



AGENDA

Facilities Committee Meeting
4:30 pm, Wednesday, May 19, 2021

Due to the State of California's shelter in place orders our Advisory Board of Directors Meeting will be held remotely via Zoom Meetings
(The Zoom platform is ADA compliant).

Due to the current closure of the District Office, meeting materials will be available online at MORPD.com.

The public may attend and make a public comment by visiting:

<https://us02web.zoom.us/j/83895785356?pwd=bGRzb1M4K3I3M0RicZJ3UWlyZDd2UT09>

Join Zoom Meeting ID: 838 9578 5356, Passcode: 138416

You may also call in to 1-669-900-9128 US San Jose, (***long distance rates may apply***)

Staff: Daniel Barton, JR Hichborn, Debra Tierney, and Darren Woodland
Committee Members: Robert Evans and Michael Alcalay

****Denotes agenda items with attached information***

1. Review and approve Minutes from the March 3, 2021 Facilities Committee meeting *
2. Eastern Oak Park neighbors' concerns *
3. Acoustic study at Eastern Oak Park *
4. MORPD Park Signage standards *
5. MORPD Park Patrol services *

This agenda was posted and available for public review at the District Office, 3344 Mission Avenue, Carmichael, CA 95608; at Mission Oaks Community Center, 4701 Gibbons Dr., Carmichael, CA 95608; and at Swanston Community Center, 2350 Northrop Way, Sacramento, CA 95825 at least 72 hours in advance of the Facilities Meeting, in accordance with the Ralph M. Brown Act. The agenda is also available online at morpd.com. *Signed May 14, 2021 Debra Tierney, Clerk of the Board.*



**Facilities Committee Meeting
Minutes**

6 pm, Wednesday, March 3, 2021
Via Zoom Meeting ID: 828 8584 7398

Staff Present: **Daniel Barton, J.R. Hichborn, Debra Tierney, Darren Woodland and Riva Ballis**

Committee Members Present: **Robert Evans and Michael Alcalay**

Call to order 6 pm

1. Review and approve Minutes from the February 10, 2021 Facilities Committee meeting.
Minutes approved.
2. Acoustic study for Eastern Oak Park pickleball courts.
*The committee recommends staff prepare a report of all the issues with a plan of what will be done to remedy the situation. They want to know what staff has done up to this point to appease the neighbors. Include a full recommendation explaining what action staff plans on taking to resolve the issues.
District Administrator will email the environmental impact report to the committee members.*
3. Park sign standards.
*Discussion of a sign policy for the District parks.
Staff will prepare a plan for signs that includes sizes and cost of signs and present it at a future meeting.*

Adjourned 7:25 pm

STAFF REPORT



DATE: May 13, 2021

TO: MORPD Facilities Committee

FROM: J.R. Hichborn, Parks Superintendent

SUBJECT: Eastern Oak Park neighbors' concerns

BACKGROUND:

In the March 2021 Facilities Committee meeting, staff was asked to summarize all the issue's neighbors had been having regarding Eastern Oak Park since it was built in 2018. The neighbors have been in communication with three Park Superintendents since Eastern Oak Park was built. The neighbors are frustrated by the constant noise from several different sources at all hours of the day and night. Below is a summarized timeline of the communication from the neighbors and Mission Oaks Park and Recreation District.

- 3-06-2018
 - 4 days into the Parks opening and a futsal ball flew over the fence and nearly struck a 2-year-old child. Teenagers then climbed the fence and trespassed into their backyard to retrieve the ball. Neighbors expressed concerns that they were promised issues like this would not be happening.
 - Staff committed to order and install a sight screen and a net to hang above the north end of the futsal court fencing.
- 3-07-2018
 - More futsal balls continue to fly over neighbors fencing. Neighbors informed staff that this is a safety issue and requires immediate action by the District. Also, teenagers have begun coming to their house to ask for their futsal balls back.
 - Neighbors were directed to bring their concerns to the District Administrator moving forward.
- June 2018
 - Parks Superintendent TJ Newman retires.

- 6-05-2018
 - Neighbors are having to call the non-emergency sheriff line nightly. People are in the park past dusk. Loud music is constantly being played seven (7) days a week. Obscenities are being shouted at high volumes from the futsal courts, basketball courts, and from the rented-out picnic areas on the weekends. Futsal balls continue to fly into backyards and neighbors are having teenagers climb their fences and ring their doorbells to retrieve futsal balls multiple times a day. Residents are forced to keep their window shut on cool summer nights and run their air conditioners. Residents were also forced to buy sound machines for their children to drown out the noise coming from the park after hours. Residents suggest putting up large shrubs or even a wall to keep futsal balls from flying into their backyards and help alleviate the sound pollution.
 - Staff recommends parking lot gates to stop traffic into the park after hours. Neighbors were informed of a new Park Superintendent starting with the District soon and that Eastern Oak park will be one of his projects. Staff instructed FEC Park police to patrol Eastern Oak Park after hours and help remove anyone in the park after dusk.
- 6-11-2018
 - Neighbors had three (3) men pounding on their door and peering into their windows at 9:15pm to retrieve their futsal balls. A mother with four (4) small children did not feel safe opening up her front door to strangers after dark. Residents had to call the non-emergency Sac County Sheriff line two (2) days in a row to stop people from playing basketball in the Park after midnight. Families do not feel safe living next to the park and want these issues resolved immediately, not when a new Park Superintendent starts. Neighbors demand that the courts are closed immediately.
 - Staff reached out to FEC Park police to have more patrols at night. FEC Park police responded to staff informing them that they had been there several nights and have not seen anyone in the park during their patrols.
- 6-19-2018
 - New Park Superintendent Dan Giammona starts with the District.
- 6-19-2018
 - Staff installed two “No trespassing” signs on the neighbor’s fence and informed residents.
 - Neighbors respond to staff by saying the signs were installed on the wrong fence and expressed their concerns about how small the signs were. Neighbors formally request more signs and for their fence to be fixed as it has been severely damaged by all the futsal players climbing over it to retrieve their futsal balls.
- 7-15-2018

- People are playing basketball well after dark (9:40pm when email is being written). Neighbors are frustrated with always being told to be patient when they are seeing no progress made.
Neighbors express that they are not seeing the police presence they were promised after the park is closed. They say that they have been in their home for over 8 years and never had any problems until Eastern Oak Park was built.
Neighbors are also saying that they are now having issues with pickle ball players as well. Pickleball players have started playing in the park well before 7 am to escape the heat later in the day.
- Staff had FEC Park police patrol Eastern Oak Park each night, had Eastern Oak Park be the first park to be locked up at night, installed more “No Trespassing” signs along the fence line, reached out to a contractor to fix the broken fence.
- 8-6-2018
 - Neighbors reported people in the park after hours on Saturday and Sunday night. Sacramento County Sherriff deputies escorted 40 people out of the park; 25 of them went to the apartment complex on the south side of the park.
 - Staff forwarded the concerns onto FEC Park police; 12 citations were written for people being inside the park after hours.
- 8-12-2018
 - At 8:45 pm on Sunday night there are approximately 25 people inside the futsal court and an additional 20 people walking and playing in the park making too much noise.
- 8-15-2018
 - An ISIS member was arrested in the Eastern Villa apartments located on the south side of Eastern Oak Park, for the murder of an Iraqi police officer.
 - Staff wrote back acknowledging the incident.
- 8-31-2018
 - It’s been 6 weeks since neighbors were told their fence would be fixed and it still has not been fixed.
 - Staff apologized and said that they would reach back out to the contractor for a status on the fence repair.
- 9-3-2018
 - Stray futsal balls continue to fly into neighbors’ yards, putting their children at risk. Neighbors send recommendations on netting to completely enclose the futsal courts. Residents are concerned that FEC park patrol are not checking on the park after hours as they are still hearing activities well into the nighttime hours.
- 3-1-2019
 - Park Superintendent Dan Giammona leaves the District.
- 3-1-2019
 - Flood lights are too bright for the neighbors. A request is made to have them turned off.
 - Flood lights are turned off.

- 3-10-2019
 - First night of daylight savings time and there are people playing basketball at 9:30 pm. Neighbors were forced to enter a verbal confrontation about park hours. Neighbors are dissatisfied with the level of security services.
 - Concerns are forwarded to FEC park police.
- 3-12-2019
 - More people playing basketball well into the night.
 - Staff reaches out to FEC for better coverage at Eastern Oak Park.
- 3-26-2019
 - Neighbors are concerned about a large homeless party that has been lingering around the large picnic shelter for the past two days.
 - Staff called and spoke with neighbors regarding the issues.
- 6-24-2019
 - People in the futsal courts at 11:30 pm. Neighbors had to yell at them to leave the Park. Neighbors are frustrated with how long it's taking to have gates installed at the Park.
 - Staff reached back out and apologized. Informed neighbors that the gates are currently being constructed. Also, the staff member who locks the restrooms at night was out sick for a couple of days. Staff informed neighbors to call the non-emergency Sac County sheriff line for people in the park after hours.
- 10-28-2019
 - People playing basketball at 10:45 pm in the park.
- 1-13-2020
 - Gates are installed and staff begins locking them at night.
- 2-28-2020
 - A large group of people in the futsal court at 9 pm and two people in the basketball court. Neighbors are still frustrated that the gates promised, have still not been put installed.
- March 2020
 - Covid-19 causes the courts to be locked and the nets, and goals to be removed.
 - Issues seem to go away when the courts are closed.
- 12-9-2020
 - Neighbors are frustrated with the amount of people in the futsal court. They have their radio blaring extremely loud.
 - Staff called sheriff and set up patrol times for Eastern Oak park between 3 pm and 5 pm to issue citations for the amplified music.
- 12-10-20
 - There are over 20 people in the futsal court at 4:15 pm, and the amplified music is too loud.

- Staff reached out to FEC Park patrol to have officers address the loud music coming from the Futsal courts.
- 12-22-2020
 - There are 15 to 20 men are playing soccer in the pickleball courts at 8:30 pm, well past dark.
 - Staff dispatched FEC Park police to have the men removed from the courts.
- 1-8-2021
 - Teenager takes his own life at Eastern Oak Park.
- 1-12-2021
 - The Eastern Oak Pickleball club formally requests lights at the Eastern Oak Park pickleball courts.
- 1-25-2021
 - Noise from the park and the futsal courts have increased dramatically. Every night there are 25-30 teenagers yelling and playing loud amplified music and have no respect for the neighbors. People continue to climb neighboring fences and yell at children to retrieve their balls for them. These activities are happening well after the park is closed. At 8:50 pm there are still 8 people playing basketball in the park.
 - Staff met neighbors on site and has a constructive conversation regarding solutions to the issues going on at Eastern Oak Park. One solution was to install a row of redwood trees along the fence line to drown out the noise and reduce the amount of balls going into back yards.
- 2-10-2021
 - The Facilities Committee discusses lights at the Eastern Oak Park pickle ball courts.
 - The Facilities Committee requests a copy of the environmental impact study done at Eastern Oak Park prior to the park being built. The committee also requested notes from previous meeting outlining what neighbors were promised prior to construction of the park. The committee tables the court lighting discussion to the next facilities committee meeting.
- 2-13-21
 - Neighbors are concerned about the Pickleball club campaigning for lights to be put in the pickleball courts. Neighbors fear that lights would add to their already unbearable noisy conditions.
 - Staff lets neighbors know that the lighting proposal is being brought to the board for consideration.
- 2-23-21
 - Neighbors write in to report shots being fired at Eastern Oak Park around 12:46 am. They also express their negative interactions with pickleball players and their opposition to any court lights being installed in the park.
 - Staff responds to neighbors and informs them that the lighting proposal is being presented at a public Facilities Committee meeting.

- 3-3-2021
 - The Facilities Committee is presented with a staff report intending to acquire the services of an acoustical engineering firm to enter into a “not to exceed \$10,000” contract to identify the noise pollution issues and provide the District with recommendations to minimize or eliminate the noise.
 - The Facilities Committee requests staff come back to the committee with a detailed list in chronological order identifying the issues that have been occurring at Eastern Oak Park.
The committee also requests a timeline in which staff intends to proceed with resolving the issues at Eastern Oak Park.
- 3-8-2021
 - Neighbors send staff a video showing what they are being forced to endure living in such close proximity to Eastern Oak Park.
 - Staff followed up with a phone call acknowledging the incident.
- 3-12-2021
 - People playing Basketball till 10 pm.
- 3-13-2021
 - 9:45 pm and there are four people are playing basketball with music blaring. People began using the park at 6:30 am and there has been constant activity all day long. Neighbors raise concerns about why Arden Park has their basketball hoops removed and Mission Oaks has theirs up.
 - Staff followed up with Arden Park and confirmed that they do still have their basketball hoops removed. Arden Park stated that no one from the Sacramento County Health department has told them to put the hoops back up yet. Staff followed up with other Districts to confirm that their hoops were back up. Sunrise, Orangevale, and Folsom have their hoops back up.
 - Staff reached out to FEC for better patrols at Eastern Oak Park.

DISCUSSION:

Discuss the responsibility the District has in being a good neighbor, and solutions to alleviate the current conditions the neighbors are living with.

STAFF REPORT



DATE: May 13, 2021

TO: MORPD Facilities Committee

FROM: J.R. Hichborn, Parks Superintendent

SUBJECT: Acoustic study at Eastern Oak Park

BACKGROUND:

Residents neighboring Eastern Oak Park have been having issues with the excessive noise coming from the Park for years. People have been playing on the sports courts as early as 6:30am, and well past closing hours. Residents brought their concerns to the board in February of 2021 via public comment. The board directed the Park issues be put on a facilities committee meeting agenda where it could be appropriately discussed.

In the March 2021 Facilities Committee meeting, staff was asked to perform an in-house acoustical study of the events at Eastern Oak Park. Staff purchased a digital decimal meter the next week and identified six areas at the north end of the park along the fence line. Ten independent acoustical studies were taken at all six sites at different times, and on different days. Data was collected to show the amount of people in the Park and the amenities that were being utilized during the studies.

DISCUSSION:

The results of the acoustical study can be found in [Exhibit A](#). A map of the Park, and the locations of the six areas the acoustical studies were performed can be found in [Exhibit B](#). The Districts policy on amplified sound can be found in [Exhibit C](#). The Valley Oak Park report can be found in [Exhibit D](#).

The Sacramento County noise ordinance Chapter 6.68 states “Generally, in residential zones of unincorporated Sacramento County, maximum noise levels shall not exceed 55 decibels (dBA) between the hours of 7:00am to 10:00pm and 50 dBA between the hours of 10:00pm and 7:00am. However, Chapter 6.68.090 (c) (Exemptions) states that “Activities conducted in Parks, public playgrounds, and school grounds, provided such Parks, playgrounds and school grounds are

owned and operated by a public entity or private school” are exempt from the Sacramento County noise ordinance.

The Districts policy on amplified sound (policy # 5200.3, Section 5, article E, part 2) states “This policy applies to all individuals and groups who have submitted and been approved for use of an Athletic Field with MORPD. This policy does not apply to MORPD events or activities”. This policy was created as a direct result to a similar issue the District was having at Valley Oak Park, where neighboring residents were having issues with loud noise due to park usage. The report was written by the Sacramento County Director of regional parks.

While the acoustical study was taken on different days and at different times, to be as comprehensive as possible, it does not reflect the noise from the park at its busiest times. The decibel meter was leant to a neighbor of the park to attempt to capture the decibel levels coming from the park in their backyard during a heavily used time. The neighbors reported that the decibel levels were consistently in the 60’s and hit a high of 71 DBA.

SOLUTIONS:

There are several ways to reduce the sounds being generated due to park activity. The District could build sound walls, plant shrubs, plant trees, reduce the hours of operation of the sport courts, lock the courts up early or even shut the park down. All these options would come with different costs and different consequences.

Build sound wall: Sound walls are typically constructed in residential areas to reduce noise from freeways. They can be very effective, sometimes reducing sound decibels by half by simultaneously absorbing and reflecting sound. Sound walls can be extremely expensive and require permits to construct.

Plant shrubs: Evergreen shrubs can help reduce sound decibels by absorbing soundwaves with their thick leaves and dense branches. Some of the more sound reducing shrubs are, Holly shrubs, Privet, and Juniper shrubs. These shrubs typically grow to about 12 feet tall.

Plant trees: Evergreen trees can help reduce noise by also absorbing sound. Some good noise reducing trees include, Holly trees, Cypress trees, Redwood trees, and Magnolia trees.

Reduce the hours of operation of the sport courts: Reducing the number of days or hours the courts are available to the public could be a compromise with the neighbors. The reduction in hours and days would need to be posted on site and on the Districts website, so that the community would be properly notified.

Lock the courts up early: Staff could lock up the courts early during the spring and summer months. This action would reduce the amount of noise that is generated in the evenings. The kids who primarily use the futsal and basketball courts are in school through mid-June and are not typically able to use the courts until later in the day.

Shut down the Park: This would obviously be the nuclear option. By shutting down the park you are essentially eliminating the noise being generated by the park. The District has an obligation to provide safe, clean, and fun areas for residents to come and recreate. If the park was shut down the District would be failing to provide the community with that obligation.

Exhibit A

Summary Forms

Area #		1
Date		
Day		
Time		
Temperature	62.1	
Weather		
# of pickle ball players	8.5	
# of Futsal players	0.8	
# of Basketball players	1.2	
# in picnic area	1.8	
# on Field	7.6	
# on playground	7.9	
	Decibel reading:	48-70
	Average	58.1

Area #		2
Date		
Day		
Time		
Temperature	62.1	
Weather		
# of pickle ball players	4.8	
# of Futsal players	1.2	
# of Basketball players	1.2	
# in picnic area	4.5	
# on Field	4.5	
# on playground	7.9	
	Decibel reading:	46-70
	Average	53.3

Area #		3
Date		
Day		
Time		
Temperature	62.1	
Weather		
# of pickle ball players	5.7	
# of Futsal players	1.2	
# of Basketball players	3.7	
# in picnic area	1.4	
# on Field	4.5	
# on playground	7.9	
Decibel reading:		45-61
Average		51.4

		Area #	4
Date			
Day			
Time			
Temperature	62.1		
Weather			
# of pickle ball players	10		
# of Futsal players	0.8		
# of Basketball players	1		
# in picnic area	1.8		
# on Field	7.6		
# on playground	7.9		
		Decibel reading:	42-58
		Average	49.85

		Area #	5
Date			
Day			
Time			
Temperature	62.1		
Weather			
# of pickle ball players	5.3		
# of Futsal players	1.2		
# of Basketball players	1.2		
# in picnic area	4.5		
# on Field	4.5		
# on playground	7.9		
		Decibel reading:	40-56
		Average	49

Area #		6
Date		
Day		
Time		
Temperature	62.1	
Weather		
# of pickle ball players	5.7	
# of Futsal players	1.2	
# of Basketball players	3.9	
# in picnic area	1.4	
# on Field	4.5	
# on playground	7.9	
Decibel reading:		42-65
Average		51.3

Area #		1
Date	3/22/2021	
Day	Monday	
Time	10:00am	
Temperature	52	
Weather	Cloudy	
# of pickle ball players	27	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	0	
# on Field	0	
Decibel reading:		58-64
Average		61

Area #		2
Date	3/22/2021	
Day	Monday	
Time	10:00am	
Temperature	52	
Weather	Cloudy	
# of pickle ball players	27	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	0	
# on Field	0	
Decibel reading:		58-70
Average		64

Area #		3
Date	3/22/2021	
Day	Monday	
Time	10:00am	
Temperature	52	
Weather	Cloudy	
# of pickle ball players	27	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	0	
# on Field	0	
Decibel reading:		53-61
Average		57

Area #		4
Date	3/22/2021	
Day	Monday	
Time	10:00am	
Temperature	52	
Weather	Cloudy	
# of pickle ball players	27	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	0	
# on Field	0	
Decibel reading:		52-58
Average		55

Area #		5
Date	3/22/2021	
Day	Monday	
Time	10:00am	
Temperature	52	
Weather	Cloudy	
# of pickle ball players	27	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	0	
# on Field	0	
Decibel reading:		48-51
Average		49.5

Area #		6
Date	3/22/2021	
Day	Monday	
Time	10:00am	
Temperature	52	
Weather	Cloudy	
# of pickle ball players	27	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	0	
# on Field	0	
Decibel reading:		49-55
Average		52

Area #		1
Date	3/22/2021	
Day	Monday	
Time	2:15pm	
Temperature	60	
Weather	Cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	4	
# in picnic area	0	
# on Field	27	
Decibel reading:		50-60
Average		55

Area #		2
Date	3/22/2021	
Day	Monday	
Time	2:15pm	
Temperature	60	
Weather	Cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	4	
# in picnic area	0	
# on Field	27	
Decibel reading:		48-55
Average		51.5

Area #		3
Date	3/22/2021	
Day	Monday	
Time	2:15pm	
Temperature	60	
Weather	Cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	4	
# in picnic area	0	
# on Field	27	
Decibel reading:		48-60
Average		54

Area #		4
Date	3/22/2021	
Day	Monday	
Time	2:15pm	
Temperature	60	
Weather	Cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	4	
# in picnic area	0	
# on Field	27	
Decibel rea		45-50
Average		47.5

Area #		5
Date	3/22/2021	
Day	Monday	
Time	2:15pm	
Temperature	60	
Weather	Cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	4	
# in picnic area	0	
# on Field	27	
Decibel rea		40-48
Average		44

Area #		6
Date	3/22/2021	
Day	Monday	
Time	2:15pm	
Temperature	60	
Weather	Cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	4	
# in picnic area	0	
# on Field	27	
Decibel rea		42-52
Average		47

		Area #	1
		* Church kids outside	
Date	3/24/2021		
Day	Wednesday		
Time	12:00pm		
Temperature	61		
Weather	Partly cloudy		
# of pickle ball players	0		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	4		
# on Field	4		
		Decibel reading:	48-56
		Average	52

		Area #	2
		* Church kids outside	
Date	3/24/2021		
Day	Wednesday		
Time	12:00pm		
Temperature	61		
Weather	Partly cloudy		
# of pickle ball players	4		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	4		
# on Field	4		
		Decibel reading:	50-52
		Average	51

		Area #	3
Date	3/24/2021		
Day	Wednesday		
Time	12:00pm		
Temperature	61		
Weather	Partly cloudy		
# of pickle ball players	4		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	4		
# on Field	4		
		Decibel reading:	45-50
		Average	47.5

		Area #	4
Date	3/24/2021		
Day	Wednesday		
Time	12:00pm		
Temperature	61		
Weather	Partly cloudy		
# of pickle ball players	10		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	4		
# on Field	4		
		Decibel reading:	47-52
		Average	49.5

		Area #	5
Date	3/24/2021		
Day	Wednesday		
Time	12:00pm		
Temperature	61		
Weather	Partly cloudy		
# of pickle ball players	10		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	4		
# on Field	4		
		Decibel reading:	45-49
		Average	47

Area #		6
Date	3/24/2021	
Day	Wednesday	
Time	12:00pm	
Temperature	61	
Weather	Partly cloudy	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	4	
# on Field	4	
Decibel reading:		48-56
Average		52

Area #		1
Date	3/24/2021	
Day	Wednesday	
Time	2:45pm	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	0	
# of Futsal players	3	
# of Basketball players	2	
# in picnic area	4	
# on Field	18	
# on playground	32	
Decibel reading:		56-64
Average		60

Area #		2
Date	3/24/2021	
Day	Wednesday	
Time	2:45pm	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	0	
# of Futsal players	3	
# of Basketball players	2	
# in picnic area	4	
# on Field	18	
# on playground	32	
Decibel reading:		46-48
Average		47

Area #		3
Date	3/24/2021	
Day	Wednesday	
Time	2:45pm	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	5	
# of Futsal players	3	
# of Basketball players	0	
# in picnic area	4	
# on Field	18	
# on playground	32	
Decibel reading:		48-51
Average		49.5

Area #		4
Date	3/24/2021	
Day	Wednesday	
Time	2:45pm	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	5	
# of Futsal players	3	
# of Basketball players	0	
# in picnic area	4	
# on Field	18	
# on playground	32	
Decibel reading:		46-53
Average		49.5

Area #		5
Date	3/24/2021	
Day	Wednesday	
Time	2:45pm	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	5	
# of Futsal players	3	
# of Basketball players	2	
# in picnic area	4	
# on Field	18	
# on playground	32	
Decibel reading:		46-52
Average		49

Area #		6
Date	3/24/2021	
Day	Wednesday	
Time	2:45pm	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	5	
# of Futsal players	3	
# of Basketball players	2	
# in picnic area	4	
# on Field	18	
# on playground	32	
Decibel reading:		44-52
Average		48

Area #		1
Date	3/24/2021	
Day	Wednesday	
Time	4:30	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	10	
# of Futsal players	3	
# of Basketball players	6	
# in picnic area	4	
# on Field	24	
# on playground	10	
Decibel reading:		58-70
Average		64

Area #		2
Date	3/24/2021	
Day	Wednesday	
Time	4:30	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	10	
# of Futsal players	3	
# of Basketball players	6	
# in picnic area	4	
# on Field	24	
# on playground	10	
Decibel reading:		54-62
Average		58

Area #		3
Date	3/24/2021	
Day	Wednesday	
Time	4:30	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	10	
# of Futsal players	3	
# of Basketball players	6	
# in picnic area	4	
# on Field	24	
# on playground	10	
Decibel reading:		52-58
Average		55

		Area #	4
Date	3/24/2021		
Day	Wednesday		
Time	4:30		
Temperature	66		
Weather	Partly cloudy		
# of pickle ball players	10		
# of Futsal players	3		
# of Basketball players	6		
# in picnic area	4		
# on Field	24		
# on playground	10		
		Decibel reading:	49-56
		Average	52.5

		Area #	5
Date	3/24/2021		
Day	Wednesday		
Time	4:30		
Temperature	66		
Weather	Partly cloudy		
# of pickle ball players	10		
# of Futsal players	3		
# of Basketball players	6		
# in picnic area	4		
# on Field	24		
# on playground	10		
		Decibel reading:	50-56
		Average	53

Area #		6
Date	3/24/2021	
Day	Wednesday	
Time	4:30	
Temperature	66	
Weather	Partly cloudy	
# of pickle ball players	10	
# of Futsal players	3	
# of Basketball players	6	
# in picnic area	4	
# on Field	24	
# on playground	10	
Decibel reading:		49-65
Average		57

Area #		1
Date	3/25/2021	
Day	Thursday	
Time	6:45am	
Temperature	45	
Weather	Clear	
# of pickle ball players	0	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		52-58
Average		55

Area #		2
Date	3/25/2021	
Day	Thursday	
Time	6:45am	
Temperature	45	
Weather	Clear	
# of pickle ball players	0	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		46-48
Average		47

Area #		3
Date	3/25/2021	
Day	Thursday	
Time	6:45am	
Temperature	45	
Weather	Clear	
# of pickle ball players	0	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		47-49
Average		48

Area #		4
Date	3/25/2021	
Day	Thursday	
Time	6:45am	
Temperature	45	
Weather	Clear	
# of pickle ball players	0	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel rea		46-50
Average		48

Area #		5
Date	3/25/2021	
Day	Thursday	
Time	6:45am	
Temperature	45	
Weather	Clear	
# of pickle ball players	0	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel rea		46-52
Average		49

		Area #	6
Date	3/25/2021		
Day	Thursday		
Time	6:45am		
Temperature	45		
Weather	Clear		
# of pickle ball players	0		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	1		
# on Field	0		
# on playground	0		
		Decibel rea	48-56
		Average	52

Area #		1
Date	3/26/2021	
Day	Friday	
Time	8:45am	
Temperature	48	
Weather	Sunny	
# of pickle ball players	13	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		58-64
Average		61

Area #		2
Date	3/26/2021	
Day	Friday	
Time	8:45am	
Temperature	48	
Weather	Sunny	
# of pickle ball players	13	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		54-62
Average		58

Area #		3
Date	3/26/2021	
Day	Friday	
Time	8:45am	
Temperature	48	
Weather	Sunny	
# of pickle ball players	13	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		50-56
Average		53

Area #		4
Date	3/26/2021	
Day	Friday	
Time	8:45am	
Temperature	48	
Weather	Sunny	
# of pickle ball players	13	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		49-54
Average		51.5

Area #		5
Date	3/26/2021	
Day	Friday	
Time	8:45am	
Temperature	48	
Weather	Sunny	
# of pickle ball players	13	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		46-50
Average		48

Area #		6
Date	3/26/2021	
Day	Friday	
Time	8:45am	
Temperature	48	
Weather	Sunny	
# of pickle ball players	13	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	0	
Decibel reading:		49-54
Average		51.5

Area #		1
Date	3/26/2021	
Day	Friday	
Time	4:30pm	
Temperature	76	
Weather	Sunny	
# of pickle ball players	8	
# of Futsal players	2	
# of Basketball players	0	
# in picnic area	1	
# on Field	3	
# on playground	5	
Decibel reading:		50-61
Average		55.5

Area #		2
Date	3/26/2021	
Day	Friday	
Time	4:30pm	
Temperature	76	
Weather	Sunny	
# of pickle ball players	8	
# of Futsal players	2	
# of Basketball players	0	
# in picnic area	1	
# on Field	3	
# on playground	5	
Decibel reading:		48-58
Average		53

		Area #	3
Date	3/26/2021		
Day	Friday		
Time	4:30pm		
Temperature	76		
Weather	Sunny		
# of pickle ball players	8		
# of Futsal players	2		
# of Basketball players	0		
# in picnic area	1		
# on Field	3		
# on playground	5		
		Decibel reading:	52-57
		Average	54.5

Area #		4
Date	3/26/2021	
Day	Friday	
Time	4:30pm	
Temperature	76	
Weather	Sunny	
# of pickle ball players	8	
# of Futsal players	2	
# of Basketball players	0	
# in picnic area	1	
# on Field	3	
# on playground	5	
Decibel reading:		48-54
Average		51

Area #		5
Date	3/26/2021	
Day	Friday	
Time	4:30pm	
Temperature	76	
Weather	Sunny	
# of pickle ball players	8	
# of Futsal players	2	
# of Basketball players	0	
# in picnic area	1	
# on Field	3	
# on playground	5	
Decibel reading:		48-56
Average		52

Area #		6
Date	3/26/2021	
Day	Friday	
Time	4:30pm	
Temperature	76	
Weather	Sunny	
# of pickle ball players	8	
# of Futsal players	2	
# of Basketball players	0	
# in picnic area	1	
# on Field	3	
# on playground	5	
Decibel reading:		48-60
Average		54

		Area #	1
Date	3/27/2021		
Day	Saturday		
Time	2:15pm		
Temperature	72		
Weather	Sunny		
# of pickle ball players	7		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	1		
# on Field	0		
# on playground	5		
		Decibel reading:	55-61
		Average	58

		Area #	2
Date	3/27/2021		
Day	Saturday		
Time	2:15pm		
Temperature	72		
Weather	Sunny		
# of pickle ball players	7		
# of Futsal players	0		
# of Basketball players	0		
# in picnic area	1		
# on Field	0		
# on playground	5		
		Decibel reading:	49-56
		Average	52.5

Area #		3
Date	3/27/2021	
Day	Saturday	
Time	2:15pm	
Temperature	72	
Weather	Sunny	
# of pickle ball players	7	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	5	
Decibel reading:		46-49
Average		47.5

Area #		4
Date	3/27/2021	
Day	Saturday	
Time	2:15pm	
Temperature	72	
Weather	Sunny	
# of pickle ball players	7	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	5	
Decibel reading:		42-49
Average		45.5

Area #		5
Date	3/27/2021	
Day	Saturday	
Time	2:15pm	
Temperature	72	
Weather	Sunny	
# of pickle ball players	7	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	5	
Decibel reading:		46-50
Average		48

Area #		6
Date	3/27/2021	
Day	Saturday	
Time	2:15pm	
Temperature	72	
Weather	Sunny	
# of pickle ball players	7	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	1	
# on Field	0	
# on playground	5	
Decibel reading:		46-52
Average		49

Area #		1
Date	3/28/2021	
Day	Sunday	
Time	11:00am	
Temperature	75	
Weather	Sunny	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	2	
# on Field	0	
# on playground	3	
Decibel reading:		56-63
Average		59.5

Area #		2
Date	3/28/2021	
Day	Sunday	
Time	11:00am	
Temperature	75	
Weather	Sunny	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	2	
# on Field	0	
# on playground	3	
Decibel reading:		48-54
Average		51

Area #		3
Date	3/28/2021	
Day	Sunday	
Time	11:00am	
Temperature	75	
Weather	Sunny	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	2	
# on Field	0	
# on playground	3	
Decibel reading:		46-50
Average		48

Area #		4
Date	3/28/2021	
Day	Sunday	
Time	11:00am	
Temperature	75	
Weather	Sunny	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	2	
# on Field	0	
# on playground	3	
Decibel reading:		46-51
Average		48.5

Area #		5
Date	3/28/2021	
Day	Sunday	
Time	11:00am	
Temperature	75	
Weather	Sunny	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	2	
# on Field	0	
# on playground	3	
Decibel reading:		48-53
Average		50.5

Area #		6
Date	3/28/2021	
Day	Sunday	
Time	11:00am	
Temperature	75	
Weather	Sunny	
# of pickle ball players	10	
# of Futsal players	0	
# of Basketball players	0	
# in picnic area	2	
# on Field	0	
# on playground	3	
Decibel reading:		48-53
Average		50.5



Area 1



Area 2



Area 3



Area 4



Area 5



Area 6



Pickle ball courts



Basketball court



Futsal court



Picnic area





Area 1





Area 2





Area 3





★
Area 4





Area5



Area 6

<u>5000</u>	<u>FACILITIES</u>	<u>5000-5999</u>
<u>5100</u>	<u>District Facilities (Buildings)</u>	
	<u>5100.1</u>	<u>Application/Reservation of Mission Oaks Community Center</u>
<u>5200</u>	<u>Facilities (Park Sites)</u>	<i>Revised 11/10/15</i>
	<u>5200.1</u>	<u>Hours of Operation</u>
	<u>5200.2</u>	<u>Security</u>
	<u>5200.3</u>	<u>Reservations</u>
<u>5300</u>	<u>Vandalism</u>	
	<u>5300.1</u>	<u>Reward</u>
<u>5400</u>	<u>Park Fencing</u>	
	<u>5401</u>	<u>Private Fencing</u>
	<u>5402</u>	<u>Gates</u>
<u>5500</u>	<u>Naming of Parks</u>	<i>Revised 11/10/15</i>
	<u>5501</u>	<u>Procedures</u>
<u>5600</u>	<u>Alcoholic Beverages in District Parks</u>	
<u>5700</u>	<u>Development (Parks)</u>	
<u>5800</u>	<u>Park Maintenance</u>	
	<u>5800.1</u>	<u>Excess Wood Sales</u>
<u>5900</u>	<u>Donations and Memorials/Honorarium</u>	
	<u>5900.1</u>	<u>Acceptance of Donations</u>
<u>5901</u>	<u>Memorials and Honorariums</u>	

5100District Facilities (Buildings)

The District owns three buildings – the District Office at 3344 Mission Avenue; Mission Oaks Community Center, 4701 Gibbons Drive; and Swanston Community Center at 2350 Northrop Ave.

Areas in the community centers are available for rent.

5100.1Application/Reservation of Mission Oaks Community CenterA. Priority Facility Use Schedule for Facility

1. Mission Oaks Recreation and Park District (district-sponsored and cosponsored activities). District staff has the authority to reserve the center for District-sponsored and cosponsored activities any time during the year.
2. San Juan Unified School District, local recreation and park agencies, and nonprofit groups.
3. All other groups and individuals.

Priority groups #2 and #3 shall follow the procedure below on a first-come, first served basis:

B. Application Procedure

1. All reservation requests must be made in person at the center District office using a Facility Reservation Application form, accompanied by the appropriate security deposit.
2. Applicant must be at least 18 years of age.
3. Applications will be accepted a maximum of one year in advance.

C. Insurance

The district's risk manager mandates that applicants be required to provide insurance coverage, naming the District as additionally insured, for the activity/event scheduled. Insurance may be obtained through a private agency or purchased from the District.

D. User Fee Classifications

Group #1: District-sponsored and cosponsored activities, and nonprofit groups (registered as such with the California Franchise Tax Board), when use occurs during hours that District staff would normally be on duty.

All groups granted free use will do their own set up and take down unless contracted on a fee basis.

Group #2: San Juan Unified School District, local recreation and park agencies, and nonprofit groups, when building use occurs during hours that the center would otherwise be closed. For fund-raising activities or when admission fees are charged, these groups would be reclassified into Group #3.

Group #3: All groups and individuals not already classified.

E. Fees and Charges

All fees and charges for use of facilities are reviewed and approved as part of the annual budget preparation process.

1. Two weeks prior to the activity:
 - a. All fees are due;
 - b. An Alcoholic Beverage Control (ABC) Permit, is applicable, must be on file with in the District office; and
 - c. Proof of required insurance must be on file with in the District office.
2. Rent will be charged for all the time the building monitor is required to be on duty for the event.
3. The minimum reservation for the auditorium is four hours.
4. The fee for any time reserved and paid for in advance, but not used (beyond the minimum time), will be refunded. If the time is 30 minutes or less, the renter will be entitled to one-half the hourly rate; if the time is 31 to 60 minutes, the renter will be charged at the same rate for all time used, but not reserved and paid for in advance.
5. The Director of Administrative Services will authorize the return of the security deposit less any additional costs incurred to the renter if the building is in the same condition in which it was found before use. The decision will be based on the results of the Final Inspection Report submitted by the district's Building Monitor. Denials will be transmitted in writing, citing specific reasons for all or part of the deposit being withheld.
6. Any violation of district rules or regulations by the renter of those attending the activity/event may result in denial of further permits.
7. The renter will be responsible for any restitution, including financial reimbursement, which the district may require for repair or replacement of any damage to the facility as a result of the activity or the event.
8. Use permits cannot be transferred, assigned, or sublet.

F. Cancellation or Changes in Reservation

1. The District reserves the right to cancel any scheduled event (without liability) prior to scheduled use. Refunds will be made if cancellation by the District is necessary.
2. A full refund will be granted if requested two months prior to the reservation date. Renters will receive fifty percent of the security deposit if the reservation is canceled within two months of the date of use. Refunds of the rental fee and security deposit will not be granted if cancellation is made within two weeks of the date of use.

G. Smoking Policy

Smoking of any substance (cigarettes, cigars, pipes, etc.) within buildings owned and operated by the District is forbidden. Evidence of smoking can result in the forfeit of the security deposit, in addition to any other penalty the district may impose for any damage that may have resulted due to such violation.

H. Rules
Renters will be provided with a copy of the general rules for use of the facility at the time the reservation is made. At least two weeks prior to the event, the renter or a representative is required to meet with staff at the center to review the specific rules and regulations.

5200 Facilities (Park Sites)

5200.1 Hours of Operation *Revised 11/10/15*

Neighborhood Park hours will be from sunrise until sunset.

School Parks maintained by MORPD, if requested by the San Juan Unified School District, school parks maybe closed to public use during times when school is in session.

Community Park hours will be from sunrise until 10pm (12am, if pre-approved).

5200.2 Security *Approved 1/10/12*

At staff's discretion, the district has the responsibility to hire a security firm when a renter plans to serve alcohol in one of its indoor facilities. The cost shall be borne by the rental representative. Security personnel shall be unarmed but will have the authority to request official law enforcement response when necessary to ensure the safety of the public and district property.

Staff shall notify the renter of the need for security when the rental application is submitted to the District and the cost for the security at least two weeks prior to the activity when all fees are due.

5200.3 Reservations *Revised 3/ 10/15*

Parks and facilities are available at no cost, on a first-come, first served basis to the general public, with the following exceptions:

A. Gibbons Park

The area under, and immediately surrounding, the large oak tree to the north of the Senior Citizen/Community Center and the Leif Owre Memorial Grove may be reserved in conjunction with the reservation of the center. The area must be specifically requested, with a designated starting and ending time, when reservation for the center is made, and must be so noted on the reservation form.

B. Athletic Fields

Due to the demand for soccer, baseball, and softball fields, and realizing that organized activities cause an abnormal amount of wear and tear, the district has established the reservation and fee policy for the athletic fields listed below to help offset their maintenance costs.

Ashton Park	Soccer field
Valley Oak Park	Soccer or baseball/softball and two baseball fields

Eastern Oak Park Soccer field
Greer School Park/ Soccer field or two softball fields
Jim Winthers Memorial
Sports Complex

Sierra Oaks School Park Soccer field

Swanston Park Bantam soccer field

1. Reservations will be accepted six months in advance of the Date reserved; i.e., February 1 for August 1, in accordance with the scheduling priorities shown below.
 2. A Fee will be assessed, based on a schedule approved by the Board.
 3. A season is defined as a period not to exceed five months.
 4. Scheduling Priorities
The following schedule of priorities for use of parks shall apply, except for school parks in which the school district-sponsored activities have first priority.
 - a. District-sponsored and cosponsored programs and activities.
 - b. San Juan Unified School District
 - c. Nonprofit community youth serving organizations
 - 1) Organizations and groups that have received approval for prior use
 - 2) Organizations requesting use for the first time
 - d. Nonprofit community adult and senior adult serving organizations
 - 1) Organizations that have received approval for prior use
 - 2) Organizations requesting use for the first time
 - e. All other uses
 5. Application Procedure
 - a. All requests must be submitted using the “Athletic Field Reservation Application” form
 - b. Applicants will be accepted on a first-come, first served basis, according to the priority listing in Para. 4
 - c. Fees are due and payable not later than two weeks prior to the requested use
 - d. The district’s risk manager mandates that applicants be required to provide insurance coverage, naming the District as additionally insured, for the activity/event scheduled. Insurance may be obtained through a private agency or purchased from the District.
- C. Tennis Courts
Courts will be reserved only to facilitate District-sponsored or cosponsored lessons or events. Courts will not be reserved or used by any agency or person for the purpose of paid private lessons.
- D. Prohibition
Commercial or private entities may not use public facilities for financial gain.
- E. Organized Community Use of Valley Oak Park

1. Little league will be permitted to schedule games on the ball fields, Monday through Saturday, and on Sunday afternoons between 1 and 4 p.m. during the regularly scheduled season. Sunday play should be limited to one field. The ball fields are not available for reservation to any group on Sunday mornings.
2. Amplification sound policy governs the use of amplified sound by individuals and groups at all athletic fields managed by Mission Oaks Recreation and Park District (MORPD) and is subject to the provisions in Sacramento County Code 9.36.072. It is noted that Sacramento County Code 6.68.090 exempts certain activities conducted in publicly owned parks; however the policies adopted by MORPD are intended to minimize the impacts associated with the use of Parks and Facilities by other groups.

Application:

This policy applies to all individuals and groups who have submitted and been approved for use of an Athletic Field with MORPD. This policy does not apply to MORPD events or activities.

Provisions:

- A. Subject to Sacramento County Code 9.36.072 all groups or individuals who desire to use amplified sound are required to obtain an approved application from MORPD.
- B. Permits shall be issued to individuals or groups subject to the following limitations.
 1. Speakers shall be directed away from residential areas to the extent possible.
 2. Volume shall be set at a level to minimize impacts to the surrounding community and the other users of the park or facility.
 3. Amplified sound shall not begin before 8am.

Procedures:

- A. Any group who determines the need for amplified sound shall state the request with dates and times on the Athletic Field Use Application.
- B. Request shall be evaluated by District staff. If approved by staff, the application days and times shall be posted on the MORPD website and a copy of the approved application and agreement shall be on site at all times during the event. (Note: The renter's personal contact information will not be displayed.)
- C. While not all scenarios for the use of amplified sound can be anticipated, MORPD staff shall consider the following items when reviewing the permit request.
 - Other sound applications approved for the park or facility.
 - Frequency of amplified sound at the park or facility.
 - Length of time the amplified sound will occur.

5300 Vandalism

5300.1 Reward

A reward of up to \$1,000 is offered to anyone reporting acts of vandalism, which leads to the arrest and conviction of the person or persons committing the act.

5400 Park Fencing

The District shall not erect fences on park sites except for reasons of safety. If it is determined (by action of the Board) that a fence is to be erected, it shall meet all District specifications, including height, which will be determined for each specific project. No fencing, private or District-owned, shall be erected on property boundary.

5401 Private Fencing

The District shall not share in the cost of constructing, maintaining, or replacing private fences bordering park property, except as provided below. The owner shall be responsible for all costs associated with fencing on private property adjacent to park property.

The District shall repair private fences that are damaged as a result of an accident occurring on park property (i.e., a tree on park property falling on a fence or park maintenance equipment damaging a fence).

If the District is found to be responsible for damage to a privately owned fence, and is obligated to repair or replace a the fence, the District shall request the private land owner(s) shall be required to execute an agreement with the District to the effect that:

- A. The fence shall be constructed according to District specifications, using materials similar to the original, if possible;
- B. The maintenance responsibility rests with the private property owner;
- C. The owners shall indemnify the District for any injuries or damage arising from the construction of the fence or the maintenance thereof; and
- D. The obligation to locate the fence on private property and the maintenance of it would be a covenant running with the private property for the benefit of the District's contiguous property.

The District shall encourage property owners who erect wooden fences to locate the rail frame to face the owner's side of the boundary as a security measure to discourage park users from climbing the fence to gain access to private property.

5402 Gates

The District shall not construct gates in fences owned by the District. Installation of gates in private fencing shall be at the discretion of the owner who shall assume total responsibility.

5500 Naming of Parks

Revised 11/10/15

The following criteria shall be used in the naming or renaming of District owned Parks, Park Facilities and specific areas within a Park.

1. Reflect geographical location; the name of a park should, if possible, have topographical, geographical, or historical significance generally recognized and known throughout the area.
2. Reflect significant natural features or resources of the area.
3. Honor a significant individual (see below).
4. The intent of naming is for permanent recognition. Therefore, any request of MORPD to rename an existing park, park facility or specific area will be subject to examination to not diminish the original justification for the name.

Individuals must have made a significant contribution to the park or facility, including, but not limited to:

1. Donation of land or large financial contribution to the facility.
2. Contributed substantially and improved the quality of life in the MORPD community. This could relate to involvement with Parks and Recreation or other community involvement activities towards the betterment of life in the MORPD.
3. The person being memorialized died in the line of duty serving the MORPD or the United States of America.

Each park or facility within a park, such as an athletic field, groves of trees, walkways, trails and buildings, or special rooms in a building could be named after selected individuals in their honor as desired and appropriate.

The person and/or entity requesting to “re-name” a District owned Park or Facility is responsible to pay all expenses associated with replacing the existing park or facility sign.

5501

Procedures

The following procedures shall be considered in naming a park:

- A. Assistance will be solicited from historical societies or other groups having special knowledge of the area when considering a name to highlight an area’s geographical or historical significance.
- B. To stimulate interest in obtaining suggestions, the selection process may include a contest or some type to competition, inviting the public’s participation.
- C. Names shall be submitted to an appropriate committee of the Board for selecting at least three choices (if practical) to be recommended to the Board for consideration of approval.
- D. To avoid duplication and confusion, all proposed names selected by the committee should be checked against a master list of park names throughout the county, which is maintained by the county Department of Parks and Recreation.
- E. Once the names have been checked and cleared against the master list, they will be submitted to the Board for consideration of approval.
- F. Once a name has been approved, it shall be forwarded to the county Department of Parks and Recreation for inclusion in the master list.
- G. The appropriate map publishers shall be notified so that the new name can be included on local area maps.

5600

Alcoholic Beverages in District Parks

Consumption of alcoholic beverages is not allowed in District parks.

According to Sacramento County Ordinance, Section 9.36.57.5, "Consumption of Alcoholic Beverages", no person shall possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which has been partially removed, in any area designated as a nature trail or nature area or on or within any park or park facility that has been posted with signs prohibiting such possession.

It shall be unlawful for any person under twenty-one years of age to be in possession of an alcoholic beverage while such person is in or upon any District owned or maintained facility. Notwithstanding any other provisions of this code to the contrary, violations of the provisions of this section shall constitute an infraction, and shall be punishable pursuant to the provisions of Government Code Section 25132.

5700

Development (Parks)

Development of District parks will take into consideration the following factors:

- A. A thorough review and evaluation of each site in order to incorporate in the design any special characteristics; such as, plant or animal life, contours of the land, and any beautification or recreational additions made by the neighborhood.
- B. Consideration of undeveloped areas at each site for gardening, free play for children, ecology area, etc.
- C. There will be no fencing around parks unless there is a critical design or safety factor.
- D. There will be no development of maintenance of substantial portions of any park for activities that involve limited memberships in particular organizations.

5800

Park Maintenance

The district contracts for the majority of the maintenance of all parks and certain school/parks, in accordance with Chapter 13000 of this manual.

5800.1

Excess Wood Sales

At certain times, as a result of pruning and acts of nature, the District has wood available for sale.

The Director of Planning and Facilities is authorized to sell all excess wood, in accordance with procedures established by the County of Sacramento.

5900

Donations and Memorials/Honorarium

The District accepts donations from groups and individuals for the enhancement of district facilities. Donations may be cash, material, or services.

5900.1

Acceptance of Donations

The district reserves the right to approve the donated item, and the placement, method, and construction materials to be used.

The Executive Director and division directors are authorized to accept any donations that are in the best interest of the District. The offer of a donation may

be denied if the long term cost/benefit ratio to the District is determined to be unfavorable.

All donations shall be acknowledged with a letter of appreciation.

5901

Memorials and Honorariums

Due to safety and maintenance considerations, the District will not accept donations of raised monuments to be located in District parks. Donors will be encouraged to consider providing items such as, benches, fountains, picnic tables, etc., which may be acknowledged with a plaque. The plaque, to be provided by the donor, shall not exceed the dimensions of 8" x 10". Whenever appropriate, the plaque shall be embedded at ground level in concrete to reduce maintenance and promote safety.

Updated January 10, 2012

Regional Parks Department
Jeffrey R. Leatherman, Director



Divisions
Administration
Golf
Leisure Services
Maintenance
Rangers
Therapeutic Recreation Services

County of Sacramento

Response to Complaints at Valley Oak Park, Mission Oaks Recreation and Park District

Report Background

In August 2014 Supervisor Susan Peters requested that I (Jeff Leatherman, Director of Regional Parks) investigate, review and provide recommendations in response to noise and use complaints at Valley Oak Park located at 1150 Eastern Avenue in the unincorporated Sacramento County area of District 3, and more specifically within the boundaries of Mission Oaks Recreation and Park District (MORPD).

Location Map



Complaint Background and Stakeholder Meetings

On September 4, 2014 I met with two neighbors who live adjacent to Valley Oak Park on the south side of the property at the park site. These residents have periodically expressed concerns regarding the use of Valley Oak Park including noise impacts, amplified sound impacts, frequency of use for programmed sports, frequency of maintenance activity, and

impacts of special events and program use by MORPD. The foundation of the complaints by the two adjacent homeowners is that the noise from the use of the park facilities is impacting their use and enjoyment of their private property.

On September 18, 2014 I met with representatives from Arden Little League. The discussion was focused on the use and history of Arden Little League at Valley Oak Park. Throughout the month of September, I met with the MORPD Administrator to review the history and programming of use of Valley Oak Park and the surrounding park facilities.

Results and Recommendations

Item 1: Frequency of Use for Programmed Sports

The complaint of frequency of use was described as “the neighborhood adjacent to the park, and more specifically the complainants, are never afforded a break from programmed activity during the year.” This results in constant noise from the park facility which impacts the neighbors adjacent to the park.

Director's Analysis:

In the Analysis Attachment A it was found that in January, July and December of each year there are generally no programmed sports; February, August and June only ½ the months are used for sports programming. Further, during Spring Baseball the fields are programmed with sports on average of 27.22% of the available hours and during Fall Soccer and Fall Baseball the fields are programmed 10.49% of the available hours (sunrise to sunset).

The sports programming is appropriate for the type of facility and one could argue that the facility is being under-utilized in the fall months. The White field is the largest of the three fields and is used most often throughout the year. This is an unavoidable condition as soccer and older division baseball can only use the White field. The fact that the White field is used the majority of the time during the year is likely the reason for the noise complaints as opposed to the frequency in which the entire facility is used.

Director's Recommendation:

The overall use of the baseball fields during the spring (27.22%) and fall (10.49%) is consistent with most three-field, non-lighted sports complexes. A change in programming is not recommended at this time. In order to encourage community communication, the permitted time for programmed sports use should be displayed on the MORPD web page for public review.

Item 2: Amplified Sound from Programmed Sports

The complaint of amplified sound from programmed sports was described as music and bullhorns during sports related events such as picture days, tournaments, opening day events, and pancake fundraisers.

Director's Analysis:

The use of amplified sound for programmed sports is at times appropriate for communication with large crowds, ambient noise for events, and celebration opportunities for programmed sports. During my interviews with stakeholders, the use and allowances for amplified sound was authorized inconsistently and with little communication as to the expectations for when, where and how much amplified sound was appropriate.

Director's Recommendation:

MORPD should update its policy for amplified sound use at Valley Oak Park. The policies should include volume levels, start and end times, speaker orientation and include requirements for user groups to obtain an amplified sound permit that outlines the requirements as determined by MORPD. Amplified sound should be limited to events that are either enhanced by amplified sound or require amplified sound for group and team coordination. The days and times when amplified sound is authorized should be communicated with the community and include the time and place amplified sound is permitted. Bullhorns and other devices for voice amplification should be carefully evaluated to ensure they are truly necessary for the event or activity. Permits should be displayed on MORPD web page for public review and notification. A sample policy is included in attachment B of this report.

Item 3: Impacts from Special Event Programming

The complaint was focused around Project HYPE which took place for the first time at Valley Oak Park in June and July of 2014. This six week morning program includes team building, games, exercise classes, and education opportunities about building healthy lifestyles. The program is designed for kids ages 8-13. Project HYPE played amplified sound during the morning and throughout the day and one day in particular a staff member from MORPD authorized amplified sound that was in general louder than normal amplified sound at the park. In addition, the sound was directed toward the white diamond outfield that resulted in an impact to the neighborhood behind the white field.

Director's Analysis:

The use of amplified sound can enhance the enjoyment of park programs and activities. In the case of Project HYPE, the use of amplified sound was early in the morning and had the potential to impact the surrounding community by the volume level and speaker orientation.

Director's Recommendation:

Project HYPE is a worthwhile program for MORPD and serves the needs of the community; however, the noise impacts from amplified sound and general activity sound should be carefully reviewed before the program is scheduled at Valley Oak Park. MORPD should consider alternate facilities that can accommodate noise and amplified sound if it is vital for the success of the program.

Item 4: Frequency of Maintenance Activity

The complaint was focused around the ongoing maintenance of the baseball fields including mowing, dragging and edging the fields. It was discussed that the fields are constantly being maintained.

Director's Analysis:

The infields of each baseball field are meticulously maintained by Arden Little League. Volunteers maintain the fields throughout the week at days and times that are convenient for each individual volunteer. MORPD maintains the outfields of each ball field and the surrounding grass facilities on Fridays. This variation of schedule creates the potential for fields being maintained multiple days during the week depending on the availability of the volunteers.

Director's Recommendation:

Non Spring Baseball Season: infield maintenance should be reduced to 1 day per week on all fields that are maintained by Arden Little League. It is preferred that the grass be cut low on Fridays to accommodate safe play for the weekend and then allowed to grow for the remaining 6 days when soccer is being played on the White field. Baseball is rarely played on the Red, White and Blue fields this time of year and maintenance on these fields should be reduced to 1 day a week to accommodate safe grass heights and safe level infields for play.

Spring Baseball Season:

The desire for providing a well maintained facility for the traditional baseball season should be encouraged by MORPD. The facility should be maintained as needed during the baseball season; however, the volunteers should make every effort to coordinate the use of mowers and edging equipment to minimize the time and noise impacts to the surrounding community. The frequency of the maintenance should be scheduled as needed and when possible, the volunteers should coordinate with MORPD for grass cutting on Fridays when the contractor is on site cutting the outfields.

Item 5: Other Issues of Concern: Director's Recommendation

- A. Construction of new facilities: MORPD should establish a community communication program for any new facilities that are contemplated for construction or rehabilitation at Valley Oak Park. This program would notify neighbors of specific projects at Valley Oak Park and provide an opportunity for public input to discuss the potential impacts of future projects. Notifications could include mailers, door hangers, community flyers and e-mail notifications.
- B. Locking Fields: MORPD should establish policies to allow for locking fields under certain circumstances. Criteria for locking fields should at a minimum include the safety of the community, such as construction projects, and could include certain special events such as opening day preparations or tournament preparations. MORPD should set policies, when possible, to limit the locking of fields to one field at a time to allow the community to access alternative fields. Information should be posted on the locked

field describing the reason for closure and contact information for additional information.

- C. Baseballs and Other Sports Equipment on Private Property: The orientation of the baseball fields includes a possibility for hard hit baseballs to land in neighbors backyards. At the closest point from home plate on the White field the distance is about 320 feet plus 2 fences makes the likelihood small however, the source can be from a variety of user groups including adults or kids from a variety of locations in the park. MORPD should review and monitor where programmed sports are allowed to warm up and ensure that the policies preventing balls from leaving the park property are followed. Policies can include warm ups using soft toss balls that are less likely to be hit over a fence or cause injury to players and recreational users of the park. During my interview with Arden Little League it appeared that some policies are in place, however, MORPD should create consistent policies for all users of the park.
- D. MORPD should consider the use and implementation of a Master Calendar for all authorized uses and events throughout the District. The Master Calendar can be used by the community to plan activities and events and will inform neighbors of scheduled activities at various parks and facilities throughout the District.

Director's Conclusions

Valley Oak Park is a community park used by a variety of users including Arden Little League, Arden Park Soccer Club, MORPD, and community users. The park is primarily used for youth sports and provides an opportunity for organized, safe recreation. Community use of parks has changed over the past three decades and casual unorganized use of parks is slowly being overtaken by organized youth sports and programming. These changes are a reflection of the needs of the community as families no longer feel safe allowing their children free unsupervised play.

Safety concerns in our communities' state wide are driving a need for organized youth sports. Arden Little League, Arden Park Soccer Club and MORPD are providing vital programs that are the new norm of recreation and sports in our community. They are reacting to the needs and demands of their neighborhoods by providing sports and recreation opportunities that promote the health and well-being of the youth in our community. The changes recommended in this report will help decrease the impact of activities at the park but will not meet the expectations from the complainants which included a decrease in programming at the park. As a community recreation service provider, MORPD has the obligation to provide safe recreation opportunities for the community which includes programmed sports and special events. These demands are created by and from the surrounding community in which MORPD serves and MORPD has an obligation to support the recreation demands of the community.

MORPD has the added responsibility of being a good neighbor and ensuring the community groups they partner with share that same responsibility. Adjustments to the amplified sound

policies, maintenance practices and a careful evaluation of and control of special events at the park will ensure that the users are being a good neighbor to the surrounding community. Policies and procedures for minimizing impacts when possible should be implemented and procedures for clear communication with the surrounding community are vital to the long term livability of our community.

Sample Sound Amplification Policy for Mission Oaks Recreation and Park District

Purpose:

This sound amplification policy governs the use of amplified sound by individuals and groups at all parks and facilities managed by Mission Oaks Recreation and Park District and is subject to the provisions in Sacramento County Code 9.36.072. It is noted that Sacramento County Code 6.68.090 exempts certain activities conducted in publicly owned parks; however the policies adopted by MORPD are intended to minimize the impacts associated with the use of Parks and Facilities by other groups.

Application:

This policy applies to all individuals and groups who use MORPD parks and facilities. This policy does not apply to MORPD events or activities.

Provisions:

- A. Subject to Sacramento County Code 9.36.072 all groups who desire to use amplified are required to obtain a permit from MORPD.
- B. Permits shall be issued to individuals or groups subject to the following limitations.
 - a. Sound shall be directed at the intended recipient of the amplified sound.
 - b. Volume shall be set at a level to minimize impacts to the surrounding community and the other users of the park or facility.
 - c. Use of bullhorns and other hand carried voice amplification devices shall be restricted unless determined to be necessary by the MORPD staff.
 - d. Sound shall not begin before 8am.
 - e. Sound permits will be issued for not more than 3 consecutive days unless determined by MORPD staff that sound is necessary for the success of the event, program, or activity.

Procedures:

- A. Any group who determines the need for amplified sound shall fill out an amplified sound request form.
- B. Request shall be evaluated by MORPD staff. If a permit is issued by staff the permit shall be posted on the MORPD web page and a copy of the permit shall be on site at all times during the event.
- C. While not all scenarios for the use of amplified sound can be anticipated, MORPD staff shall consider the following items when reviewing the permit request.
 - a. Other sound permits issued for the park or facility.
 - b. Frequency of amplified sound at the park or facility.
 - c. Length of time the amplified sound will occur.

STAFF REPORT



DATE: May 13, 2021

TO: MORPD Facilities Committee

FROM: J.R. Hichborn, Parks Superintendent

SUBJECT: MORPD Park Signage standards

BACKGROUND:

In the February 2021 Facilities Committee meeting, staff presented options for COVID-19 signs to be placed throughout the Mission Oaks parks. Those signs were approved for a “not to exceed” amount of \$3,000. In the March 2021 Facilities Committee meeting it was agreed upon that the \$3,000 could better be served towards an overall enhancement of all the Districts signage. Staff was instructed to put a signage standard together to provide consistency throughout the Districts parks.

Discussion:

Staff has created a site plan with optimal locations for signage in the Parks. The goal was to capture the attention of park patrons as they enter the park and in areas where the most congregation occurs. **Exhibit A** shows the proposed locations of the signs in the park. **Exhibit B** shows an illustration of the different signs intended to be put throughout the parks. **Exhibit C** specifies the types of signs in each park along with the amount, and the total cost of each sign. **Exhibit D** is an overall summary of the cost of the proposed signage replacement at 14 MORPD Parks.

Maddox Park



Shelfield Park



Ashton Park



Valley Oak Park



Sierra Oaks School Park



Oak Meadow Park



Oak Meadow (open space)



Orville Wright Park



Windemere Park



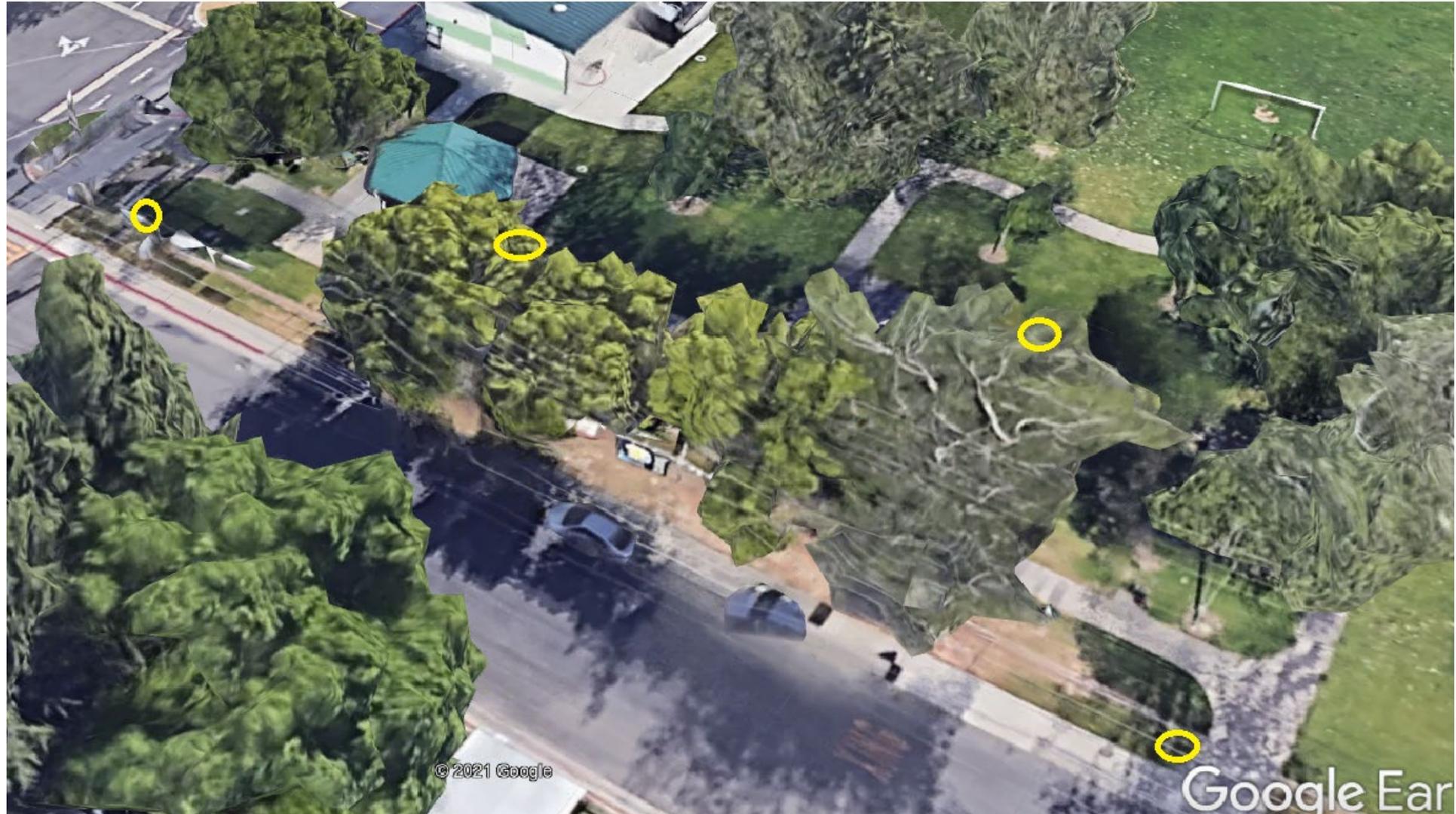
Gibbons Park



Eastern Oak Park



Cowan School Park



Hazelwood Greens



Mission North Park



A dark blue, irregularly shaped graphic with a splatter effect, containing the text "Sign specifications". The graphic has a rough, hand-painted appearance with various shades of blue and white splatters around its edges. The text is centered within the dark blue area in a white, sans-serif font.

Sign specifications

Exhibit B



Message

Center

\$1,350

Width

56.25"

Height 77"



Wall mount
information
board

\$700

Width 31"

Height
39.25"



Large
Hexagon
Information
center
\$7,000
Width
91.75"
Height
82.75"



Vertical small
information
board

\$600

Width 23.5"

Height 76"



Generic reflective
aluminum signs
\$50
12" X 18"



Metal signpost with hardware
\$62

Park Signs



Maddox Park

(4) Dogs off leash signs	\$200
(4) Park Rules signs	\$200
(4) Sign posts	\$248
(1) message center	\$1,350
Total	\$1,998

Shelfield Park

(5) Dogs off leash signs	\$250
(5) Park Rules signs	\$250
(5) Sign posts	\$310
(1) message center	\$1,350
(2) Wall mount information boards	\$1,400
Total	\$3,560

Ashton Park

(5) Dogs off leash signs	\$250
(5) Park Rules signs	\$250
(5) Sign posts	\$310
(4) message center	\$5,400
(4) Wall mount information boards	\$2,800
(1) Vertical small information board	\$600
Total	\$9,610

Valley Oak Park

(5) Dogs off leash signs	\$250
(5) Park Rules signs	\$250
(5) Sign posts	\$310
(2) message center	\$2,700
(3) Observation boards	\$600
Total	\$4,110

Sierra Oaks School Park

(5) Dogs off leash signs	\$250
(5) Park Rules signs	\$250
(5) Sign posts	\$310
(1) message center	\$1,350
(2) Wall mount information boards	\$1,400
(1) Vertical small information board	\$600
Total	\$4,160

Oak Meadow Park

(5) Dogs off leash signs	\$250
(5) Park Rules signs	\$250
(5) Sign posts	\$310
(1) message center	\$1,350
Total	\$2,160

Oak Meadow open space

(4) Dogs off leash signs	\$200
(4) Park Rules signs	\$200
(4) Sign posts	\$248
Total	\$648

Swanston Park

(11) Dogs off leash signs	\$550
(11) Park Rules signs	\$550
(11) Sign posts	\$682
(3) message center	\$4,050
(2) Wall mount information boards	\$1,400
(1) Large Hexagon information center	\$7,000
Total	\$14,232

Orville Wright Park

(5) Dogs off leash signs	\$250
(5) Park Rules signs	\$250
(5) Sign posts	\$310
(1) message center	\$1,350
Total	\$2,160

Windemere Park

(3) Dogs off leash signs	\$150
(3) Park Rules signs	\$150
(3) Sign posts	\$186
(1) message center	\$1,350
Total	\$1,836

Gibbons Park

(12) Dogs off leash signs	\$600
(12) Park Rules signs	\$600
(12) Sign posts	\$744
(2) message center	\$2,700
(4) Wall mount information boards	\$2,800
(1) Large Hexagon information center	\$7,000
Total	\$14,444

Eastern Oak Park

(12) Dogs off leash signs	\$600
(12) Park Rules signs	\$600
(12) Sign posts	\$744
(3) message center	\$4,050
(4) Wall mount information boards	\$2,800
(1) Vertical small information board	\$600
Total	\$9,610

Cowan School Park

(3) Dogs off leash signs	\$150
(3) Park Rules signs	\$150
(3) Sign posts	\$186
(1) message center	\$1,350
Total	\$1,836

Hazelwood Greens

(4) Dogs off leash signs	\$200
(4) Park Rules signs	\$200
(4) Sign posts	\$248
Total	\$586

Mission North Park

(7) Dogs off leash signs	\$350
(7) Park Rules signs	\$350
(7) Sign posts	\$434
(1) message center	\$1,350
(6) Observation boards	\$ 0
(1) Large Hexagon information center	\$7,000
Total	\$9,484

Exhibit D

Park	Price
Maddox Park	\$ 1,998
Shelfield Park	\$ 3,560
Ashton Park	\$ 9,610
Valley Oak Park	\$ 4,110
Sierra Oaks School Park	\$ 4,160
Oak Meadow Park	\$ 2,160
Oak Meadow open space	\$ 648
Swanston Park	\$ 14,232
Orville Wright Park	\$ 2,160
Windemere Park	\$ 1,836
Gibbons Park	\$ 14,444
Eastern Oak Park	\$ 9,610
Cowan School Park	\$ 1,836
Hazelwood Greens	\$ 586
Mission North Park	\$ 9,484
Total	\$ 80,434

STAFF REPORT



DATE: May 10, 2021
TO: MORPD Facilities Committee
FROM: J.R. Hichborn, Parks Superintendent
SUBJECT: Mission Oaks Recreation and Park District Park Patrol services

BACKGROUND:

The District contracts out its park patrol services with two (2) agencies; Fulton El Camino Recreation and Park District Police Department (FECRPD) and the Sacramento County Sheriff off duty officers. Each agency has different services that are advantageous to the District.

The District contracts park patrol services with FECRPD for twenty-eight (28) hours per week at \$65 per hour, \$94,640 annually. FECRPD can make arrests and issue citations when needed. FECRPD provides the District with monthly citation reports which are then reformatted and presented to the Advisory Board monthly. FECRPD does not have a central dispatch and cannot respond to crimes as they occur. FECRPD does respond to requests made by the District to address specific violations in the parks during a specified window of time via emails to the police sergeant. FECRPD services are shared with several other districts in the area including the other two (2) dependent Park Districts in Sacramento County. FECRPD does not have specified shifts with the District.

The District also contracts with Sacramento County Sheriff's off duty deputies for park patrol services 20 hours per week at \$85.59 per hour, \$89,014 annually. SCS can make arrests and issue citations when needed. SCS have set shifts agreed upon with the District, these shifts are typically Thursday through Saturday 8 pm to 5 am in the spring and summer and 6 pm to 3 am Friday and Saturday in the fall and winter. SCS officers communicate with the District via phone calls and text messages prior to and during their shifts. SCS submits patrol logs after their shifts, which are then reformatted and presented to the Districts Advisory Board monthly via a staff report.

DISCUSSION:

A third option is a private security company. While the District would need to create a request for proposal (RFP) with a scope of work to receive a specific price for security services, other Districts are paying about \$35 per hour per officer for contracted security services. Private security does not have the ability to issue citations or make arrest. Private security acts as a deterrent in the parks and will provide daily, weekly, and monthly reports. Private security operates on a set schedule determined by the District. A private security company would provide an account manager to meet with District staff on a regular basis.

RECOMMENDATION:

Review and discuss the advantages and disadvantages of each contracted security services option.

Fulton-El Camino Park District Police Department
James R. Brown, CHIEF



Contract Order

June 1, 2020

To: District Administrator

From: James R. Brown, Chief

Subject: **Contract Order 2020-21 Mission Oaks Rec & Park District Contract Services**

This agreement is made and entered into as of July 1st, 2020, by and between the Mission Oaks Recreation and Park District, a political subdivision of the State of California formed pursuant to Public Resources Code Section 5780, et seq, hereinafter referred to as "MORPD", and the Fulton-El Camino Recreation and Park District, political subdivision of the State of California formed pursuant to Public Resources Code Section 5780, et seq, hereinafter referred to as "FECRPD".

I. STANDING SERVICES

MORPD contracts for supplemental police patrol services at an average of twenty-eight (28) hours of police services during the weekdays through June 30, 2021. Officers will focus on using more hours in spring and summer and less in fall and winter. The Fulton-El Camino Park District Police Department supervision will incorporate these hours into varied patrol shifts throughout the year based on needs with a daytime emphasis. Officers scheduled to provide services to MORPD will incorporate patrol coverage of MORPD properties and events into their daily shifts. Patrol at MORPD is to be done in the uniform of the day as prescribed by the Watch Commander and in a marked police vehicle unless otherwise directed for a special assignment.

The focus of services for MORPD will be to discourage violation of park regulations, disorderly conduct, and criminal activity through the issuance of warnings and citations and the making of arrests when necessary. Officers of this department will utilize the tools at their discretion to change the behavior of those who are violating county, state or federal laws and ordinances. Some tools are, but not limited to, in-custody arrests, citations and providing an individual with resource(s) information to assist in resolving the root cause of any problem. MORPD wants a specific focus on transient and criminal activity at Swanston Park while monitoring quality of life and off-leash animal issues throughout all the district properties. Our services may include providing security at special events hosted by MORPD at MORPD facilities.

FECRPD Officers will track the time spent on MORPD patrol on their time sheets separate from other activities. Officers who spend more time on an MORPD event than allotted by the scheduled hours will contact their supervisors and advise them of the reason for the additional time so that future service hours can be adjusted.

Calls for Service-

Should officers become aware of a pending call for service in MORPD during a time period that patrol coverage is not scheduled, the officers may respond to the call for service if the call fits the following criteria:

- A. The call is a priority 5 or higher
- B. The available officer is within a 20-minute response time
- C. The type of call is such that the likelihood the reported activity will still be occurring when FECRPD officers arrive on scene is high
- D. Insufficient personnel with the Sacramento Sheriff's Office are already responding

Only upon supervisor approval should an officer respond to a pending call for service in MORPD that falls outside the above listed criteria.

Officers that respond to calls for service outside scheduled MORPD hours must notify the scheduling supervisor before the end of their shift so that future service hours can be adjusted to compensate for the response.

II. TERM

This agreement shall be effective and commence as of the date first written above and shall continue in full force and effect until terminated by one of the parties pursuant to paragraph XXI herein.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To: MORPD

Administrator, MORPD
3344 Mission Ave.
Carmichael, CA 95608

To: FECRPD

General Manager, FECRPD
2201 Cottage Way
Sacramento, CA 95825

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

FECRPD and MORPD shall observe and comply with all applicable Federal, State, and local regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

- a. FECRPD and its personnel shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies related to Park Police. Failure to maintain the licenses, permits, certificates and credentials by FECRPD to provide services under this Agreement shall be deemed a material breach of this Agreement and constitute grounds for termination by MORPD.
- b. FECRPD further certifies to MORPD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. FECRPD certifies that it shall not contract with any Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

FECRPD shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to FECRPD services.

VIII. STATUS OF CONTRACTOR

- A. It is understood and agreed that FECRPD, including its employees, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. FECRPD's assigned personnel shall not be entitled to any benefits payable to employees of MORPD. MORPD is not required to make any deductions or withholdings from the compensation payable to FECRPD under the provision of this Agreement, and as an independent contractor. FECRPD hereby indemnifies and holds MORPD harmless from any and all claims that may be made against MORPD based upon any contentions by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that FECRPD in the performance of its obligation here under is subject to the control of direction of MORPD as to, only, the designation of tasks to be performed. MORPD has no authority or control over FECRPD as to the means, methods, or sequence used to perform the designated tasks. MORPD has no

authority to supervise the means, methods, or sequences used by FECRPD in performing the designated tasks. MORPD has no authority or responsibility to train FECRPD employees on how to properly perform the designated tasks.

- C. If, in the performance of this Agreement, any third persons are employed by FECRPD, such person shall be entirely and exclusively under the direction, supervision, and control of FECRPD. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by FECRPD, and MORPD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of MORPD, neither FECRPD nor their assigned personnel shall have any entitlement as a MORPD employee, right to act on behalf of MORPD in any capacity whatsoever as agent, nor to bind MORPD to any obligation whatsoever, FECRPD and their assigned personnel shall not be covered by worker's compensation; nor shall FECRPD or their assigned personnel be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by MORPD to employees of MORPD.
- E. It is further understood and agreed that FECRPD must issue W-2 and 941 Forms for income and employment tax purposes, for all of FECRPD's assigned personnel under the terms and conditions of this Agreement.

COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

IX. BENEFITS WAIVER

FECRPD acknowledges and agree FECRPD is not entitled to receive the following benefits and or compensation from MORPD: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rules, the Sacramento county Employees' Retirement System and/or any and all memoranda of understanding between MORPD and its employee organizations. Should FECRPD or any employee or agent of FECRPD seeks to obtain such benefits from MORPD, FECRPD agrees to indemnify and hold harmless MORPD from any and all claims that may be made against MORPD for such benefits.

X. CONFLICT OF INTEREST

FECRPD and their officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially effected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. NONDISCRIMINATION IN EMPLOYEMENT, SERVICES, BENEFITS AND FACILITIES

- A. FECRPD agrees and assumes MORPD and any subcontractors shall comply with all applicable federal, state and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of MORPD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition, or physical or mental disability. FECRPD shall ensure that the evaluations and treatment of its employees and applicants for the employment the treatment of MORPD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. FECRPD represents that it is in compliance with and agrees that it will continue to comply with all equal employment laws including, but not limited to Title VII of the Civil Rights Act of 1964 (42 USC 2000 et seq.) the Americans with Disabilities ACT of 1990 (42 U.S.C. 12101 et seq.), the Fair Employment and Housing Act (Government Code 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. FECRPD agrees to compile data, maintain records and submit to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. FECRPD shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XII. INDEMNIFICATION

To the fullest extent permitted by law, FECRPD shall indemnify, defend, and hold harmless MORPD and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of FECRPD, arising out of, pertaining to, or

resulting from the acts or omissions of FECRPD, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of FECRPD, or for which FECRPD is legally liable under law except only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. FECRPD shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of FECRPD or any of its agents, officers, employees, or volunteers in its or their performance hereunder.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to FECRPD. FECRPD shall defend the Indemnified Parties with counsel reasonably acceptable to Indemnified Parties. Notwithstanding the foregoing, the Indemnified Parties shall be entitled, on their own behalf, and at the expense of FECRPD, to assume control of their defense or the defense of an Indemnified Party in any legal action, with counsel reasonably selected by the Indemnified Parties. Should the Indemnified Parties elect to initially assume control of their defense, or the defense of any Indemnified Party, they do so without prejudice to their right to subsequently request that FECRPD thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIII. INSURANCE

Without limiting FECRPD's indemnification, they shall maintain in force at all times during the term of this Agreement and any extensions or modification thereto, insurance as specified in Exhibit A. It is the responsibility of FECRPD to notify its insurance advisor or insurance carries regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. It is understood and agreed that MORPD shall not pay any sum to FECRPD under this agreement unless and until MORPD is satisfied, by receipt of a copy of the policy or Certificate of Insurance, that all insurance required by this Agreement are in force at the time services hereunder are rendered.. Failure to maintain insurance as required in this Agreement may be grounds for material breach of this Agreement.

XIV. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement is as follows:

1. MORPD agrees to compensate FECRPD for all Park Police hours necessary to respond to and resolve calls for law enforcement services requested by MORPD and/or the general public, at the rate of \$65.00 per hour, per Park Police Officer, including their use of a police vehicle.
 2. In the case of "Special or Rental Events", a patrol vehicle will be included with one and/or two officers. The rate charged will be \$70.00 per hour, per officer.
- B. Invoices shall be submitted to MORPD no later than the fifteenth (15th) day of each month following the invoice period and MORPD shall pay FECRPD within thirty (30) days after receipt of an appropriate and correct invoice.
- C. FECRPD shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; and, applicable overhead and indirect expenditures.
- D. In the event FECRPD fails to comply with any provisions of this Agreement, MORPD may withhold payment until such non-compliance has been corrected.

XV. SUBCONTRACTS ASSIGNMENT

- A. FECRPD shall obtain prior written approval from MORPD before subcontracting any of the services delivered under this agreement. FECRPD remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. FECRPD shall be held responsible by MORPD for the performance of any subcontractor whether approved by MORPD or not. Failure to obtain the prior written approval from MORPD prior to subcontracting any of the services required under this Agreement shall be considered a material breach of this Agreement.
- B. This Agreement is not assignable by FECRPD in whole or in part, without the prior written consent of MORPD.

XVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon MORPD unless agreed in writing by MORPD's Administrator and counsel for MORPD.

XVII. SUCCESSORS

This Agreement shall bind the successors of MORPD and FECRPD in the same manner as if they were expressly named.

XVIII. TIME

Time is of the essence of this Agreement.

XIX. INTERPRATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement, and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them-selves. Pending resolution of any such dispute, FECRPD shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. MORPD shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXI. TERMINATION

- A. Either party may terminate this Agreement without cause upon forty-five (45) days written notice to the other party. Notice shall be deemed served on the date of receipt.
- B. MORPD may terminate this Agreement for cause immediately upon giving written notice to FECRPD should FECRPD materially fail to perform any of the covenants contained in this Agreement in any time or manner specified.
- C. FECRPD shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses' obligations to a third party that FECRPD can legally cancel.

REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXII. AUDITS AND RECORDS

Upon MORPD's request, MORPD or its designee shall have the right at reasonable times and intervals to audit, at FECRPD's premises, FECRPD's financial and program records as MORPD deems necessary to determine FECRPD's compliance with legal and contractual requirements and the correctness of claims submitted by FECRPD. FECRPD shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon MORPD's request at FECRPD expense. MORPD shall have the right to withhold any payment under this Agreement until FECRPD has provided access to FECRPD's financial and program records related to this Agreement.

XXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between MORPD and FECRPD regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between MORPD and FECRPD regarding the subject matter of this Agreement are hereby terminated effective June 30, 2020 upon full execution of this Agreement.

SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXIV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXVI. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.



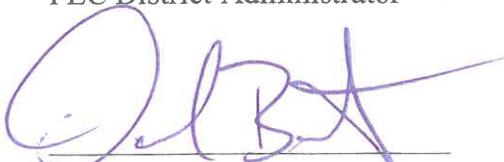
James R. Brown
Chief of Police

05/01/2020
Date



Mike Grace
FEC District Administrator

5/7/2020
Date



Daniel Barton
MORPD District Administrator

7-30-2020
Date

Fulton-El Camino Park District Police Department Insurance Requirements

Without limiting FECRPD's indemnification, FECRPD shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the FECRPD, his agents, representatives or employees. MORPD shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for MORPD and for members of the public, MORPD may require FECRPD to obtain insurance sufficient in coverage, form and amount to provide adequate protection MORPD's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

FECRPD shall furnish MORPD with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** MORPD may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of MORPD and the general public is adequately protected. All certificates or evidences of self-insurance are to be received and approved by MORPD before performance commences. MORPD reserves the right to require that FECRPD provide complete copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, FECRPD's insurer may voluntarily provide complete copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **UMBRELLA or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at

least follows from over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

5. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance.

Minimum Limits of Insurance

FECRPD shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000

2. Automobile Liability: \$2,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$5,000,000 per claim and aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and accepted by MORPD.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the agreement or the beginning of Agreement performance by FECRPD.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, FECRPD must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **ADDITIONAL INSURED STATUS:** MORPD and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the FECRPD; products and completed operations of the FECRPD; premises owned, occupied or used by the FECRPD; or automobiles owned, leased, hired or borrowed by the FECRPD. The coverage shall contain no endorsed limitations on the scope of protection afforded to Regional San and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Applicable to General Liability and, Auto Liability Policies.

The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 2010 1001 and ISO Form CG 2037 1001 additional insured endorsements, or such other endorsement or coverage form as acceptable to the Risk Management Department.

2. **PRIMARY INSURANCE:** For any claims related to this agreement, the FECRPD's insurance coverage shall be endorsed to be primary insurance as respects MORPD and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by MORPD or the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of the FECRPD's insurance and shall not contribute with it. This is applicable to General Liability and Auto Liability policies.
3. **FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MORPD and the County, their respective governing boards, officers, directors, officials, employees, agents or volunteers. Applies to policies in which MORPD and the County are named as an additional insured.
4. **SEVERABILITY OF INTEREST:** FECRPD's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. This is applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The FECRPD shall maintain all insurance coverages in place at all times and provide Regional San with evidence of each policy's renewal within ten (10) days of its anniversary date. FECRPD is required by this Agreement to immediately notify Regional San if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed.

FECRPD shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage scope or limits.

Failure to maintain required insurance in force shall be considered a material breach of the Agreement. Applicable to all policies.

6. **WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against MORPD and the County, their respective governing boards, officers, directors, employees and authorized agency and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the FECRPD.

7. **PROFESSIONAL LIABILITY:**
PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of Regional San and the general public are adequately protected.

8. **SUBCONTRACTORS:** FECRPD shall require all subcontractors to maintain adequate insurance. Subcontractors shall name FECRPD as additional insured on their General Liability policies. FECRPD shall maintain copies of certificates of insurance and additional insured endorsements as provided by FECRPD's subcontractors. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

9. **NOTIFICATION OF CLAIM:** If any claim for damages is filed with FECRPD or if any lawsuit is instituted against FECRPD, that arise out of or are in any way connected with FECRPD's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect MORPD and County, FECRPD shall give prompt and timely notice thereof to MORPD and County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.