

**JOINT USE AGREEMENT
BETWEEN
FULLERTON SCHOOL DISTRICT AND CITY OF FULLERTON**

THIS JOINT USE AGREEMENT ("Agreement") is entered into as of the 16th day of August, 2022 ("Effective Date"), by and between the FULLERTON SCHOOL DISTRICT, a California public school district ("District") and the CITY OF FULLERTON, a municipal corporation ("City").

RECITALS

WHEREAS, City and District have jointly used the District's school grounds and the City's park facilities since 1980; and

WHEREAS, City and District desire to set forth the terms and conditions of the joint use of the District's school grounds and City's park facilities at Fern Drive Elementary School/Park, Maple Elementary School/Lemon Park, Orangethorpe Elementary School/Park, Raymond Elementary School/Byerrum Park, Valencia Park Elementary School/Park and Woodcrest Elementary School/Park (collectively referred to as the "Site" or "Sites") for school and community activities as authorized by California Education Code section 10900 et al.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed by and between the City and the District:

1. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the Effective Date and end on June 30, 2023, unless terminated earlier by either party in the manner set forth herein. Thereafter, the term of this Agreement shall automatically extend for successive one (1) year terms until terminated by either party as set forth in this Agreement.

2. MAINTENANCE AREAS. As used in this Agreement, "District Maintenance Areas" refers to the athletic fields located on the school's side of the perimeter fence line at each Site, as further depicted in Exhibit "A", attached hereto and incorporated herein. As use in this Agreement, "City Maintenance Areas" refers to the athletic fields located outside of the school's perimeter fence line at each Site, as further depicted in Exhibit A.

3. DISTRICT'S RIGHTS AND RESPONSIBILITIES.

3.1. Maintenance Responsibilities. District shall provide all maintenance and groundskeeping for the District Maintenance Areas. Maintenance and groundskeeping shall include mowing, trim mowing, edging, rodent control, pesticide application, trash collection, field aeration and seeding, and infield and backstop maintenance.

3.1.1. Mowing. District shall mow the District Maintenance Areas using a large field mower on a weekly basis April through October and on a bi-weekly basis November through March as appropriate based on weather conditions.

3.1.2. Pesticides. District shall comply with the Healthy Schools Act of 2000 (California Education Code Sections 17608-17614). On or before August 1 of each year, District shall provide the City a list of pesticides District anticipates using on school grounds during the upcoming school year and a list of pesticide and rodent control used during the preceding school year. District shall comply with all posting requirements set forth in the Health Schools Act of

2000.

3.1.3. Aeration Schedule. District shall provide field aeration and seeding schedule to City by July 1st of each year.

3.2. Availability of District Maintenance Areas. The District Maintenance Areas shall be available for community and park and recreation purposes after school hours, Monday through Friday, beginning at 4:00 p.m., during school vacation periods, and on Saturdays and Sundays when the District does not have a school function or field allocation scheduled.

3.3. Improvements. Any improvements planned by District on District-owned property within the City's Maintenance Areas shall be made at the sole expense of the District. District shall be responsible for all maintenance of such improvements and such improvements shall be incorporated into the District Maintenance Area.

3.4. Granting Use of Fields in District Maintenance Areas. District shall control granting use of field space at the Sites within the District Maintenance Areas.

3.4.1. Field Priority. When allocating field space in the District Maintenance Areas, District shall give priority to Fullerton youth sports organizations in accordance with the City's Athletic Field Use and Allocation Policy ("Allocation Policy"), attached hereto as Exhibit "B". In accordance with the Allocation Policy, recreation-based youth sports organizations with 80% of the participants residing within the City of Fullerton will have first priority of fields at the Sites and competitive-based youth sports organizations with 55% of the participants residing within the City of Fullerton will have second priority of fields at the Sites. The Allocation Policy may be amended by the City at any time in its discretion, without requiring an amendment to this Agreement. If the City amends the policy, the City will promptly provide a copy of the amended policy to District.

3.4.2. Fees. District shall charge fees for use of fields within the District Maintenance Areas in accordance with the City Council-approved Parks & Recreation Department's Policy Statement and Fee Schedule ("Fee Schedule"). The Fee Schedule for Fiscal Year 2022-2023 is attached hereto as Exhibit "C". City will promptly provide District a copy of the updated Fee Schedule following City Council approval each year that this Agreement remains in effect. District shall retain all fees collected for use of field space within the District Maintenance Areas.

3.5. Requests for Use of City Maintenance Areas. District shall refer all requests for use of City Maintenance Areas to the City for scheduling.

3.6. Watering and Management. District may water and manage all District Maintenance Areas at a level the District determines appropriate. District shall maintain safe fields regardless of ownership of water meters or lighting systems within the District Maintenance Areas.

3.6.1. Costs. District shall be responsible for all watering and electrical costs within the District Maintenance Areas. Until City transfers water and electrical meters to the District, as set forth in Section 4.6 of this Agreement, City will submit a payment request, each month, to District for costs incurred by City within the District Maintenance Areas. District shall submit payment to the City thirty (30) days of the date of each payment request.

4. CITY'S RIGHTS AND RESPONSIBILITIES.

4.1. Maintenance Responsibilities. City shall provide all maintenance and groundskeeping for the City Maintenance Areas. Maintenance and groundskeeping shall include mowing, trim mowing, edging, rodent control, pesticide application, trash collection, field aeration and seeding, and infield and backstop maintenance.

4.1.1. Mowing. City shall mow the City Maintenance Areas using a large field mower on a weekly basis April through October and on a bi-weekly basis November through March, as appropriate based on weather conditions.

4.1.2. Pesticides. City shall comply with the Healthy Schools Act of 2000 (California Education Code Sections 17608-17614). On or before August 1 of each year, City shall provide the District a list of pesticides City anticipates using on school grounds during the upcoming school year and a list of pesticide and rodent control used during the preceding school year. City shall comply with all posting requirements set forth in the Health Schools Act of 2000.

4.1.3. Aeration Schedule. City shall provide field aeration and seeding schedule to District by July 1st of each year.

4.2. Improvements. Any improvements planned by City on City-owned property within the District's Maintenance Area shall be made at the sole expense of the City. City shall be responsible for all maintenance of such improvements and such improvements shall become incorporated into the City's Maintenance Area.

4.3. Requests for Use of District Maintenance Areas. City shall refer all requests for use of District Maintenance Areas to the District for scheduling.

4.4. Granting Use of Fields in City Maintenance Areas. City shall control granting use of field space at the Sites within the City Maintenance Areas.

4.4.1. Field Priority. City shall allocate use of the fields at the Sites within the City Maintenance Areas in accordance with the Allocation Policy.

4.4.2. Fees. City shall charge fees for use of the fields within the City Maintenance Areas in accordance with the Fee Schedule. City shall retain all fees collected for use of field space within the City Maintenance Areas.

4.5. Watering and Management. City may water and manage all City Maintenance Areas at a level the City determines appropriate. City shall maintain safe fields regardless of ownership of water meters or lighting systems within the City Maintenance Areas.

4.5.1. Costs. City shall be responsible for all watering and electrical costs within the City Maintenance Areas.

4.6. Transfer of Ownership of Utilities. City shall transfer to District ownership of water meters, irrigation systems, athletic field lights, and electrical systems controlling the athletic field lights at Sites within the District Maintenance Areas currently owned by the City. City shall submit an inventory of the assets to be transferred. City shall complete transfer of ownership within six (6) months of the execution of this Agreement, unless a later date is mutually agreed upon in writing by the parties.

5. MAJOR IMPROVEMENTS. City and District shall meet twice a year, in March and September, to discuss any major improvements needed on the Sites. City and District shall be responsible for the costs of all major field improvements within their respective maintenance areas. Major field improvements include major field renovations, total replacement of installed field equipment, installation of lighting, replacement of fencing and installation of artificial turf.

6. CONSULTATION WITH CITY YOUTH SPORTS COMMITTEE. City and District shall meet and confer twice a year, by June 1st and December 1st of each year, to allocate both City and District fields to the sports organizations which have submitted field requests.

7. INDEMNIFICATION

7.1. District's Obligations. District shall indemnify, defend, and hold harmless City, its elected and appointed officials, officers, employees, agents, and volunteers, at District's sole expense and with counsel approved by City, from and against any and all losses, damages, liability, demands, claims, suits, actions, or other legal proceedings, including attorneys' fees and reasonable costs incurred in defending any such action, brought against City, its elected or appointed officials, officers, employees, agents, or volunteers arising out of or relating to the acts or omissions or willful misconduct of District, its elected or appointed officials, officers, employees, agents, or volunteers in the performance of District's obligations pursuant to this Agreement.

7.2. City's Obligations. City shall indemnify, defend, and hold harmless District, its elected and appointed officials, officers, employees, agents, and volunteers, at City's sole expense and with counsel approved by District, from and against any and all losses, damages, liability, demands, claims, suits, actions, or other legal proceedings, including attorneys' fees and reasonable costs incurred in defending any such action, brought against District, its elected or appointed officials, officers, employees, agents, or volunteers arising out of or relating to the acts or omissions or willful misconduct of City, its elected or appointed officials, officers, employees, agents, or volunteers in the performance of City's obligations pursuant to this Agreement.

8. INSURANCE. City and District agree to each maintain Comprehensive General Liability insurance and Automobile Liability insurance covering bodily injury, personal injury, property damage, and contractual liability in minimum amounts of \$2,000,000 per occurrence. In addition, City and District agree to each maintain Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance with a minimum limit of \$2,000,000 per accident. Any of the above required insurance may be maintained in the form of self-insurance.

8.1.1. Additional Insureds. The insurance policies required of City and District shall be endorsed to provide that the other party's officers, officials, employees, agents, representatives, and volunteers are named as additional insureds, and said endorsement shall contain no special limitation on the scope of protection offered to the other party and its officers, officials, employees, agents, representatives, and volunteers.

8.1.2. Notice of Cancellation. The insurance policies required of City and District shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced except after thirty (30) calendar days' written notice provided to the other party by certified mail, postage prepaid, return receipt requested.

8.1.3. Primary Coverage. City's and District's insurance shall be primary, and any insurance maintained by City and District shall be in excess of each party's insurance and non-contributory.

8.1.4. Acceptable Insurers. The insurance policies required of City and District shall be issued by insurers of recognized responsibility, qualified to do business in California, and acceptable to the other party.

8.1.5. Certificates of Insurance. City and District shall furnish each other with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names, addresses, policy numbers, coverage, limits, deductibles, and self-insured retentions. Additionally, City and District shall furnish each other with certified copies of all policy endorsements required therein.

9. TERMINATION.

9.1. Without Cause. Either party may terminate this Agreement without cause by providing at least ninety (90) days written notice to the other party specifying the desired date of termination.

9.2. With Cause. Either party may terminate this Agreement for cause if the other fails to perform or observe any term or condition of this Agreement and such failure continues for thirty (30) days after receipt of written notice thereof. In the event either party fails to perform or observe any term or conditions of this Agreement, the non-defaulting party may provide the defaulting party written notice of its default and an opportunity to cure its default. If the default is not cured within thirty (30) calendar days, or such other time period mutually agreed upon by the parties, following receipt of a written notice of default, this Agreement may be immediately terminated by giving written notice of termination, provided that (a) such default shall not be deemed grounds for termination for cause if it is due to causes beyond the defaulting party's control, and (b) if such cure cannot reasonably be effected within thirty (30) calendar days, or within such other time period mutually agreed upon by the parties, the defaulting party shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, or within such other time period mutually agreed upon by the parties, and diligent subsequent completion thereof.

10. REPRESENTATIVES AND NOTICES.

10.1. Representatives.

10.1.1. City's Representatives. The City's Director of Parks and Recreation and the Director of Public Works or their designees shall be the representatives of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements, on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

10.1.2. District's Representatives. District's Assistant Superintendent of Business Services and the Director of Facilities, Maintenance and Operations shall be representatives of District for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

10.2. Notices.

All notices and written communications shall be sent to the following addresses indicated below:

If to City: Director of Parks and Recreation
City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832

Director of Public Works
City of Fullerton
1580 West Commonwealth Avenue
Fullerton, CA 92832

If to District: Assistant Superintendent of Business Services
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

Director of Facilities, Maintenance and Operations
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

11. RELATIONSHIP OF PARTIES. Each party is acting in an independent capacity. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the parties or to impose any partnership obligation or partnership liability upon any party. No party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other party.

12. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

13. DISPUTES. In the event of any dispute arising out of this Agreement or an alleged breach thereof, City and District shall first attempt in good faith to resolve such dispute informally.

14. WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

15. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the

validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

16. CONFLICTS OR INCONSISTENCIES. In the event there are any conflicts or inconsistencies between this Agreement and any attachments hereto, the terms of this Agreement shall prevail.

17. HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

18. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

19. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into for the sole benefit of City and District and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

20. ASSIGNMENT. Neither this Agreement nor any of the parties' rights, obligations, or duties hereunder may be assigned in whole or in part by either party without the prior written consent of the other party.

21. AMENDMENTS. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

22. AUTHORITY OF SIGNATORIES. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

23. ENTIRE AGREEMENT. This Agreement consists of eight (8) pages and three (3) exhibits and constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

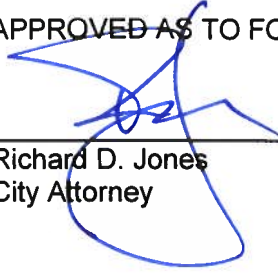
CITY OF FULLERTON

FULLERTON SCHOOL DISTRICT

Eric Levitt
City Manager

Robert R. Coghlan, Ph.D.
Assistant Superintendent

APPROVED AS TO FORM:



Richard D. Jones
City Attorney

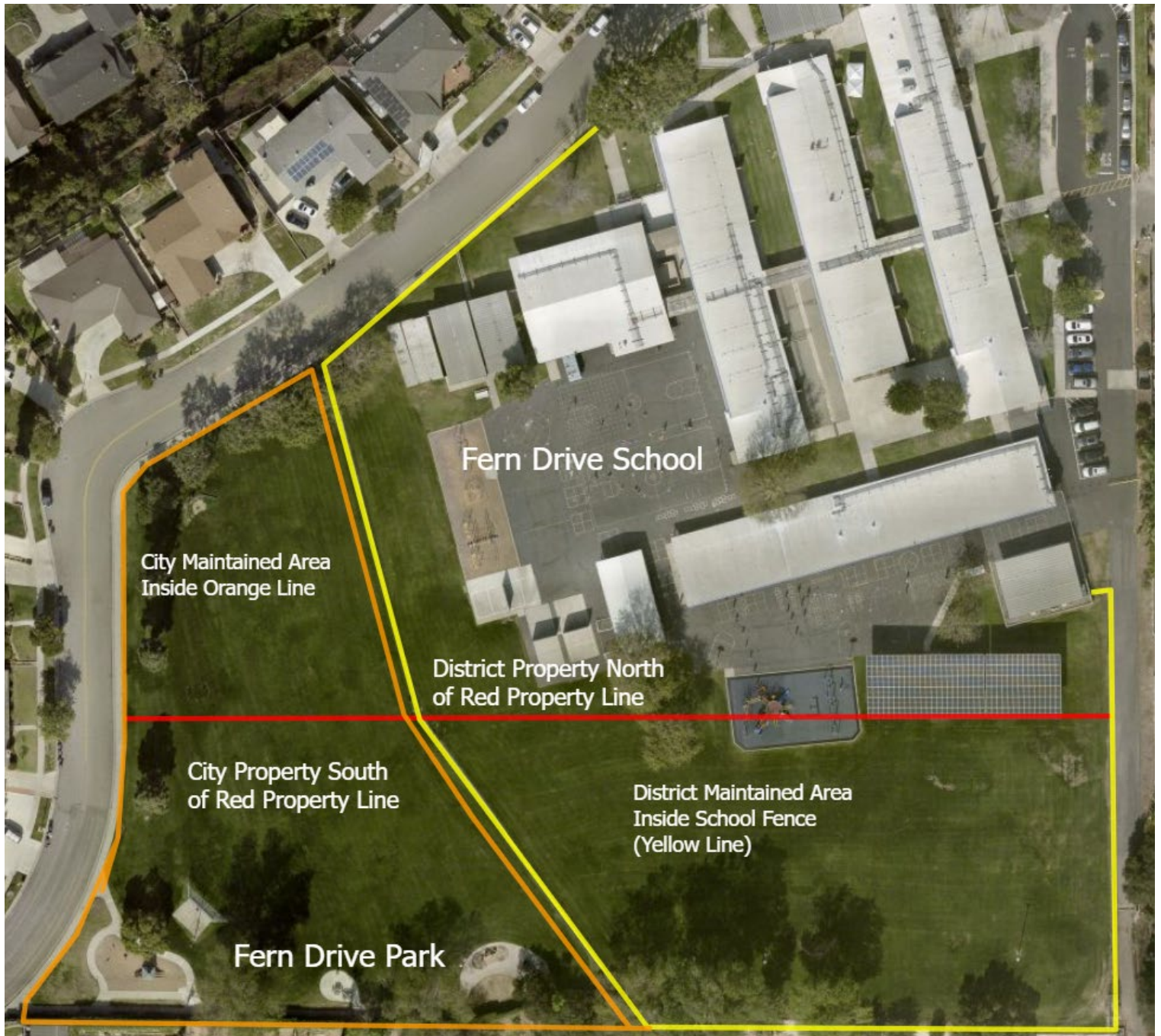
ATTEST:

Lucinda Williams
City Clerk

EXHIBIT A

DESCRIPTIONS OF MAINTENANCE AREAS

Exhibit A
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT
MAINTENANCE AREA



Fern Drive School - 1400 W. Fern Drive
Fern Drive Park - 1600 W. Fern Drive

Exhibit A
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT
MAINTENANCE AREA



Maple School - 244 E. Valencia Drive

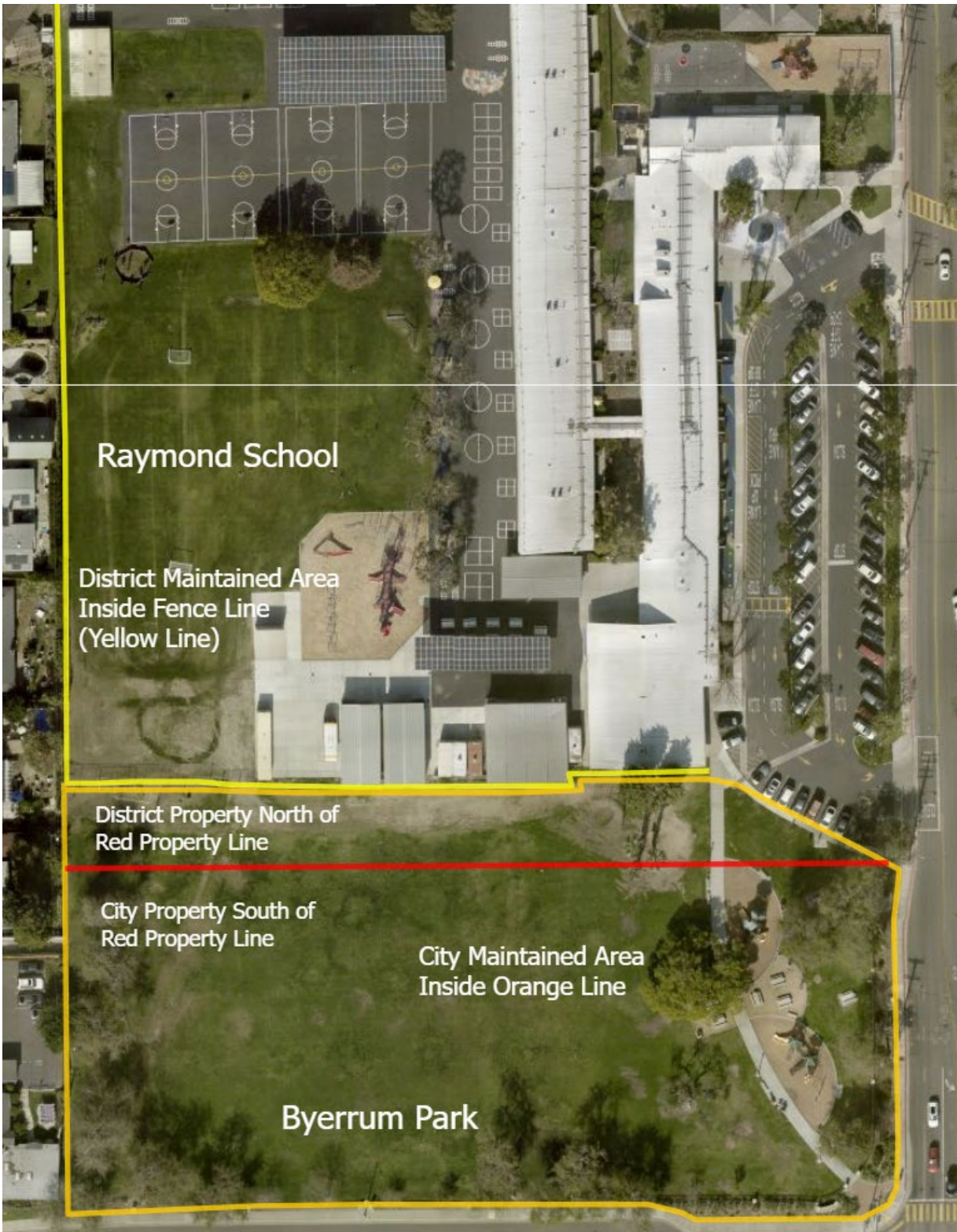
Lemon Park - 701 S. Lemon Street

Exhibit A
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT
MAINTENANCE AREA



Orangethorpe School - 1400 S. Brookhurst Road
Orangethorpe Park - 1737 W. Roberta Avenue

Exhibit A
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT
MAINTENANCE AREA



Raymond School - 517 N. Raymond Avenue
Byerrum Park - 501 N. Raymond Avenue

Exhibit A
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT
MAINTENANCE AREA



Valencia Park School – 3441 W. Valencia Drive
Valencia Park – 2425 W. Valencia Drive

Exhibit A
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT
MAINTENANCE AREA



Woodcrest School – 455 W. Baker Avenue

Woodcrest Park – 440 W. Orangethorpe Avenue

EXHIBIT B

ATHLETIC FIELD USE AND ALLOCATION POLICY

EXHIBIT B
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT

ATHLETIC FIELD USE AND ALLOCATION POLICY



CITY OF FULLERTON
PARKS AND RECREATION DEPARTMENT
303 WEST COMMONWEALTH AVENUE
FULLERTON, CA 92832



Policy Approved by City Council on 11/5/2019

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I. Introduction

The City of Fullerton Parks and Recreation Department is committed to providing quality recreational sports experiences in a safe and equitable environment for the Fullerton community, promoting values of sportsmanship, respect, and fun.

The City issues permits for the use of athletic fields in City parks and at Fullerton School District, “FSD” fields to sports groups and the general public for activities and programs. The City and the FSD work cooperatively in accordance with a Joint Use Agreement.

The purpose of the *Athletic Field Use and Allocation Policy* is to outline procedures and allocation priorities for the permitted use of the City and FSD athletic fields. The City is dedicated to maintaining partnerships with Fullerton youth sports organizations and the general public to foster a multitude of recreational athletic opportunities on well-maintained and safe sports fields. This policy will provide a guide for the equitable allocation, safe and responsible use, and proper care of sports fields.

The cost of providing sports services (for field preparation, maintenance, and equipment, lighting, and staff time) must be shared with the groups that utilize these services. Providing the public access to sports fields requires a substantial subsidy from the City; therefore, in order to sustain such assets for the community’s use, cost recovery is crucial and fees are required to help offset such costs.

II. Definition of Terms

Recreational Play

Recreational play is where all participants are guaranteed a minimum playing time each game and teams are competitively balanced. Recreational leagues are those that allocate players through a draft or player evaluation to ensure fairness and balance amongst teams, and do not cut players for poor playing performance. Post season all-star teams are exempt. Recreational-based groups do not have paid positions directly related to managing and operating the league.

Competitive Play

Competitive-based play is where participants gain playing time based on skill level and are not guaranteed a minimum each game. Competitive leagues are those that hold tryouts to find the best players. Players are not guaranteed to make a team. Competitive play emphasizes learning advanced and specialized skills and includes travel outside the City to play other advanced teams. Competitive-based groups may have paid positions directly related to managing and operating the league.

Resident

A person whose primary residence is within the Fullerton City limits.

Resident Percentage

The resident percentage is calculated by dividing a group’s total number of Fullerton residents by the total number of group participants. A group's resident percentage helps to determine and maintain its priority group classification. Certain documentation, such as rosters, player addresses, photo IDs, and utility bills,

will be required to verify residency status. Where an organization contains both a recreational group and a competitive group, the resident percentage is calculated separately for each group.

Youth Status

Youth status is given to a person 18 years of age or under at the start date of a permit.

Non-Profit Status 501(c)(3)

A non-profit organization is one that meets all the requirements of Section 501(c)(3) of the Internal Revenue Code. The organization must submit to the City a Letter of Determination or Letter of Affirmation from the IRS. The organization is also required to submit to the City annual financial forms including 990 forms (Federal), 199 forms (State), and other documentation as requested by the City, including, but not limited to, financial records demonstrating non-profit status. Visit www.irs.gov for additional information on non-profit status. Organizations must also remain in good standing with the California Secretary of State, including, but not limited to, paying all recurring filing fees.

III. Priority Group Classifications

An organization's priority group classification determines its priority for field allocations. After City and FSD field needs are met, the Partner groups will have first priority for field allocations, Fullerton Competitive/Club/Travel groups will have second priority, and Rental groups will have third priority. Priority levels and associated fees are set forth in the Parks and Recreation Department's *Policy Statement and Fee Schedule*.

Partner Group - 1st Priority

A community youth sports organization seeking Partner group status must apply in writing to the Parks and Recreation Department at least one (1) year prior to the estimated starting date. A Partner application may be obtained by contacting the Parks and Recreation Department and must include information and documents evidencing the requirements set forth below, with a detailed explanation describing the proposed field use and long-term growth intentions. The City will issue a receipt of acknowledgement within seven (7) days of receiving an application. City staff will review the application and will issue a written notice within thirty (30) days if an application is deemed incomplete or inaccurate. The applicant may submit a revised application. If an application is deemed complete and accurate by City staff, it will be scheduled for consideration by the Parks and Recreation Commission. The Parks and Recreation Commission shall approve an application only if it finds all of the following to be true: 1) Requirements A through D are met, 2) granting Partner status to the applicant will not overly burden the fields, and 3) granting Partner status will not negatively impact the field usage of existing Partners. The decision of the Parks and Recreation Commission shall be final.

Community youth sports organizations obtaining Partner status are considered independent partners of the City in the delivery of recreational sports programs. The City assumes no jurisdiction over the administration, operation, and planning of group activities. The City expects each Partner to conduct its business in a professional manner. This includes posting of meeting notices, taking meeting minutes,

making financial reports available to the membership, and keeping its membership well-informed of activities and board decisions.

The following requirements must be met for an organization to be considered for and to maintain Partner status:

- A. Partner groups must provide **recreational play** that is substantially different in nature from existing programs of the Parks and Recreation Department and approved Partners. Characteristics such as variations in equipment, team size, field size, and playing dates do not constitute substantial differences in the nature of a sport. A single team cannot qualify as a Partner when its league cannot.
- B. Partner groups must have an affiliation with a **state or national sports governing body**. Those state and national bodies must have governance over the Partner. This includes all requirements for training (per each league's manual), equipment safety, playing technique safety, financial oversight, and background checks. Background checks must be conducted for coaches, managers, team parents, umpires/referees, board members and anyone on the field with the players. Photo ID cards are encouraged for coaches at all interactions with players. Partner groups must show proof of background checks each season.
- C. Partner groups must be a Fullerton tax-exempt, non-profit 501(c)(3) youth sports organization (incorporated and based in Fullerton). The following documents are required to show proof:
 - A copy of the organization's Articles of Incorporation and Bylaws.
 - A copy of the IRS application, supporting documents, and the IRS determination letter.
 - A copy of the organization's current financial statements and filed tax forms (IRS Form 990 or 990EX, CA 199).
 - Board of Directors' names, addresses, and phone numbers; board meeting dates, times, and locations; board election dates and terms of office.

A Partner group's governing board, recreational coaches, and their family members must be volunteers, cannot be compensated in any way, and must comply with the organization's conflict of interest policy.

All Partner groups must comply with the City's standard insurance requirements which include a certificate of insurance and two endorsements - 1) Additional insured, and 2) Primary and non-contributory. (*See Standard Insurance Requirements (Part 9)*)

The City must be named as an additional insured for all permits. If school district property is being used, the Fullerton School District must be named as additional insured. If the Fullerton Sports Complex is being used, the US Army Corps of Engineers must be named as additional insured.

- D. The resident percentage for Partner groups must be a minimum of **80%**. An organization will be required to provide the most current league roster with addresses and phone numbers of each player to verify the percentage.

Note: If a Partner group's residency rate falls under 80% for two consecutive permitting periods, it will pay fees equivalent to group 2 in the *Parks and Recreation Department Policy*

Statement and Fee Schedule. If the group does not regain a residency percentage of 80% in the following permitting period, it will be treated as a rental group and pay fees equivalent to group 3.

Additionally, Partner groups must survey participants annually and report results to City. Failure to maintain satisfaction of all requirements may result in the revocation of Partner status.

Fullerton Competitive (Non-Recreational) Group – 2nd Priority

A Fullerton Competitive group must be a Fullerton tax-exempt, non-profit 501(c)(3) youth sports organization (incorporated and based in Fullerton) with a state or national sports governing body, and a resident percentage equaling 55% or more with Fullerton residents. All Competitive groups must submit current participant and team information by the seasonal deadline in order to be considered for a field allocation. This includes details by team (age group, division, coach, number of residents and number of non-residents). In the event an organization has not completed the selection process for one or more teams, the organization must provide a partial roster.

Competitive groups may not include teams below the U8 age group.

If there are conflicting requests, fields may be allocated based on verifiable Fullerton residency percentage.

Rental Group – 3rd Priority

Rental groups do not meet the standards listed above for Partner and Fullerton Competitive groups. These groups get third priority for field allocation. Rental groups are limited in the number of reservations they can make. See Section V. Field Allocation Process for rental group allocation procedures.

New Section/Divisions of Play

When a current Partner is considering a new section/division, for example, a new age category or level of play, it must be for recreational play and the impact on the field space and the other Partners that share City fields must be determined. It must meet all Partner requirements.

Partner leagues forming a new section/division must submit a request to the Parks and Recreation Department at least one (1) year prior to the estimated starting date of the new division. **Submittal of an application does not guarantee that an organization will be allocated fields.** The application must include all information required to apply for Partner status plus:

- *Field Request Form* (Partner Groups) for use of City and FSD fields.
- Explanation of why the new division is necessary.
- Description of the impact on field space. For example, how much time and space is required to start and what is the long-term plan for expansion of the division.

An organization choosing to expand its league with a new section/division must submit information and documentation that shows the new section/division is part of the same non-profit number, has the same insurance carrier, and is governed by the same Board, Articles of Incorporation, and Bylaws.

Failure to notify the Parks and Recreation Department of changes in an organization could result in forfeiture of fields or revocation of Partner status.

If approved, a new division may be given a lower priority than existing leagues in order to maintain adequate field rest and renovation periods. The Parks and Recreation Department may deny a new division based on field availability, conditions, and other related factors.

A change in an organization's name, parent or affiliated national, state, regional or local organization (provided the former organization's name is not also being used), may not render it a new organization. The Parks and Recreation Department must be notified of any proposed changes. If the organization provides information and documentation that demonstrate only a name change and not a change to the structure of the organization, then the organization shall not be considered a new organization.

IV. Field Permit Application Process

Requests to use City and FSD athletic fields are made through the City of Fullerton Parks and Recreation Department located at Fullerton City Hall, 303 W. Commonwealth Avenue, Fullerton, (714) 738-2879. A request for field use does not constitute approval. A \$100 deposit is required with application.

Application Deadlines for **Partner and Fullerton Competitive Groups**:

SPRING DEADLINE Due by November 15 for the season from January 15 through June 30

FALL DEADLINE Due by May 15 for the season from July 1 through January 15

Partner groups are required to complete, sign, and submit the following documents (available in the Parks and Recreation Department and online at www.cityoffullerton.com/parks) by the deadlines listed above:

- *Field Request Form (Partner and Fullerton Competitive Groups must submit separate forms)*
- *Athletic Field Use Rules and Regulations*
- *Proof of Insurance based on the Standard Insurance Requirements – Part 9*
- *Hold Harmless and Indemnity Agreement*
- *Board of Directors Information Sheet*
- *IRS 990 or 990EX and CA 199 and financial statements on an annual basis.*

Rental groups that submit field requests by the deadlines above will be considered in the seasonal rental group allocation process. Rental field requests will be allocated as fields are available after Partner and Fullerton Competitive groups receive their permits.

Rental groups must complete, sign, and submit the following documents (available in the Parks and Recreation Department and online at www.cityoffullerton.com/parks):

- *Field Request Form (Rental Groups)*

- *Athletic Field Use Rules and Regulations*
- Proof of Insurance based on the *Standard Insurance Requirements – Part 9* (For games only)
- Rosters – may be used to apportion space based on verifiable Fullerton residency percentage.

Any group of twenty-five (25) or more is required to obtain a facility use permit prior to using any field. However, organized groups or teams of any size must obtain a permit for field use. At Lions Field, groups of ten (10) people or more are required to obtain a facility use permit.

No individual, group, or business may operate a private business (including outdoor classes) on public park property without a permit issued by the Director of Parks and Recreation. This also includes operating businesses where no money is exchanged for service.

V. Field Allocation Process

Partner Groups

- Partner groups must turn in their field requests on time to participate in the first priority allocation process. Increases in field requests are only considered if the league has not added new sections/divisions or materially altered its sports program. Increases due to the development of new sections/divisions of play (new age groups, new styles of play, and new alliances with outside programs) and absorption of players from disbanded leagues - often from neighboring cities - will not be accepted in the seasonal *Field Request Form*. These increases are to be proposed according to the “New Divisions of Play” requirements on page 6 of this policy.
- Seasonal priority will be given to traditional primary season sports over secondary season sports. Spring season is primary for baseball, softball, and rugby. Fall season is primary for football and soccer. Fields used for games will be given priority over fields used for practice. Off-season play (between seasons) will be reviewed after allocations are granted for all other Partner primary season requests.
- Under a Partner’s field permit at least one Fullerton partner team must be on the field at all times. Only during a tournament/playoffs may two non-Fullerton teams use a field under a Partner’s permit.
- When there is a conflict for field space, the groups will be given the opportunity to resolve the conflict at the semi-annual Sports Field Users Group meeting. If an agreement cannot be reached, fields will be allocated by staff.
- Partner groups must attend the semi-annual Sports Field User Group meeting where spring and fall season fields are allocated. Partner groups with competitive divisions must send only recreational representatives to the Sports Field User Group meetings.

Fullerton Competitive Groups

- Seasonal priority will be given to traditional primary season sports over secondary season sports. Spring season is primary for baseball, softball, and rugby. Fall season is primary for football and

soccer. Fields used for games will be given priority over fields used for practice. Off-season play (between seasons) will be reviewed after allocations are granted for all other Fullerton Competitive primary season requests.

- Under a Fullerton Competitive field permit at least one Fullerton Competitive team must be on the field at all times. Only during a tournament/playoffs may two non-Fullerton teams use a field under a Fullerton Competitive group's permit. Fullerton Competitive groups will be allocated fields after Partners are fully allocated.
- If there are conflicting requests, fields may be allocated based on verifiable Fullerton residency percentage and an allocation meeting may be held to work out the conflicts.

Rental Groups

- Rental groups will be allocated fields after Partner and Fullerton Competitive groups are fully allocated.
- Rental groups may reserve a field up to three (3) months at a time, if space is available and use will not overly burden the fields or negatively impact the field usage of current Partners and Fullerton Competitive groups.
- If there are conflicting requests, fields may be allocated based on verifiable Fullerton residency percentage.

Field Allocation Disclaimer

A field permit will be issued only after all requirements have been met. A request for field use does not constitute approval.

The City reserves the right to cancel or re-assign an allocation to accommodate the needs of any City, FSD sponsored/co-sponsored events, tournaments, or field and facility work and when the health and safety of participants are threatened due to weather conditions (i.e., air quality, high temperatures, rain, lightning, etc.). The City will make a determination or recommendation to close fields as conditions require.

In an effort to provide balanced sports opportunities on athletic fields, the Parks and Recreation Department has the discretion to modify exclusive use at athletic facilities and to make changes to group priorities.

VI. Compliance with Field Use Rules

After receiving a field permit, groups must abide by the following policies to keep the permit in good standing.

Partner and Fullerton Competitive groups are required to

- Provide schedules to show that all of the allocated fields are being utilized.
- Provide rosters to establish the Fullerton residency percentage of the participants.

- Provide background check reports

All groups are required to comply with the policies of this *Athletic Field Use and Allocation Policy*, the *Athletic Field Use Rules and Regulations*, and all applicable laws.

Field Permit Policy Violations

Violations of this policy that occur within one calendar year will be subject to the following disciplinary actions:

First Violation:	Written notice of the violation.
Second Violation:	Written notice of the violation, loss of the \$100 deposit, and suspension of all permits until another \$100 deposit is posted. The Parks and Recreation Commission will be notified.
Third Violation:	Written notice of the violation, loss of the \$100 deposit. Field fees increase one level. Partner fees rise from level 1 to 2 and Fullerton Competitive fees rise from level 3 to 4. The Parks and Recreation Commission will be notified.
Fourth Violation:	Written notice of the violation. Review of the status of Partner or Fullerton Competitive by the Parks and Recreation Commission for loss of privileges or status revocation.

Some violation examples include, but are not limited to:

Category A – Equivalent to two violations

- Subletting - If permitted group #1 allowed non-permitted group #2 to use its field without City approval, this would constitute subletting, which would be a strike against both groups. In addition, if a Partner group's recreation level permit is used by its competitive club level this would constitute subletting, as well.
- Failure to disclose full details of a special event.
- Overuse of a field (placing more players on field than has been approved)

Category B – Equivalent to one violation

- Advertising field use before permit has been approved.
- Using a field that has been closed due to weather or maintenance.
- Using a field at unpermitted time.
- Driving vehicles on fields, school blacktops and sidewalks without written permission on permit.
- Bringing out food trucks without permission.
- Using amplified sound without permission.

Failure to:

- Submit required paperwork on time, including but not limited to, schedules, rosters, financial documents, and insurance.
- Meet a Partner group standard (see pages 5 and 6)
- Meet a Fullerton Competitive group standard (see page 6)
- Return unused allocated fields to the City's inventory.
- Maintain a clean site after use, including litter pickup on fields and in parking lots, and having portable restrooms cleaned regularly.
- Comply with the *Athletic Field Use and Allocation Policy* or *Athletic Field Use Rules and Regulations* or City ordinance.

In the event that a violation causes damage to City or FSD property or loss of field use fees, the organization will be required to reimburse the City or FSD for such damage or loss.

Violations deemed by City to be of a serious nature, such as criminal conduct, will result in immediate termination of permits and field use and will be turned over to the proper authorities.

VII. Fees

The *Policy Statement and Fee Schedule* sets forth the current listing of facilities and fees.

All Fullerton Competitive and Rental group fees must be paid in full when the reservation is made.

Parks and Recreation staff may be required for rental. A per hour staffing fee shall be charged.

Partner groups with continuous monthly usage will be invoiced at the end of each month.

Permits may be cancelled and/or rescheduled. Permits canceled by the City or due to inclement weather may be rescheduled as availability allows or may be refunded in full. Permits cancelled by the group at least ten (10) working days prior to the event will be charged a 10% admin fee. No refunds will be issued if group cancels less than ten (10) working days prior to the event.

VIII. Tournaments

All general rules and reservation procedures as specified in the *Policy Statement and Fee Schedule* are applicable during tournaments.

Additional provisions for tournaments are stated in this section.

Tournament applicants must complete a *Field Request Form*, sign the *Athletic Field Use Rules and Regulations Form* and review the *Tournament Orientation Checklist* with City staff at least six (6) months prior to the tournament date. Forms are available at the Parks and Recreation Department and online. Submission of these forms does not constitute approval. A permit is issued only after deposits and fees are paid. Tournament applicants must receive City approval to sell food, use food trucks or use a snack bar and/or BBQ. This approval must be noted on the use permit.

Tournaments cancelled by the City or due to inclement weather may be rescheduled as availability allows or may be refunded in full. Tournament permits cancelled by the group at least ten (10) working days prior to the event will be charged a 10% admin fee. No refunds will be issued if group cancels less than ten (10) working days prior to the event.

City reserves the right to have a tournament reviewed by other City departments to minimize the impact on neighbors, fields, parking, traffic, etc. Additional fees may be required.

IX. Field Maintenance

Field Rest and Renovation

An annual rest and renovation program is scheduled at all sites to maintain field sustainability. The City attempts to be flexible in accommodating field requests but ultimately, the health and safety of the players and the condition and playability of the fields take priority. This requires the closure of fields and facilities for a number of days deemed necessary by City staff.

Field and Facility Closures

The City of Fullerton reserves the right to cancel or suspend field use permits when field conditions could result in injury to players or cause damage to the fields. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to rain, lightning, air quality, high temperatures, unsafe fields, and maintenance issues.

Inclement Weather Guidelines

During inclement weather, City staff will assess the playability of all City and FSD fields to determine if use will occur. The Parks and Recreation Director or designated representative shall have the authority to close any/all City and FSD fields.

A field status update will be posted on the Parks and Recreation web site by noon on weekdays and by 8 a.m. on the weekends, if any fields are closed.

Failure to follow these guidelines will result in suspension or cancellation of existing permit(s) and/or loss of rental/allocation privileges and/or a strike against the organization.

Turf Preservation

Cooperation from groups is required to preserve City and FSD fields by following these guidelines:

- Fields may not be used during or after a heavy rain, or when fields are wet or muddy.

- Field use must be rotated in order to reduce excessive turf damage in one area. For example, practices in heavy traffic areas (goal boxes, center circles, pitching areas, etc.) must be limited.
- Field occupancy may not exceed the approved number of players.
- Only softball and baseball practices may be held on the infield area of a softball or baseball diamond.
- All equipment must be removed or locked up at the end of each day.
- No vehicles are allowed on City and FSD fields or property, other than parking lots, without written permission on the permit.
- Report hazards and immediate emergencies (broken water lines, leaking sprinkler heads, etc.) to Public Works at 714-738-6897. When calling, identify yourself, your location (park/school), and the specific nature of the situation so that staff can bring the appropriate repair equipment. After hours, call the Police Department at 714-738-6710 to dispatch the on-call staff to respond to the emergency.

Athletic Field Lining

- Lining of fields on City and FSD fields is prohibited without City approval. Line colors must be approved by City.
- Burning lines on City and FSD fields is prohibited.

Field Modifications

Requests to modify, resize, or make improvements to a City or FSD field shall be submitted with conceptual drawings to the City (Parks and Recreation Department) and will be reviewed and approved by the appropriate and corresponding departments. Modification requests on fields being used by multiple Partner groups must be agreed by all organizations before request is made. Any permanent field modifications or improvements shall become the property of the City of Fullerton.

X. Other Information

Concessions and Vendors

All groups must receive City approval for all concession operations and have permission noted on their field use permit. Only Partner groups with permanent snack bar facilities may sell concessions on a regular basis. All other groups may only provide concessions at tournaments or special occasions.

Partner groups operating concessions are considered first party vendors. A business license is not required for first party vendors; however food sales must meet Orange County Health Department codes and requirements. Insurance requirements must be met as a condition of field use. First party vendors are highly encouraged to attend a food handling class.

Commercial food providers (food trucks, carts, etc.) are considered second party vendors. Second party vendors must have an Orange County Health Department Permit and a seller's permit. Vendor information, must be submitted to the City no later than two weeks prior to the event.

Barbecue Use

Groups wanting to use a barbecue must receive City approval on their use permit and may require a fire permit. Only portable propane barbecues may be used. All groups selling or preparing food must comply with all Orange County Health Code food handling regulations.

Barbecues are not allowed:

- Within twenty-five feet (25') of any sports field, courts, playground or City building entrance.
- Within ten feet (10') of any walkway.
- Within parking lots or public rights-of-way.

Parking

Groups must always maintain safe parking and circulation practices for their events. Should parking become an issue during permitted time, the group must provide the proper resources to direct participants and spectators to designated parking areas. It is the group's responsibility to alleviate parking issues. No vehicles are allowed along red curbs, on City or FSD fields or property (other than parking lots) without written permission noted on the field use permit.

No programs are allowed on any parking lot without a review and approval by City staff. Important safety concerns must be adhered to in order to use a parking area for programming, i.e. trunk or treat, equipment distribution, etc.

Restrooms at FSD Sites

FSD restrooms are not available for use without a separate fee permit issued by FSD. Portable restrooms are allowed on school property only with a location map and the written approval from FSD and City.

Banners/Signage/Advertisement

A Partner group can have sponsorship banners from supporting businesses to defray the costs of operating the league. The advertisement shall be directed toward the sports viewing audience and not to the passersby on roadways. Since each sports field is designed differently, the banner direction may not always be obvious. Banners are generally removed after the games are over. The exception to this rule is the home field sponsorship banner. This applies to baseball and softball facilities with temporary homerun fencing. A homerun fence banner can remain up throughout the season, although some leagues may take them down after games. All signage must comply with Fullerton Municipal Code chapter 15.49, Sign Standards and Regulation.

The City provides three park banner frame locations to post 2' by 6' banners. An application and nominal fee is required to reserve a spot on one of the 18 banner display slots. A separate Banner Policy is available in the Parks and Recreation Department. *Banner Permit Request Forms* are also available in the Parks and Recreation Department and online.

Portable Lights

Private portable lights are prohibited in park and school without City and/or FSD approval.

XI. Field Use Code of Conduct

The City of Fullerton places great value on providing outdoor field space for recreational use. It is expected that all groups display positive sportsmanship and respectable conduct. All groups are required to comply with the following code of conduct. Failure to comply will result in a strike against a group.

- All leadership, coaches, and field users will show respect for the rules of play, authority of officials and City staff, and the opposing team.
- All leadership, coaches and field users will respect and protect the property of the City and the FSD.
- Any form of obscenity or abuse towards participants, staff, spectators, coaches, and/or officials will not be tolerated. Any individual using abusive or foul language will be removed from the field.
- All groups must abide by and observe all rules and regulations which have been established by the City of Fullerton.

EXHIBIT C

PARKS & RECREATION DEPARTMENT'S POLICY STATEMENT AND FEE SCHEDULE

Effective: July 1, 2022 – June 30, 2023



EXHIBIT C
FULLERTON SCHOOL DISTRICT & CITY OF FULLERTON
JOINT USE AGREEMENT

Parks and Recreation Department Policy Statement and Fee Schedule

Fiscal Year 2022-23

Exhibit B
CITY OF FULLERTON
PARKS AND RECREATION DEPARTMENT

2022-23

POLICY STATEMENT, RULES, REGULATIONS, AND FEE SCHEDULE
REGULATING THE USE OF CERTAIN PARKS AND RECREATION
FACILITIES, ALL PARKS, AND ALL ATHLETIC PLAY FIELDS

This policy statement and fee schedule pertains to the structures at Chapman, Hillcrest, Independence, and Lemon parks; athletic play fields; and other outdoor park uses (except facilities noted in Exhibits C, D, E, and G).

I. General Use

The facilities listed above, all parks, and athletic play fields under the control of the Fullerton Parks and Recreation Department will be made available to the general public (including individuals, groups, and organizations) for the purpose of providing a setting for cultural, social, recreational, human services, sports, leisure-time activities, and programs in the City of Fullerton. The City may charge a fee to offset maintenance, utilities, supervision, equipment use, and administrative expenses due to the use of these facilities, parks and play fields.

Groups of 25 people or more are required to obtain a facility use permit prior to using any City park. No individual, group or business may run a private business (including outdoor classes) on public park property without a permit issued by the Director of Parks and Recreation.

II. General Administration

A. Any activity held at a City facility will be conducted according to all laws and will conform to the written regulations of the City of Fullerton and the Parks and Recreation Department as described in this document under section IV. Rules and Regulations.

B. Any group violating the regulations and conditions governing the use of the facilities shall be subject to immediate revocation of facility use privileges and all fees and deposits previously paid will be retained by the City.

C. When groups, organizations, or individuals desire to use the City property on an ongoing basis, such use shall be subject to City Council approval and will be handled through a separate facility use agreement. Athletic field users must follow the guidelines in "Athletic Field Use and Allocation Policy."

III. Facility Reservations

A. Reservations for use of parks - except weddings - must be made at least 2 weeks in advance. A \$10 late filing fee will be charged for reservations made less than 2 weeks in advance, with Parks & Recreation Supervisor approval. All fees are due 30 days prior to the event. Reservations for park facilities require a deposit equal to 50% of the rental fees, due at the time the reservation is made. All remaining non-refundable park fees and refundable deposits and insurance fees are due thirty (30) days prior to the event. Failure to pay in full will result in the cancellation of the reservation. Reservations made after thirty (30) days prior to the event will owe all non-refundable and refundable deposits at the time the reservation is made. Reservations are confirmed when the final payments are collected and approved.

B. If a park rental is cancelled at least 30 days prior to the date, all fees and deposits will be refunded minus a \$10 cancellation processing fee. If park rental group fails to cancel the event prior to 30 days before the event, only the refundable security deposit will be returned. The City may waive cancellation processing fees due to inclement weather or other circumstances that are beyond the control of the permit holder, and is up to the discretion of the Parks and Recreation Director

C. Park reservations for picnic areas and shelters are not available on the day of a holiday. These areas are available on a first-come, first-serve basis. This policy applies to the following holidays: New Year's Eve, New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

D. No reservation is firm until an official permit is completed, signed and all fees and deposits are paid in full.

E. The application for reservations shall constitute a contract between the user and the City and will include, in inference, all terms and conditions of these regulations. All applications must be signed by a responsible adult 18 years or older (or 21 years of age when use of alcohol is requested), the president, or other official representative so designated by the board of the requesting organization. At events conducted one-time only, the person signing the application must be present at the event and have the approved application on his/her person. Approved applications are nontransferable to other groups, facilities, dates, or times.

F. The privilege of using any facility will not be granted for a period exceeding one year.

G. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. A maximum of five (5) days per month may be reserved by any one group unless for department and/or department co-sponsored groups.

H. No group, organization or individual shall be allowed to reserve a facility for more than 4 consecutive weeks on 1 specific weekday (i.e., 4 Mondays, etc.), or for more than 4 consecutive months on 1 specific weekday (i.e. the first Monday of every month). Athletic groups governed under the "Athletic Field Use and Allocation Policy" may be able to reserve a field up to three (3) months at a time, if space is available and use will not overly burden the fields or negatively impact the field usage of current Partners or Fullerton Competitive groups.

I. Youth group reservations must be completed by an adult sponsor. For every 15 minors using a given facility, at least 1 adult chaperon must be present. The names of the chaperons shall be furnished to the Parks and Recreation Department 48 hours prior to the use of the facility.

J. All facility rental fees will include one-half hour before and one-half hour after the stated reservation times for setup and take-down purposes. The user will be responsible for setting up equipment, decorating, and cleaning the facility after use, which includes returning equipment to its customary location. If additional setup or take-down time is required by staff, it shall be added to the rental fee.

K. At some facilities, the renter may use the facility's existing supply of tables and chairs for a fee. If additional tables and chairs are needed beyond those available at the facility, they may be made available for an additional per hour staff fee based on the amount of time and number of staff required to move the chairs.

L. A refundable cleaning and security deposit shall be required for park facility building and pavilion rentals and are due 30 days prior to the event. This cleaning and security deposit is refundable only under the following conditions:

1. The facility is left in satisfactory condition as determined by the Director of Parks and Recreation or his/her designated representative.
2. No City property is missing or damaged.
3. The facility is properly locked and secured after its use.
4. All necessary keys are returned to the Parks and Recreation Department within three (3) days after use of the facility. For weekend rentals, the

key must be picked up on the Friday prior to the event date, and returned by the following Tuesday. Cash ONLY Key deposit: \$50.

M. If the facility is to be used beyond normal operating hours, the group will be charged additional hourly staff fees. No use of facilities shall extend beyond 12 midnight.

N. The Parks and Recreation Department reserves the right at any time to refuse use of any facility to any group or individual who has violated any of the conditions, rules, or regulations governing the use of the facilities. Furthermore, reservations may be revoked whenever use of the facility may interfere with any emergency requirements of the City, such as urgent maintenance or construction required to meet public health and safety standards or when a facility is needed for any emergency or disaster related purpose declared by City.

IV. Rules and Regulations

A. Proposed use of facilities or events shall not interfere with the public enjoyment of the park; deter from the health, safety, moral welfare, or recreation of the general public; cause unusual or extraordinary expense to the City; nor draw crowds in excess of the capacity of the facilities. Groups and individuals using the facilities shall abide by all laws and regulations, including fire and safety regulations and Municipal Code restrictions, pertaining to the use of facilities. Any group violating the regulations and conditions governing the use of the facilities shall be subject to immediate revocation of facility use privileges, and all fees and deposits previously paid will be retained by the City.

B. Applicants shall obtain licensed or sworn security officers and require two staff persons for the following events:

1. All events with 250 people or more where alcohol is served.
2. Outdoor events with 500 people or more.

C. Groups or individuals using a facility are responsible to pay for any damage to or loss of City property connected with such use. Neither the City nor the Parks and Recreation Department shall be responsible for the loss, damage, or theft of equipment or articles owned by the user or user's guests.

D. The following actions are prohibited at all Parks and Recreation facilities including parks and play fields:

1. Possession and/or consumption of alcoholic beverages (except as stated in Section VII. Alcohol Use Policy in this exhibit), drugs, or narcotics.
2. Drinks served in glass bottles.
3. Smoking inside any facility, within 20 feet of the facility entrance/or within 25 feet of a playground, on all trails and at Laguna Lake.
4. Storage of private property in any public facility.
5. Use of any building or park facility as a mailing address.
6. Charging admission to any facility, unless approved by the Director of Parks and Recreation or his/her designated representative.
7. Use of any building or park facility to conduct private business without an authorized permit or contract from the Parks and Recreation Department.
8. Unauthorized vehicle traffic, outside of designated parking areas.
9. Decorations which are taped, nailed, or otherwise attached to walls or ceilings (all decorations must be fireproofed).
10. No amplification except upon prior approval of the Director of Parks and Recreation.
11. No signs or advertising except upon prior approval of the Director of Parks and Recreation.
12. No canopies, in excess of 400 square feet, except upon prior approval of the Director of Parks and Recreation and issuance of a fire permit from the Fire Department.
13. No candles or any other form of open flame except upon prior approval of the Director of Parks and Recreation and issuance of a fire permit from the Fire Department.
14. No additional tables and chairs that will exceed the capacity of the facility being reserved.

E. All individuals and groups using kitchen facilities shall supply their own serving and cooking supplies. Food and refreshments will be permitted only in designated areas of each facility.

F. The City employee in charge of any facility is authorized to enter any room at any time in the performance of his/her duties. In the use of any facility, individuals and groups shall be subject to the direction of the City employee in charge of the facility.

G. The Director of Parks and Recreation may make decisions regarding facility usage and policies for Parks and Recreation related facilities and programs.

H. Any appeals or protestations of any stated rules shall be made in writing to the City Council within 10 days after receiving written notification of application refusal or revocation of facility use privileges.

V. Bounce House Policy

Use of a bounce house is only allowed with reservation of a park site. Users must obtain a Park Permit for the use of the park. Bounce Houses are only permitted in certain parks and in specific areas in the park. The list of permitted parks is on file in the Parks and Recreation Department at the Fullerton Community Center. An additional non-refundable fee of \$40 plus a \$100 refundable security deposit is charged for bounce houses.

A. The park user is responsible for all damage caused by his/her use of the park or the bounce house. Damage to City property may result in the loss of the deposit.

B. Bounce houses must be rented from a company that has an approved copy of their liability insurance policy on file with the City and has agreed to comply with City rules as noted below:

1. Bounce house users will be responsible for providing a generator for inflation of the bounce house. The generator will be one noted as "quiet" and not generate noise in excess of City standards. The generator shall be placed a safe distance from the bounce house.
2. Bounce houses must be free standing and weighted. Stakes are strictly prohibited.
3. Bounce houses must be placed in a safe area away from private residences and may not impede on other City permitted activities including, but not limited to, athletic field use.
4. Bounce houses are not allowed in City parks overnight.
5. The City is not responsible for any damage to the bounce house.

VI. Use of Amplified Music Policy

The City of Fullerton will allow amplification only under controlled circumstances and at certain facility locations. The use of amplified music is limited to specific areas designated in advance. The following rules will be strictly enforced:

- A. Amplified music may be used only with advance written permission from the Director of Parks and Recreation and must be requested at the time the park use application is made.
- B. Music must be kept at a reasonable volume as determined by City staff.
- C. Depending on the type of activity, a deposit and a per hour staff fee may be required. Failure to comply with any of the above rules will result in forfeiture of deposit.
- D. User will be held responsible for any damages resulting from user's function and shall incur all costs of damages to equipment or the facility.

VII. Alcohol Use Policy

The City of Fullerton will allow the use of alcohol at the Hillcrest Terrace and/or Recreation Building only under controlled circumstances. The use of alcohol is intended for private groups renting the facility. Alcoholic beverages are not allowed to be brought to the Terrace or Recreation Building, except as allowed under the following regulations, which will be strictly enforced:

- A. The use of alcoholic beverages will be permitted by written permission only and must be requested at the time the facility use application is made.
- B. The service of alcohol is limited to a maximum of four (4) hours and must be served by a caterer or certified bartender.
- C. Additional non-refundable fees for serving alcoholic beverages are as follows: a \$150 alcohol use fee, an insurance fee (premium determined by Risk Management), a security officer fee, and a \$500 refundable deposit.
- D. Any function where alcohol is to be served requires a minimum of one licensed or sworn security officer.
- E. Permittee will be held responsible for any damages resulting from a function and shall incur all costs of damages to equipment or the facility.

F. Permittee will remove all beverage containers, empty or full, from the premises immediately following the approved function. Failure to comply will result in forfeiture of deposit.

G. Permittee is responsible for obtaining all necessary State of California beverage control licenses to allow the legal service and sale of alcoholic beverages.

VIII. Insurance and Security Requirements

- A. Appropriate insurance will be required of facility users, at time of reservation, in conformance with current requirements established by the City of Fullerton Risk Management Division.
- B. Specifically at dances but at other occasions as well, if the Director of Parks and Recreation or the Chief of Police consider it necessary, the assignment of one or more licensed or sworn security officers may be required. The cost of any security officers and/or the cost of the City providing other personnel necessary to the occurrence of the event shall be borne by the group or individual sponsoring the activity.
- C. The requesting agency or person shall procure and maintain general liability insurance in a minimum amount of \$1 million per occurrence. Such insurance shall indemnify the City of Fullerton and its officers, officials, agents, and employees against and will hold the same harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities which may be asserted or claimed by any person, firm, entity, corporation, or other organization arising out of or in connection with the use of City facilities by said requesting agency or person, except those occurrences arising from the sole negligence or willful misconduct of the City of Fullerton, its officers, officials, agents, or employees. Primary and non-contributory insurance endorsements are required as well.

IX. Park Picnic Areas, Pavilions & Buildings

- A. Qualifying User Groups in Descending Order of Priority
City Council, City departments, other county, state, federal, and municipal governments that conduct activities may be charged a use fee, a fee for lights, and may be charged for staff time which shall be determined on a case-by-case basis by the Director of Parks and Recreation.

Group 1 – Fullerton public elementary and junior high schools.

Group 2 – Fullerton: residents, nonprofit organizations, public high schools, and government agencies requesting the facility for approved events. Verification of a 501(c)(3) Federal non-profit status required.

Group 3 –Fullerton-based: commercial businesses, private schools and other Fullerton-based organizations not listed in Group 1 requesting the facility for approved events. Non-Fullerton-based nonprofit organizations, public school districts, and government agencies. Verification of a 501(c)(3) Federal non-profit status required.

Group 4 – Non-Fullerton-based individuals, commercial businesses, and all other groups requesting the facility for approved events.

B. Park Picnic Area Fee Schedule for Qualifying User Groups

Capacity	Group 1	Group 2	Group 3	Group 4
50 or Less	\$0	\$15	\$25	\$30
51 or More	\$0	\$20	\$30	\$40

C. Outdoor Park Venues, Park Pavilions and Park Facility Fee Schedule for Qualifying User Groups

Fees for Outdoor Park Venues				
Location	Groups 1 & 2	Group 3	Group 4	Capacity
Pavilions				
Adlena Pavilion	\$40/hr	\$50/hr	\$60/hr	70
Hillcrest Pavilion	\$40/hr	\$50/hr	\$60/hr	50
Lemon Pavilion	\$40/hr	\$50/hr	\$60/hr	50
Richman Pavilion	\$25/hr	\$35/hr	\$45/hr	50
Park Ceremony Sites				
Hillcrest Park Reservoir	\$60/hr	\$70/hr	\$80/hr	125
Mountain View Park	\$60/hr	\$70/hr	\$80/hr	30
Facilities may be reserved from 10am - Sunset. Refundable damage deposits are required for each facility.				

Fees for Park Facility Reservations					
Location	Groups 1,2	Group 3	Group 4	Capacity	Deposit
Park Buildings					
Chapman Building	\$40/hr	\$50/hr	\$60/hr	50	\$100
Hillcrest Recreation Downstairs	\$25/hr	\$35/hr	\$45/hr	48	\$100
Hillcrest Recreation Upstairs	\$25/hr	\$35/hr	\$45/hr	200 (Standing)	\$100
Red Cross Building	\$40/hr	\$50/hr	\$60/hr	50	\$100
Orangethorpe Building *	\$40/hr	\$50/hr	\$60/hr	40	\$100
Independence Park Gym					
Independence Gym *	\$55/hr	\$60/hr	\$72/hr	460 (Standing)	\$50
Independence North Room *	\$25/hr	\$35/hr	\$45/hr	100	\$100
Facilities may be reserved from 10am - 8pm. Reservations require a rental minimum of 3 hours and a maximum of 6 hours. Refundable damage deposits are required for each facility. Some facilities are equipped with kitchenettes and tables/chairs. *Sites require Parks & Recreation staff at \$25/hr for rentals outside of regular operating hours.					
Location	Groups 1,2	Group 2	Group 3	Capacity	Deposit
Izaak Walton Cabin**	\$40/hr	\$50/hr	\$60/hr	135	\$100
**Facility may be reserved from 10am - 10pm. Reservations require a rental minimum of 4 hours and a maximum of 6 hours. Reservations with more than a 100 person guest count or that occur after sunset, will be required to add on a security guard for a minimum of 5 hours at \$30/hr. Kitchen Rental \$20. Tables/Chairs Rental \$30. Additional refundable music deposit \$250 collected for events with amplified music.					

X. Athletic Fields

A. Qualifying User Groups in Descending Order of Priority

City Council, City departments, other county, state, federal and municipal governments that conduct activities may be charged a use fee and may be charged for staff time which shall be determined on a case-by-case basis by the Director of Parks and Recreation.

Group 1 – Fullerton-based^{1,2}; Partner youth sports organizations³ permitting athletic field events which are open to the general public, public elementary and junior high schools. Non fund-raising events only.

Group 2 - Fullerton-based^{1,2}: public high schools. Non fund-raising events only.

Group 3 - Fullerton residents¹, Fullerton Competitive Non-Recreational youth sports organizations³ permitting athletic field events which are open to the general public, and, community colleges and public universities. Non fund-raising events only.

Group 4 – Fullerton-based^{1,2}: private schools, commercial, political and religious group events that are not profit-oriented and Groups 1 and 2 conducting fund-raising events.

Group 5 – All non-Fullerton residents, all non-Fullerton groups and Groups 3 and 4 conducting fund-raising events.

¹Applicants will be required to submit proof of qualifying residency. A temporary driver's license will not be accepted for this purpose unless accompanied by other proof of residency.

²Verification of a 501(c)(3) Federal non-profit status. An organization will be considered a Fullerton-based organization if is incorporated in Fullerton and its membership includes 80 percent residents from Fullerton.

³Youth Sports Organizations as defined in the "Athletic Field Use and Allocation Policy Policy."

⁴Competition-based athletic organizations are considered rental groups as defined in the "Athletic Field Use and Allocation Policy" and teach advanced and specialized skills and travel outside the City to play other advanced teams. Playing time is based on skill level and is not guaranteed.

B. Athletics Fields Reservation Fee Schedule for Qualifying User Groups

1. Parks and Athletic Fields (except Bastanchury, Duane Winters, Lions, and Fullerton Sports Complex fields) hourly rates per field:

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Fields	\$2	\$7	\$17	\$22	\$35
Lights		\$17	\$17	\$22	\$27
Security Deposit ⁵				\$150	\$150

2. Bastanchury and Fullerton Sports Complex fields hourly rates per field:

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Field	\$3	\$12	\$23	\$30	\$40
Lights		\$22	\$22	\$27	\$33
Security Deposit ⁵				\$150	\$150

3. Duane Winters field hourly rates per field:

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Field	\$3	\$21	\$32	\$40	\$50
Lights	At Cost	\$25	\$25	\$30	\$36
Security Deposit ⁵				\$150	\$150

4. Lions Field (Synthetic Turf Fields) hourly rates per field:

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Field	\$3	\$21	\$32	\$40	\$50
Lights	At Cost	\$22	\$22	\$27	\$33
Security Deposit ⁵		\$150	\$150	\$150	\$300

⁵Security deposit is a flat fee and refundable if the facility is left in good condition.

C. Schedules and Applications - All individuals, groups, and organizations not sponsored by the City shall submit an application for a permit to use the athletic fields with the Parks and Recreation Department. Use and schedule of dates and times for games and/or practices must be submitted with the application. The application must be submitted at least two weeks in advance of intended use.

D. Payment of Fees - All fees for filing applications and for use of lights must be paid at the time the reservation is made and will not be refunded unless applicants give one week prior written notification of cancellation or change of date request to the Parks and Recreation Department.

E. Parks and Recreation staff may be required on premises for groups or individuals reserving parks and fields. A per hour staffing fee shall be charged. No use shall exceed 12 hours.

F. Users of the athletic fields and Sports Complex must adhere to the rules stated in the "Policies and Procedures for Using the Sports Complex."

XI. Tournament Scheduling and Fees

A. Tournament shall be defined as any use of athletic play fields for more than 4 hours, but less than 3 consecutive days in which one or more leagues or organizations are playing. Tournaments over 3 consecutive days require previous approval by the Director of Parks and Recreation. These scheduling policies and fees shall pertain to all individuals and groups scheduling athletic play fields for tournament use. Tournaments must be scheduled at least two months in advance.

B. An hourly scheduling fee, equivalent to the hourly fee listed in Section X. of this Exhibit, will be charged per field at the Group 4 level for Groups

1, 2, 3 and 4 and at the Group 5 level for all others. This fee covers tournaments lasting more than 4 hours but less than 3 consecutive days. It does not include lights, field preparation, bases, goals, or staff. Partner youth sports organizations will be charged a fee of \$15 per hour per field. The Tournament fee is due at the time of scheduling.

1. Light Fees are listed in Section X. of this Exhibit.

2. Infield preparation (dragging and lining) fee is \$70 per hour. May only be completed one time per day. This option must be requested at least 2 weeks in advance.

3. Field turf painting fee is \$300. This option must be requested at least 2 weeks in advance.

4. Use of bases fee is \$10 per day per field

C. Tournaments for adult leagues or groups require review and previous approval by the Director of Parks and Recreation.

XII. Special Facilities

A. Brea Dam Park

1. Overnight Camping and Sales Fee - Individuals and groups utilizing the camping facilities in the Brea Dam basin shall be charged \$75 for the block time period between 3 p.m. and 10 a.m. the next day. A \$150 security deposit will be charged for multiple day permits. Permits do not confer exclusive use of park.

2. Fire Ring Permit - An Open Burning permit and a 225-foot garden hose or fire extinguisher are needed to use the fire rings. A \$40 deposit is required for the quick coupler hose bib. The Open Burning permit (# 5171) is issued by the Fire Department. Renter must visit the Fire Department in person to obtain the permit.

3. Brea Dam picnic area can be reserved on an hourly basis per Section IX. B. on page 11.

B. Hillcrest Park

1. Vehicle Entrance Charge - A charge may be made for each motor vehicle entering Hillcrest Park on Saturdays, Sundays, holidays (except Easter, Thanksgiving, and Christmas), and at special events provided the weather is compatible to the use of the park as determined by the Director of Parks and Recreation.

2. Extended Use - Fees for individuals or groups using the park for extended use more than 1 day shall be determined on a case-by-case basis and will be charged a minimum fee of \$200 per day plus a refundable security deposit to be determined by the Director of Parks and Recreation.

C. Laguna Lake Equestrian Center

Groups of 25 or more persons and/or 5 or more horses must have a permit approved by Fullerton Recreational Riders and the CITY to use the property.

1. Schedules and Applications - All individuals, groups, and organizations not sponsored by the City or the Fullerton Recreational Riders shall submit an application for a permit to use the Laguna Lake Equestrian Center with the Fullerton Recreational Riders. Use and schedule of dates and times for event must be submitted with the application. The application must be submitted at least two weeks in advance of intended use.

2. Fees

\$5 per animal (non-refundable)
\$500 Refundable Deposit

XIII. Hillcrest Terrace Policies, Fees and Schedule

A. Policies

All events at the Hillcrest Terrace must end by 10:00 pm (6:00 pm on Sunday) including clean up and break down time. Music must end by 9:00 pm. Very limited announcements using a P.A. system are only allowed with prior approval from the Parks and Recreation Department. Catering, music, tables, chairs, and decorations must be secured by the user. The City of Fullerton will not supply any of the above.

B. Rental Fees and Schedule

Parks and Recreation staff is required for all rentals. A one-hour grace period is provided for set-up and tear down except on Saturdays. Saturday Terrace rentals are block-priced. The choices are either a four-hour early block from 11 a.m. to 3 p.m. or a seven-hour late block from 3 p.m. to 10 p.m. In order to book open dates, hourly fees may be charged (instead of block fees) if a reservation is made within 30 days of event date.

Saturday 11am - 3pm	Saturday 3pm - 10pm	Mon.-Thurs. 8am - 10pm	Friday & Sunday 11am - 6pm
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R: \$500 \$1,050 \$100 / 2 hours \$150 / 2 hours
 NR: \$670 \$1,350 \$120 / 2 hours \$180 / 2 hours

R: Resident NR: Non-Resident

C. Additional Fees and Deposits:

Alcohol Use Fee \$150 (4 hours maximum)
 Alcohol Deposit \$500 (refundable)
 Amplified Music Deposit \$250 (refundable)
 Security Deposit \$200 (refundable)
 Parks and Recreation Staff \$30 per hour
 Security Guards \$35 per hour (for events w/alcohol)

XIV. Film and Show Fees

Media Events: movie and television filming require additional permit from the City's Public Information Office.

A. Motion Film and Still Photography (16+ people) Fees

1. Standard Parks and Athletic Fields

Filming \$450 / day / area
 Prep and Strike \$150 / day / area
 Base Camp \$.06 / sq. ft. day / area
 Staff Fee (if necessary) \$30 / hour

2. Premier Athletic Fields

Filming \$600 / day / field
 Prep and Strike \$200 / day / field
 Staff Fee (if necessary) \$30 / hour

3. Downtown Plaza

Filming, Prep and Strike \$3,700 / day
 \$700 / 4 hours
 \$175 / hour

4. Standard Park Facilities (Not including the gallery at the Fullerton Museum Center)

Filming \$450 / day / area
 Prep and Strike \$150 / day / area

5. Parking Lots

Filming, Prep and Strike \$10 / day / space

Base Camp \$.06 / sq. ft. / day

6. Fullerton Community Center – Filming, Prep and Strike

Monday - Thursday \$1,000 / day / area
 Friday - Sunday \$4,000 / day / area
 Parking Lot* \$15 / space / day

*Parking lot available Monday – Friday only after 3:00 pm and all day Saturday and Sunday

7. Fullerton Golf Course – shoot, prep and strike

Back 9 before 7:00 am or front 9 after last tee time \$1,000
 During closing hours \$2,500
 During open hours, Monday – Wednesday \$5,000
 During open hours, Thursday & Friday \$8,000
 During open hours, Saturday & Sunday \$13,000
 Parking Lot \$15 / space / day

B. Student Photo Fee

\$25 per hour
 \$100 Refundable Deposit

D. Car Rally Show

\$5 per car
 \$750 Refundable Deposit
 \$30 per hour per staff (one staff required per 30 cars)

E. Animal Shows

\$5 per animal
 \$500 Refundable Deposit

XV. Special Events in Parks and Parks and Recreation Facilities

Special events must be scheduled at least three months in advance of the proposed event. A special event permit must be completed and submitted to the Parks and Recreation Department. Fees include a permit issuance fee and rental of the park space or facility. Additional fees for permits and inspections from other departments may be included depending on the amenities in the event.

P&R Permit Issuance < 500 attend \$175
 P&R Permit Issuance > 500 attend \$450
 Staff fee (if necessary) \$30 / hour