

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT
AND THE CORDOVA GIRLS SOFTBALL LEAGUE FOR
THE USE, OPERATION, AND MAINTENANCE OF SOFTBALL FIELDS AT MILLS
MIDDLE SCHOOL AND CORDOVA HIGH SCHOOL**

This Memorandum of Understanding by and between the Folsom Cordova Unified School District (“District”), and the Cordova Girls Softball League (“League”), is entered into on this 10th day of September, 2020 (“MOU”). The District and the League shall be collectively referred to as the “Parties.”

RECITALS

Whereas, the District owns and operates the school campuses of Mills Middle School at 10439 Coloma Road and Cordova High School at 2239 Chase Drive in Rancho Cordova, California 95670; and

Whereas, the District is the project owner for the renovation and construction of seven softball fields and related improvements at said campuses; and

Whereas, the seven aforementioned softball fields and related improvements (collectively referred to as “Softball Complex”) are depicted on the Mills Middle School/Cordova High School Softball Complex Site Improvement Map attached hereto as Exhibit A; and

Whereas, the District estimates that the renovation and construction of the Softball Complex will be completed in the fall/winter of 2019; and

Whereas, the League is a non-profit organization that conducts, operates, and runs a competitive girls, youth softball organization and has requested use of the Softball Complex for its softball-related events, games, and practices;

Whereas, under California Education Code section 38131 et seq., also known as the Civic Center Act, the governing board of a school district may grant the use of, and improvement to, school facilities or grounds, upon terms and conditions the board deems proper, subject to the limits set forth in the Civic Center Act; and

Whereas, the Civic Center Act and public policy recognize that school district facilities and grounds are an important community resource and encourage the shared use of school property to promote youth sports;

Whereas, the Parties have agreed that the benefit to the District, the League, and the local community will be greatly enhanced by a mutual MOU regarding the use, maintenance, and operations of the Softball Complex as set forth in this MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

TERMS

1. Purpose. The purpose of this MOU is to define the scope of the use, operations, and maintenance of the Softball Complex by the District and the League, respectively, to set forth payment and reimbursement obligations, and to enumerate other related provisions that will contribute to the mutual benefit of the Parties to this MOU. Nothing in this MOU shall be construed to affect the Parties rights, obligations, and duties with respect to their organizational status, structure, or operations.

2 Term. This MOU shall become effective on the date the MOU is fully executed (“Effective Date”) and shall continue until the first anniversary of the Effective Date. Thereafter, the MOU will be reviewed annually and may be extended with additional one-year extension periods, upon mutual written agreement by the Parties. Any party may terminate this MOU as provided for in Section 4 below.

3. Scope of MOU. The Parties agree that the use of the Softball Complex by the District, and the League, and the responsibilities pertaining thereto, shall be as described herein.

A. Softball Complex. Exhibit A depicts and separately identifies all the facilities and fields subject to this MOU, including the seven softball fields at the Softball Complex, batting cages, the plaza, snack bar, restrooms, and the front and new parking lots collectively located on the Mills Middle School and Cordova High School campuses owned by the District.

B. Permissible Uses. Unless express, written permission is given by the District, all activities, other than youth softball activities, are prohibited at the Softball Complex. Sports which may be considered include: 10 yr and under baseball on Mills fields, 12 yr and under baseball on CHS fields. Other outside sports shall be considered by FCUSD on case by case basis. Unsuitable sports which generally shall not be permitted include, by way of illustration and not limitation: adult softball, cricket, rugby, baseball over 12 years old. Baseball of any age shall not be played on the two fields near the apartments.

C. Rights and Responsibilities.

(1) Compliance with Laws. League shall comply with all laws in respect to its use of the Complex. League shall exercise the appropriate standard of care when operating, using, and/or maintaining any area of the Complex in its possession.

(2) Scheduling. The District and the League shall mutually establish and maintain an 18-month rolling schedule for League’s use of the Softball Complex in accordance with the following procedures:

a. *Tentative Schedule.* In November and May of each year, the League shall provide the District a tentative schedule of dates, times, and the particular facilities or fields

it intends to use at the Softball Complex for the next 18 months. The League shall utilize the District scheduling system (civicpermits.com) in preparing and submitting this schedule.

b. *Agreement on Schedule.* The League and District shall meet and confer within ten (10) business days or as needed after submittal of the League's tentative schedule or whenever necessary, for the purposes of updating, amending, rejecting, and/or modifying the League's tentative 18-month schedule. The parties shall meet and confer in good faith and mutually agree on changes and updates to the schedule.

c. *Local and Regional Tournaments.* Stars of Cordova shall be calendared by League in accordance with these provisions and shall enjoy the same priority in scheduling at no additional fee. This traditionally has included two tournaments, annually hosted by the League. The Lollapalooza Tournament will be afforded priority scheduling but will pay standard fees in accordance with the District's standard use program fee schedule. Approved tournaments may be revised upon mutual agreement by the District and League.

Other events not noted above that do not include League teams as organizer shall be treated as a third-party event subject to lower priority and must be scheduled through the District Facility Use Process as set forth in Section (3)b. below.

(3) Reservation Requirements. Each and every facility, improvement, or field on and about the Softball Complex, as identified on Exhibit A, must be separately reserved by League or a third-party.

a. *Fee Schedule.* The District shall establish a schedule of fees for League's use of each facility and/or field, and League agrees to pay such amounts in accordance with the then-existing fee schedule as determined through civic permits.

b. *Reservation Priority.* The District may reserve use of the Complex for third-parties during times when such facilities or fields at the Softball Complex are not reserved for League. The District may not accept any other reservations of the Softball Complex beyond the 18-month schedule. Third Parties must coordinate and schedule any activities with the District directly and not the League.

c. *Payment to District.* League shall make payment to District per the District's Facility Use Process.

d. *Cancellation.* Except for weather or other unforeseen circumstances not caused by the League, the League shall be required to pay for all reserved and scheduled activity unless the League notifies the District of cancellation by no later than seven (7) calendar days before the scheduled event. The District reserves the right to cancel League events if unfavorable conditions exist due to weather and to protect the fields from damage.

(4) Access.

a. *Softball Complex During School Hours.* Except as provided below, non-District personnel are prohibited from entering the Softball Complex during school hours without written approval from District. For non-District personnel who have received permission to enter the Softball Complex during school hours, they must check in at the main office with the administrator of the appropriate school campus. Requirements shall include fingerprinting, and background or criminal checks.

b. *Vehicular Access to Fields:* Except for pre-authorized League field maintenance equipment and golf carts, League shall be prohibited from vehicular access of any softball fields without prior approval of District.

c. *Keys.* Specific facility, field, fence, and gate keys shall only be issued to League users authorized by the District. League shall provide updated and accurate list to District of all current key holders.

d. *Parking.* Parking shall be prohibited on the fields at all times. The League is permitted to use the back parking lots for specific events or tournaments with prior approval from the District.. The League shall be entitled to charge for parking at League events subject to Facility Use fee schedule and District approval. Such revenues shall not be credited or deducted against League's Annual Payment.

e. *Use of Snack Bar.* District may also use the snack bar if the League is not utilizing it at that time; provided, however, that it notifies the League. Third Parties may use the snack bar and restrooms with prior approval from the District, subject to District's Facility Use fee schedule.

(5) Maintenance.

a. *Pre-Approval by District.* Any improvements or modifications made by League to any facility, field, or other area at the Softball Complex shall be by written approval by District prior to the commencement of any work and under the direction of the District.

b. *Annual Payment by League.* In addition to its maintenance duties set forth below, the League shall pay \$10,000 annually to District for maintenance costs at the Complex ("Annual Payment"). The Annual Payment shall help offset the costs of general landscaping and grass maintenance and preservation, other site maintenance, and dirt infield maintenance.

(i) *CPI Increase.* Price increases to the Annual Payment for subsequent contract years shall not exceed the Consumer Price Index (CPI) for the Urban Consumers for the San Francisco-Oakland-San Jose Area or 3%, whichever is less, in any one contract year. Requests for price increases by District shall be submitted by District in writing, sixty (60) days prior to the Annual Payment date to be effective for the subsequent year.

(ii) *Bi-Annual Payment Date.* The \$10,000 annual payment by League referenced in 5(b) shall be made in two installments of \$5,000 each. One Payment of \$5,000 shall be made on May 1st and the second payment of \$5,000 shall be made in October 1st of every calendar year, or the next business day if the first day falls on a holiday or weekend. Any payment that is late over 30 days is subject to a 1.5% late payment penalty fee. Each payment is for the previous six months of use.

(iii) *Infield Maintenance.* League and District shall coordinate at least annually regarding infield maintenance. Coordination shall include, but is not limited to, necessary import infield dirt quantity and quality. League shall provide recommendations and requests including supplier, source material and gradation. The District shall make the final decision on dirt import quantity and quality as necessary to maintain the level of quality and play at each field. District is financially responsible for dirt import and placement. District expects that dirt import shall be, on average, about five to 10 yards of dirt per year per field. If League chooses to provide treatments to field above and beyond standard of care it shall be at League's cost.

c. *Damages Caused by Users.* District will coordinate and manage repairs where damage is caused to Complex caused by any user. .

d. *Site Maintenance.* The League shall be responsible for maintenance as set forth below:

(i) *Grass Maintenance.* Prior to League events, League may mow per District specifications, rake any leaves or other green waste, and clean up any debris on and adjacent to the grass areas of the reserved fields. No mowing that stresses grasses is permitted. Control of irrigation shall be through the District.

(ii) *Infield Maintenance.* League shall only perform minor wetting and dragging of the infield prior to games being played on the fields.

(iii) *Trash.* League shall clean up and empty all trash and garbage can receptacles used during League events.

(iv) *Field Supplies.* League shall be responsible for providing, maintaining, and storing bases, field chalk, and hoses for watering the infield. League shall also be responsible for maintaining and storing a fence for temporary installation during League games. Such fencing shall be approved by the District. .

(v) (Left blank on purpose)

(vi) *Hardscapes.* League shall be responsible for power washing the hardscape on and around the fields utilized by the League as needed. League shall keep hardscapes in good condition, and free from stains. League shall be responsible for providing and storing any equipment used for power washing.

e. *Snack Bar and Restroom Maintenance.* The District and League shall be responsible for maintenance and supplies at the snack bar and restroom facilities, as depicted on Exhibit A, as set forth below:

(i) Except for outside events hosted by third parties, League shall be responsible for all janitorial services and minor maintenance at the snack bars and restrooms. League shall also be responsible for minor maintenance and upkeep of the snack bar and restrooms. League shall also be responsible for pest control in accordance with District Standards and shall power wash the restrooms and snack bar building exterior sufficient to keep it clean and in good condition. League shall also provide a deep cleaning of all appliances, surfaces, and finishes at snack bar and restrooms, at least annually (preferably during the winter holidays), or as needed and upon reasonable request by District. League shall be responsible for maintenance and upkeep of equipment and appliances at restroom and snack bar, and shall be responsible for after-hours service calls on such equipment or appliances as a result of League's use. Alternatively, League may pay District to perform any of the duties set forth herein.

(ii) District shall be responsible for, and ensure proper maintenance and working order of the mechanical, plumbing, lighting, roof, and outside building envelope structure of the restrooms and snack bar. District shall also be responsible to fix any plumbing failures (blockages or broken waterline, sewer, etc.), remediate any vandalism and graffiti to restrooms or snack bar, unless such vandalism or graffiti is caused by the League. District shall be responsible for all janitorial services for snack bar and restroom for outside events hosted by third parties. District shall ensure each restroom contains a bio-hazard waste receptacle.

(iii) *Plumbing Failures.* If a plumbing failure at snack bar or restroom occurs outside of normal business hours during a League event, the League shall coordinate an immediate repair, or wait for District to address the problem during the next normal business hours, if an emergency repair is not necessary. During all other times, District shall address plumbing failures during the next normal business hours, if possible.

(iv) *Food Removal.* At the end of the fall season, and prior to shutting down for the winter, League shall remove all food items in the snack bar or place them in the refrigerator or freezer for adequate preservation. Food removal does not include non-perishable, sealed food items such as canned goods.

(v) *Supplies.* League shall be responsible for adequate supplies at the snack bar and restroom during its use, including disposable products such as plastic utensils, paper plates, paper towels, napkins, soaps, and toilet paper.

(vi) *Refrigeration.* League shall supply and maintain a lockable, free standing, reach-in refrigerator/freezer combination at the snack bar.

(vii) *Beverages.* League shall not utilize soda fountains at the snack bar due to the potential for attracting vermin. The only beverages allowed for sale shall be non-alcoholic cans and bottles.

4. Termination.

A. Termination for Convenience. Either party may terminate this MOU for any reason or no reason, prior to the end of the term hereof, upon one hundred and eighty (180) days' advanced written notice to the other party.

B. Responsible for Costs Incurred. In the event that either party terminates this MOU prior to the end of the term here, each party agrees to be solely responsible for all costs or expenses incurred by it under this MOU.

C. Termination for Cause. Either Party may terminate this MOU, prior to the end of the term hereof, upon less than one hundred and eighty (180) days' advanced written notice in the event of a material breach by the non-terminating party. In the event of a material breach, the terminating party shall give the non-terminating party a reasonable opportunity to cure, not to exceed thirty (30) days.

5. No Transfers and Assignments. District and League may not assign or transfer any of their respective rights or interests under this MOU. If League reserves any facility or field, such reservation is personal and exclusive to it, and League is prohibited from transferring its reservation to any other person, organization, or entity.

6. Indemnification.

Indemnification shall comply with the District's current Civic Permits Policy (Facility Use Agreement)

7. Insurance.

Insurance shall comply with the District's current Civic Permits Policy (Facility Use Agreement).

8. Attorneys' Fees. If a party to this MOU brings any action, including an action for declaratory relief, to enforce or interpret the provision of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10. Amendments. The MOU may be amended by mutual agreement of the Parties. Such amendments shall only be effective if incorporated in written amendments to this MOU and executed by duly authorized representatives of the parties.

12. Counterparts. This MOU may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.

13. Severability. If a court of competent jurisdiction finds or rules that any provision of this MOU is invalid, void, or unenforceable, the provisions of this MOU not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

14. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this MOU does not constitute a waiver of any other breach of that term or any other term of this MOU.

15. Integration. This MOU, and all exhibits attached hereto, represents the entire and integrated MOU between Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

16. Notices. Notices concerning this MOU shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To DISTRICT:

Folsom Cordova Unified School District
Attention: Matt Washburn, Chief Operations Officer
1965 Birkmont Drive
Rancho Cordova, CA 95742-6407

To LEAGUE:

Cordova Girls Softball
Attention: Cordova Girls Softball President
P.O. Box 353
Rancho Cordova, CA 95741
Phone: (916) 491-1961

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be entered into as of the date and year first above written.

Cordova Girls Softball:

By: _____
Rod Borba, President

Date: _____

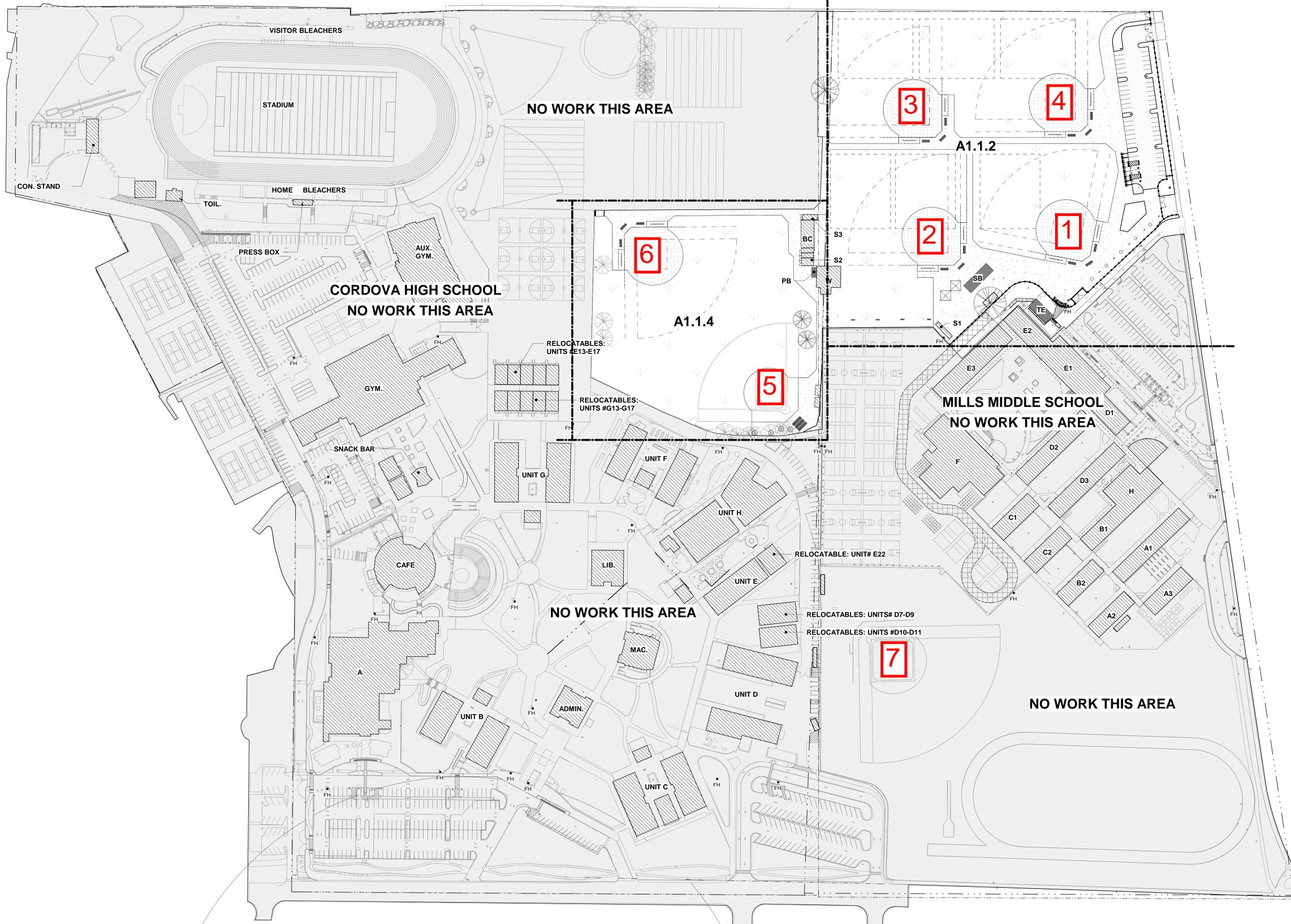
Folsom Cordova Unified School District:

By: _____
Rhonda Crawford, Asst. Sup. Bus. Services

Date: September 10, 2020

2983095.4

Exhibit A



LEGEND

--- MATCH LINE	□ EARTH
--- PROPERTY LINE	--- CHAIN LINK FENCE
UNIT DESIGNATION NEW BUILDINGS	--- ORNAMENTAL FENCE
UNIT DESIGNATION EXISTING BUILDINGS	--- FIRE HYDRANT (NTS)
NO SCOPE OF WORK	--- FIRE DEPARTMENT CONNECTION (NTS)
--- EXPANSION JOINT	--- POST INDICATOR VALVE (NTS)
--- CONCRETE WALK / PAVING	--- POLE LIGHT w/ BANNER
--- CONTROL JOINT	--- TRIANGULAR MONUMENT SIGNAGE
--- LANDSCAPE	--- SHADE STRUCTURE
--- EMERGENCY ACCESS LANE	--- CMU WALL
--- ASPHALT CONCRETE PAVING	■ TRUNCATED DOMES

DSA-810 LOCAL FIRE AUTHORITY REVIEW

School District: _____
Project name / school: _____
Project address: _____
Local Fire Authority is to complete Section 1-7 as applicable to this project, and sign below. (Check Section 1-5 per key.)

KEY: "Y" = Complies with LFA Requirements "N/A" = Not applicable to this project
"NR" = LFA elects not to review "NR" = Not approved (complete Section 8)

- 1. Elevators**
Where an Elevator does not meet medical emergency service cab size, per California Building Code (CBC), use of stairways for emergency rescue and patient transport is acceptable.
- 2. Access Roads**
Access Roads, Fire Lane Markings, pavers and Gate Entrances are in accordance with Title 19, Calif. Code of Regulations and the California Fire Code, Chapter 5.
- 3. Fire Hydrant Location**
Fire hydrant location and distribution complies with the California Fire Code (or see #4).
- 4. Fire Flow**
Fire hydrant location and distribution complies with NFPA 1142, "Alternate Means." If "NR" is checked, DSA can only review on-site water storage as an alternative. The signature of the School District is required to acknowledge use of alternate means.
- SIGNATURE OF SCHOOL DISTRICT OFFICIAL: (Sign and Print name and Title) _____ (Date) _____
- 5. Automatic Fire Sprinkler Systems**
The location(s) of the proposed Post Indicator Valve and Fire Dept. Connection meets the requirements of this jurisdiction.
- 6.** The location(s) of the Detector Check Valve Assembly meet the requirements of this jurisdiction.
- 7. Is project located in a Hazard Severity Zone Area?** (CBC, Chapter 7A, Section 701A) Yes No
Check type if "Yes": Moderate High Very High WIFA
(If one of these boxes is checked, plans will have to meet requirements of Chapter 7A)
- 8. COMMENTS:** Note Deficiencies: _____

LOCAL FIRE AUTHORITY INFORMATION:

AGENCY NAME(Print): SAC METRO FIRE
ADDRESS(Print): 10545 ARMSTRONG AVENUE, SUITE 200
CITY/STATE/ZIP (Print): MATHER, CA 95655-4102
PHONE NUMBER(Print): 916-858-4300 e-mail: _____
Completion of lines 1-7 (including school district representative signature on line 3 if alternate means required) and LFA signature below signifies that the Local Fire Authority has reviewed the listed items above for this project. Items not checked or marked NR will be reviewed by DSA.
Note: Only sign DSA-810 when imaged onto the site plan. Loose form not acceptable to DSA.

REVIEWED BY (Print name) _____ (Signature) _____ (Date) _____
RANK/TITLE (PRINT): _____

INFORMATION ONLY SHEET

THIS PLAN INCLUDES CODE INFORMATION ONLY. REFER TO THE SUBSEQUENT PLANS FOR SITE CONSTRUCTION DETAILS, INCLUDING ACCESSIBLE FEATURES ALONG THE ACCESSIBLE PATH OF TRAVEL.

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DSA

File No. 34-H3
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
02-116536
AC. FLS. SS. _____
DATE _____

LEARNED ARCHITECT
FERI N. JAMISON
C-26236
8/1/19
RENEWAL DATE
STATE OF CALIFORNIA

MILLS MIDDLE SCHOOL/CORDOVA HIGH SCHOOL SOFTBALL FIELD MODERNIZATION FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT FOLSOM, CALIFORNIA

LOCAL FIRE AUTHORITY SITE PLAN

INC. 2

Revision	DRAWN WH	PROJECT NO.	2016-1260
	CHECKED JJ	DATE	02/02/18
	SCALE As indicated	SHEET	A10.2

1 SITE PLAN
1" = 80'-0"

NOTE: SEE A1.1.2 FOR ACCESSIBLE PARKING CALCULATION. SEE SHEET A1.0.1 FOR BUILDING LEGEND

