "All Star" softball shall from May 1st to October 31st for U10, U12, U14, and U16. There are, however, a limited number of teams that continue to play until October 31st as they participate in the Fall League play.
- D. Traditional sports seasons have priority (priority 1 programs) use over the shoulder season (shoulder season is defined as those months that are outside the traditional season).

ACTIVITY SCHEDULING

- A. City will have final approval in the number of events (games practices, tournaments, parades, etc.) which may have an impact on sites and the neighboring community.
- B. City approval shall include the field usage and number of tournaments offered per year. [Note: If the number of teams grows, the FSC can limit the number of practices for each team or have additional teams share a field, thus additional field time may not be required. The FSC will work within the City's field requirements.

- C. The FSC is responsible for all applicable use fees assessed by the City and /or the school district for facility use related to tournaments and special events.
- D. Some parks have public restrooms which may be utilized. In most cases, school facility restrooms may not be open for public use; therefore, portable restrooms may be required to be located at the facility as a requirement for facility use. If a user group chooses to use portable restrooms, arrangements must be made with the City or school district. User groups must submit recommended locations on site where the restroom can be secured (locked down) to prevent vandalism and will be held responsible for damages to surrounding area as well as clean up and billing for restoration to original condition. Service levels must be established and maintained to assure proper cleanliness. User must contact the City at least three weeks prior to the event for location approval. In addition, user groups must arrange for and pay all fees directly with the restroom vendor. It is recommended that the user group develop with the school districts, a usage agreement for use of onsite restrooms.

PRIORITY SCHEDULING

Priority 1

- A. The FSC, designated as a priority 1 organization, will receive first priority in the assignment of fields upon meeting specific timelines for submission of field needs. Failure to meet the timelines will result in forfeiture of priority status for 30 days or until such time as schedule can be employed.
- B. There shall be no unilateral decisions made regarding joining league affiliated programs without prior approval with the City.
- C. Provide the number of recreational, All Star and Competitive teams for the current season, along with a schedule of all practice times, game schedules and locations (teams and coaches included).
- D. There shall be no changes or additions to the number of playing divisions beyond the previous year's numbers without prior discussion with the City.
- E. The FSC will work within the confines of the previous year's field usage until such time that the City can determine its capacity to accommodate field requirements. [Note: If the number of players grows, FSC can add more players to existing teams, limit the number of practices for each team, or have additional teams share a field, thus additional field time may not be required. The FSC will work within the City's field requirements.]
- F. Due to facility impacts, the FSC registration will open to City of Folsom residents exclusively until 30 days before the close of the registration period. Non-residents must pay an additional non-resident facility maintenance fee.
For the recreational program, Folsom residents that register before the season starts will not be turned away or "cut" in preference to a non-resident with the goal that more than 80% of the recreational players be residents of Folsom. For the competitive program, teams will have at least 70% of their players from the City of Folsom. The issue of residency will be specifically reviewed at the conclusion of the MOU term.
Currently enrolled non-residents will be able to continue to play within the FSC until they age out.

PROCEDURES & FEES

The allocation-permitting process provides an organization the exclusive use of a field to the exclusion of all others. The objective of this MOU is to create a clear/written allocation policy and procedure that:

- Fairly distributes available fields
- Maximizes playing time
- Incorporates "turf recovery period" to maintain safe, quality fields
- Communicates financial issues and financial recovery policies
- Outlines field use regulations

The Folsom Softball Club shall:

- A. Meet with designated City personnel no later than February 1st to review field needs for practices and games for the upcoming recreational, All Star and Competitive softball season.
- B. Participate in an annual renovation review and walk through of school district facilities conducted with FCUSD and City personnel.
- C. Participate in an annual capital improvement discussion and assist in establishing a priority list of necessary maintenance and or repairs.
- D. Pay the currently adopted fees as of 4/5/09. The fees are \$15.00 per player: \$9.00 to the Folsom Athletic Association's Adopt-A-Facility program (apportioned in the following manner-\$5.00 to the Adopt-A-Facility program; \$4.00 to the FCUSD); and \$6.00 to the City's cost recovery program.
- E. Pay to the Adopt-A-Facility program the assessment per non-resident player for partial cost recovery of field maintenance currently being collected by the FSC, no later than two (2) weeks after the final closure of softball registration. The FSC will work with the City and the FAA to determine how these monies can best be utilized for softball field maintenance.
- F. The FAA in conjunction with the City will provide at least quarterly, formal reports on the Adopt-A-Facility program.
- G. Pay any light fees assessed during the season. The fees are to be paid within 15 days of receipt of the invoice for the previous month's use. Current CYSL direct lighting fee rates per softball field are:
 - Livermore Park - \$6.00/hr
 - Lembi Park Fields A, B & D - \$10.00/hr
 - Kemp Park Fields 1 & 2 - \$10.00/hr.
- H. Make public via newsletters, websites or e-mails: 1) dates, times, actions and minutes of FSC Board Meetings; 2) call for nomination of officers; election of officers; and 3) annual proposed budget and quarterly financial reports.
- I. Adopt changes to the current By-laws by providing monthly regular board meetings during the traditional season to allow its members a public forum to address topics relating to the FSC program.
- J. Provide a refund policy that is consistent with other Folsom community youth sports leagues.
- K. Work with City officials in affiliating with a youth softball governing body, such as the Amateur Softball Association, which provides training, rules and policies for players, coaches, officials, parents and association members.
- L. Provide a partnership with Folsom high schools and or other softball officials and leagues in the greater Sacramento area.

- M. Provide current CPR/First Aid practice should FSC require coaches to attend courses. FSC may solicit assistance from organizations such as the Folsom Fire Department for current training standards.
- N. Support the operation and maintenance of the park sites and school district facilities, including participation in the development of a long-term plan for the use, operation and maintenance of the City's park sites and school district facilities.
- O. Must have a binding Code of Conduct (as established in the Service Delivery Plan, page 6).
- P. As an adopted Parks and Recreation Department Priority 1 community youth sports league, facilities are made available for practices, games, and agreed upon tournaments as scheduled in advance. All other activities, programs, and uses must not compete with the Parks and Recreation programming and be approved by the Parks and Recreation Department representative, in writing a minimum of 60 days in advance of the event. Standard contract agreements, revenue sharing and cost recovery and/or fees will apply to all other activities and programs.
- Q. The FSC will coordinate with the City so as to maximize the benefits of budgeted funds in coordination with the City and other organizations for purchases such as field equipment, soil amendments, and or similar assets on fields that are shared with other organizations. This will be coordinated within the FSC annual budget.
- R. Develop a phase-in plan to acquire and locate an equipment storage container at each field location.
- S. Field users shall be responsible for any and all damage to City/ FCUSD premises, equipment, and property. If (after an activity) additional maintenance is required (in excess of normal services/time), the applicant will be charged accordingly. The City and school districts are not responsible for accidents, injuries or loss/damage to property of individuals/groups using the public fields and facilities. The FSC will be held responsible for all actions, behavior and damages caused by his/her participants/guests/attendees.
- T. Provide at its sole cost and expense, comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury or property damage liability, for all activities and programs conducted or presented by the FSC at the sites if such activities and programs are being conducted or presented independent of the City. The limits of liability shall not be less than \$2,000,000.00 per occurrence. The FSC shall provide the City with a certificate of insurance evidencing such coverage and a separate endorsement (form GC 20 10, or equivalent, as approved by the City Attorney) that names the City of Folsom, the Folsom Cordova Unified School District (FCUSD), and the Los Rios Community College District, its officers, employees, agents and volunteers as additional insured. Neither the City of Folsom, the Los Rios Community College District nor the FCUSD will provide any insurance coverage including, but not limited to, liability or workers compensation insurance for the FSC, its officers, employees, agents or volunteers.
- U. The FSC and the City will consult with each other on any plans that either party may have to engage in activities or events that may impact both parties.

City of Folsom shall be responsible for:

- A. Participating in the development of a long-term plan for the use, operation and maintenance of the sites.

- B. Facilitate and guide actions relating to City property and/or services. The City, as the property owner, has final approval authority for all improvements to the grounds or structures, repairs, uses, activities and programs on the sites.
- C. Provide general oversight of the condition of the property, maintenance of grounds and structures, and other matters related to the operation of the site.
- D. Make improvements to the site if funding is available. The City will consider the FSC recommendations for improvements to the sites and will consider recommendations from the FSC to prioritize those improvements.
- E. Facilitate program development for the sites. Programs may include, but are not limited to, classes, lectures, activities and special events. City will consider recommendations of the FSC to develop programming for the sites including, but not limited to, programming related to softball.
- F. Will develop a full year calendar of field usage for scheduling purposes.
- G. Will operate and maintain a rain line to provide the community with field closure information.
- H. Will develop a field condition reporting mechanism for use by the FSC.
- I. Will work cooperatively through the Adopt-A-Facility program special projects account to provide the necessary material and training to dewater low spots and back fill with proper field material.

CURRENT FACILITY RENTAL POLICY

All Softball Fields	Per Hour w/o Lights	Per Hour w/ Lights
Resident	\$15.00	\$30.00
Non-Resident	\$20.00	\$35.00

SANCTIONS

Failure to follow Parks and Recreation Department guidelines or for any non-scheduled usage, not remaining in good standing with GSSA and ASA, allowing insurance coverage to lapse or failure to take immediate remedial action to correct these or like deficiencies may result in:

- A. Loss of priority designation.
- B. Mandatory attendance and successful completion in a Parks and Recreation Department approved youth sports training program.
- C. Paying the standard published field rental and maintenance fees for practices, try-outs and match play.
- D. Loss of facility use.
- E. Immediate termination of this agreement and all the privileges.

EXPIRATION AND AMENDMENT

This Memorandum of Understanding shall be effective upon execution by all parties and shall continue for two years from that date, unless otherwise terminated or renewed as set forth herein. The MOU may be amended or renewed with approval of the City's representative and written consent of a FSC board member. All amendments and renewals must be in writing and executed by both parties. Prior to expiration, the FSC shall make a recommendation to the City regarding future use of the sites, which may include renewal of the memorandum or other recommendations as appropriate.

TERMINATION OF MEMORANDUM

This Memorandum of Understanding may be terminated by the City upon the giving of ninety (90) days' written notice to the president of the FSC or completion of the season if less than 90 days; or terminated by the FSC upon ninety (90) days' written notice to the Parks and Recreation Department representative or completion of the season if less than 90 days.


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed.

Date: 2/1/10



(Name), President, Folsom Softball Club

Date: 3/3/10



Lynn LePage, Recreation Division Manager,

Approved as to Content:


Robert Goss, Parks & Recreation Director

Date: 3/3/10