

REPORT TO CITY COUNCIL

DATE: JULY 12, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: APPROVE AGREEMENT FOR IMPROVEMENTS AND USE OF RECREATIONAL FACILITIES AT FOREST COVE PARK AND OLD AGOURA PARK

Agoura Pony Baseball (APB) is a local, non-profit Pony baseball organization that has been serving Agoura Hills and the surrounding communities since 1992. APB provides baseball practices, activities, tournaments, and league play to children of all ages. APB has partnered with the City of Agoura Hills (City) over the use of the ballfields located at three parks, including Forest Cove, Old Agoura, and Chumash Parks. The City constructed public park restrooms in both Forest Cove and Old Agoura Parks that included roll-up doors so APB could utilize the storage space as a snack shack during baseball games.

Over the years, APB has collaborated with the City on maintaining and servicing the fields, which has included dragging the fields, adding infield mix, maintaining the turf, and managing the bases. Although the City handles the weekly maintenance of the park, APB has always supported this additional type of maintenance at no cost to the City. In preparation for the upcoming fall baseball season, APB is requesting to make further improvements to both Forest Cove and Old Agoura Parks in order to accommodate their players in the Shetland Group, who are between the ages of five and six. Those improvements include upgrades, such as removing existing decomposed granite, adding turf infield, rebuilding hitting and mound areas, adding irrigation and installing new base plugs, pitching mounds, and home plates. APB will contract with a landscape company who works with APB on other ballfields in the area.

This improvement work being proposed by APB has been discussed and reviewed with the Community Services Subcommittee.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Improvements and Use of Recreational Facilities at Forest Cove Park and Old Agoura Park.

Attachment: Agreement for Improvements and Use of Recreational Facilities at Forest Cove Park and Old Agoura Park

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Agoura Pony Baseball

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Chris Bole

CONTRACTOR'S ADDRESS: 5739 Kanan Road #227
Agoura Hills, CA 91301

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Amy Brink

COMMENCEMENT DATE: July 12, 2023

TERMINATION DATE: July 11, 2024

CONSIDERATION: Contract Price
Not to Exceed: \$ 0/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

AGREEMENT FOR IMPROVEMENTS AND USE OF RECREATIONAL FACILITIES AT FOREST COVE PARK AND OLD AGOURA PARK

This Agreement is made and entered into this 12th day of July, 2023, by and between the CITY OF AGOURA HILLS, a municipal corporation, (hereinafter "City") and AGOURA PONY BASEBALL, INC a 501c3 Non-Profit Organization, (hereinafter "Permittee").

RECITALS

- A. The City owns and maintains Forest Cove Park and Old Agoura Park.
- B. The Permittee requires the use of baseball diamonds for its youth baseball league program.
- C. In order for the baseball diamond to be suitable for use by the Permittee, improvements must be installed which are significantly different from the improvements that the City would normally construct and install on the baseball diamond. Specifically, among other things, the Permittee requires infield turf, an irrigation system, and infield mix.
- D. The City would not construct and install the improvements that exceed those necessary for general recreational use unless the Permittee agreed to pay for the additional cost of the upgrades.
- E. The Permittee desires to construct and install the upgrades that exceed those necessary for general recreational use unless the Permittee agreed to pay for the additional cost of the upgrades.
- F. The Permittee desires to pay for the upgrades so that the baseball diamonds are improved in a manner suitable for the use by the Permittee.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants and hereinafter set forth, the parties here to agree as follows:

1. **Baseball Diamond Improvements**. The City shall permit the following improvements at baseball diamonds in Forest Cove Park and Old Agoura Park (the "Project"). The baseball diamond improvements at Forest Cove Park shall include decomposed granite removal, sod installation, irrigation, and base installations as listed in Exhibit A. The baseball diamond improvements at Old Agoura Park, shall include, but not necessarily be limited to turf installation, irrigation, hitting area rebuild, and clay brick installation on the mound landing. Any additional and future improvements must be approved by the CITY prior to implementation.
2. **Payment for Additional Improvements**. Permittee shall be responsible for paying for the actual cost of the upgrades as specifically outlined in Exhibit A. In exchange for the payment of the improvements, the City will agree to provide Agoura Pony Baseball with a priority status for scheduling field use.

3. **Term of the Agreement.** This Agreement shall be for a term of one year. Thereafter, it may be renewed once each year on or before the expiration date. No one extension or renewal may be for more than one year.
4. **Use of the Baseball Diamond.** The City hereby grants to the Permittee a non-exclusive permit to use the baseball diamond for its youth baseball league program in accordance with the requirements of this Agreement as set forth in the schedule attached hereto Exhibit B and subject to the City's reservation fees as determined by the City Council. The Permittee shall notify the City as soon as practical when the Permittee will not require use of the baseball diamond during a time that the schedule otherwise assigns the Permittee use of it.
5. **Maintenance of the Baseball Diamond.** The Permittee shall maintain the lining or marking of the baseball diamond and the "dragging" of the areas that are not planted. Permittee shall be responsible for the field preparations for its games and practices. After each use by Permittee, Permittee shall have the baseball diamond and adjacent areas, including the parking lot, in a clean and serviceable condition for the use by the City and general public.
6. **Use of Special Facilities, Equipment, and Services.** In the event the Permittee desires use of facilities, equipment, and services which will result in expense to the City beyond those expenses which will normally be incurred for routine maintenance operation of the field, facilities, and equipment covered by this Agreement; the Permittee shall pay for all such additional expenses. Payments for said expenses shall be made through the City at the discretion of the City directly to the entity providing such facilities, equipment, or services. Facilities, equipment, and services for which the Permittee shall be financially responsible shall include, but not limited to, the following: (A) Charges for law enforcement officers or private security officers. (B) Charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use of the Permittee. (C) Portable restrooms during the League season.
7. **Damage and Repair.** In the event that the Permittee's use of the baseball diamond results in damage or destruction of City property, other than normal wear and tear, Permittee shall reimburse the City its actual cost of repair or replacement of the property. At its sole discretion, the City may allow the Permittee to repair or replace such property in lieu of reimbursing the City its costs.
8. **Indemnification.**
 - A. This Agreement is made upon the express condition that the City shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the Permittee's use of the baseball diamond, facilities, and equipment which are the subject of this Agreement. The Permittee hereby assumes all risk of damage to persons and property in or upon the baseball diamond, facilities, which are the subject of this Agreement during such time as said baseball diamond, facilities, and equipment shall be used under this Agreement, from any

cause of source whatsoever, and the Permittee, and all others using said baseball diamond, facilities and equipment under this Agreement thereby waive any and all claims against the City for damage to persons or property in, or about said baseball diamond, facilities or equipment. Permittee shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, including costs of investigation, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Permittee, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement or resulting from or associated with the use of said baseball diamond, facilities and equipment under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Permittee shall defend Indemnitees at Permittee's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Permittee shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Permittee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Permittee or Indemnitees. All duties of Permittee under this Section shall survive termination of this Agreement.

- B. Permittee shall require any contractors it retains to do any works pursuant to this Agreement to agree to indemnify, defend, and hold harmless the Indemnitees from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the contractor's performance of its agreement with Permittee. In addition, Permittee shall require its contractors to carry, maintain, and keep in full force and effect an insurance policy or policies, and the Indemnitees, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the contractor's work, consistent with the insurance requirements listed in Section 9 of this Agreement. These requirements will also apply to any subcontractors hired by the contractors.

9. **Insurance Requirements.** Prior to commencement of work, Permittee shall procure, provide, and maintain, at Permittee's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Permittee, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Permittee owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Permittee has no employees while performing under this Agreement, worker's compensation insurance is not required, but Permittee shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Permittee shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Permittee arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation insurance is required only if Permittee employs any employees. Permittee warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Permittee; products and completed operations of the Permittee; premises owned, occupied or used by the Permittee; or automobiles

owned, leased, hired or borrowed by the Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Permittee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Permittee'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.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Permittee agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Permittee shall furnish the City with original endorsements, specifically naming the City of Agoura Hills as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. **Compliance with Laws.** The Permittee shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those

employed by it or in any way affect the performance of its service pursuant to this Agreement. The Permittee shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Permittee to comply with this section. This Agreement may call for work that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to works under this Agreement that may be "public works", Permittee shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit D.

11. **Assignment.** This agreement may not be assigned or transferred to any individual or entity. The Permittee shall not authorize the use of the baseball diamond to any individual or entity outside of Permittee's organization.
12. **Exhibits.** The following exhibits to this Agreement are incorporated herein by reference as though fully set forth herein:

Exhibit A – Forest Cove Park and Old Agoura Park Improvements

Exhibit B – Facility Use Permit

Exhibit C – California Labor Code Compliance

13. **Notices.** Any notice required or contemplated by this Agreement, or which must be made from time-to-time in the implementation of the terms of this Agreement, shall be given in writing by first class mail to the following responsible representatives of the parties (which shall not be changed unless written notice of such change is provided to the other party):

CITY:	City Manager City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301
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PERMITTEE:	Agoura Pony Baseball, INC 5739 Kanan Road #227 Agoura Hills, CA 91301
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14. **Failure of Performances.** Failure of the Permittee to comply with any of the terms, conditions, provisions, or requirements of this Agreement, or of any other agreement under which the Permittee has acquired use of the baseball diamond, facilities, and equipment, which are the subject of this Agreement, or any other applicable ordinance, rule, regulation, or provision of law, in the sole discretion of the City, shall terminate this Agreement. Prior to such termination, the City shall provide the Permittee with a written notice of default which describes the grounds for such default and provides the Permittee thirty days to cure such default to the satisfaction of the City. If such default is not satisfactorily cured in a timely manner and if the City terminated this Agreement pursuant to this paragraph, the Permittee shall immediately cease use of said baseball diamond, facilities, and equipment

and remove all of its equipment and other personal property from sale within a period of ten (10) days following such termination. If the Permittee has modified the baseball diamonds, facilities, and equipment any way, it shall if so requested by the City, restore the property to the condition existing prior to such use within a reasonable period of time after termination which shall, in no event, exceed ninety (90) days. In the event that the Permittee does not remove its property within ten (10) days following termination, said property shall be deemed abandoned by the Permittee and shall become the property of the City. In such event, the City may either use, or otherwise dispose of same in its sole discretion. If the City incurs costs in connection with disposal of said property, the Permittee shall pay all such costs. In the event that the City requests restoration of the baseball diamond, facilities, and equipment used by the Permittee to their condition prior to such use, except for normal wear and tear, and of the Permittee fails or refuses to restore same, the City may, at its option to do so, and in such event all costs incurred by the City in this regard, shall be paid by the Permittee upon demand by the City.

15. **Termination.** In the event that the City determines that the baseball diamond, facilities, and equipment which are the subject of this Agreement are needed for other use by the City or community, or the City chooses not to finance the project, the City may terminate this Agreement upon the giving of 180 days written notice to the Permittee. Upon the giving of written notice and expiration of said period, all rights of the Permittee under this Agreement shall terminate. If the Agreement is terminated by the City for reasons other than those contained in Section 14, the City agrees to refund the Permittee a pro-rated portion of any payments made by Permittee to the City for additional improvements.
16. **Entire Agreement.** It is understood and agreed that no promise, inducement or agreement not here in expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto with reference solely to the matter herein addressed.
17. **Advice of Counsel.** The advice of legal counsel has been obtained by the parties prior to the execution of this Agreement. All parties hereby execute this Agreement voluntarily with full knowledge of its significance.
18. **Enforcement of Agreement.** In the event of a violation of this Agreement, the parties shall have available all remedies at law or in equity available, which remedies shall include, by way of illustration but not limitation, suits for injunctive or declaratory relief, specific performance, relief in the nature of mandamus or actions for damages; all of said, remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election with respect to any other available remedy. The parties acknowledge and agree that in the event of any breach of this Agreement, by either party, monetary damages would be an inadequate remedy.
19. **Attorney's Fees.** If any party here to needs to Employ an attorney or incur attorney's fees or costs by reason of any failure by another party or parties to perform any duties provided in this Agreement, if such action is successful, the

party against whom such enforcement is sought, in addition to, their other duties herein, shall pay reasonable attorney's fees and costs associated with enforcement of this Agreement.

20. **Interpretation.** This Agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contract under the laws of the State of California.

21. **Representations and Warranties.**

- A. The Permittee represents and warrants to the City that this Agreement has been duly authorized, executed and delivered, and constitutes the legally binding obligation of AGOURA PONY BASEBALL, INC, enforceable in accordance with its terms; and,
- B. The City represents and warrants to Permittee that this Agreement has been duly authorized, executed and delivered, and constitutes the legally binding obligation of CITY, enforceable in accordance with its terms.

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

CITY OF AGOURA HILLS

Chris Anstead,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

PERMITTEE

Agoura Pony Baseball, Inc.
5739 Kanan Road #227
Agoura Hills, CA 91301
Chris Bole, League President
(805) 768-4495
Tax ID # 95-4347941

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Forest Cove Park Improvements (includes labor, material, and delivery fees to the one existing baseball diamond):

1. Install approximately 20 yards of 50/50 soil mix
2. Decomposed granite removal and re-installation
3. Irrigation installations, to include adjusting four outfield sprinklers and six infield sprinklers
4. Sod installations
5. Laser level to include grading, making it more uniformly sloped
6. Base installations, to include reinstalling base plugs at 50' and 60' with new home plate and pitching rubber at 38' from home plate

Old Agoura Park Improvements (includes labor, material, and delivery fees to the one existing baseball diamond):

1. Cut and roll existing turf, level the entire infield, including removing lips, mound, etc.
 - a. Rebuild the hitting area and mound, install clay bricks on the mound landing area and batters boxes
 - b. Purchase 50/50 topsail for under sod leveling
 - c. Purchase clay bricks
2. Irrigation installations
 - a. Includes purchase and installation of 8 sprinklers, using existing irrigation pipes
3. Reseed Infield and surrounding areas, with spot coverage for sod
 - a. Purchase Grand Slam Perennial Rye mix
 - b. Purchase 480 square feet of Bermuda Tuff Tuff Sod
4. New base plug installation, pitching rubber and Homeplate
 - a. Includes the purchase of 3 new base plugs (including creation of cement anchor) rubber and mound

EXHIBIT B
FACILITY USE RESERVATION APPLICATION



PARK RESERVATION APPLICATION

Name of Applicant: _____ Today's Date: _____

Organization: _____ Activity: _____

Home #: _____ Cell #: _____ Work #: _____

Address: _____ City & Zip: _____

E-mail Address: _____ or _____

FACILITY: _____ Area: _____

Date(s) Requested: _____

Day(s) of Week: _____ Number of Participants: _____

Set up time: from _____ to _____ Decorations: Yes _____ No _____

Event time: from _____ to _____ Description: _____

Clean up time: from _____ to _____

Total hours: _____ multiplied by (#) _____ of days at \$ _____ per hour = \$ _____

APPLICANT ACKNOWLEDGEMENT

I hereby certify that I will abide by all rules, regulations, and ordinances of the City of Agoura Hills. As an individual or duly authorized representative of the sponsoring organization, I agree to defend and to hold harmless the City of Agoura Hills, together with its officers, officials, employees, volunteers, and agents for fires, floods, earthquakes, civil disturbances, pandemics, regulation of any public authority, and other causes beyond their control, against any and all liability and claim thereof for any injury, death, or property damage allegedly suffered by any person, occurring during and as a result of the exercise of the privileges and the permission hereby being granted to the sponsoring organization, its agents, and employees. My signature below indicates that I agree to be in attendance for the duration of the permit, and disseminate rules and event parameters to all invited guests. As an applicant, I have read and hereby agree to abide by the rules and regulations of the City of Agoura Hills, local, state, and federal guidelines. Failure to comply with any listed rules, regulations or ordinance may result in permit cancellation.

Applicant Signature _____ Date _____

FEES AND DEPOSITS (FOR OFFICE USE ONLY):

Ballfield	_____
Basketball Courts	_____
Multi-Purpose Field(s)	_____
Picnic Shelter	_____
OA Equestrian Arenas	_____
Tennis Courts	_____
Film Permits/Media Shoots	_____
Other	_____
Insurance Fee	_____
Processing Fee	\$ _____ 10.00
Security/Damage Deposit	_____
Total FEES:	_____

APPLICATION: Approved: _____ Denied: _____

Approved/Denied by: _____ Date: _____

Notes: _____

Processed by: _____ Date: _____

FACILITY REQUEST CANCELLED:

YES _____ DATE: _____

Complete if paying by Credit Card (By signing this form, I am agreeing to pay the reservation charges.)

Cardholder's Name _____ Cardholder's Signature _____

Date _____ Cardholder's phone number/email _____

Cardholder's Address _____

Credit Card # _____ Exp. Date _____ 3 Digit CVC number on back of card: _____

**PARK RESERVATION APPLICATION
VENDORS AND VENDOR INSURANCE**

Any outside vendor, whether a food vendor, entertainment such as face painters, temporary tattoo artists, characters, magicians, etc., must supply the City of Agoura Hills with insurance for the event. This will include a Certificate of Liability along with a Certificate of Endorsement naming the City of Agoura Hills as additionally insured and endorsed for the event, with the policy number on both documents. This documentation must be presented no later than 14 calendar days prior to your event. *You may also purchase additional insurance to cover a vendor from the City of Agoura Hills.* Please contact City staff for a price quote. **Insurance pricing is subject to change without notice.** Vendors must have **all** insurance requirements completely submitted, approved, and on file, with the City in order to participate in the event. See Insurance Section of the Application for complete documentation requirements.

Will a food vendor be supplying food for your event? Yes _____ No _____

Contact Name: _____ Company Name: _____

Address: _____

Phone Numbers: _____ E-Mail: _____

Will there be an entertainer for your event? Yes _____ No _____

If so, what services are they providing? _____

Contact Name: _____ Company Name: _____

Address: _____

Phone Numbers: _____ E-Mail: _____

Will there be a supply vendor (tables, chairs, photo booths, etc.) for your event?

Yes _____ No _____

Contact Name: _____ Company Name: _____

Address: _____

Phone Numbers: _____ E-Mail: _____

Is the City going to be the insurance provider for yourself? Yes _____ No _____

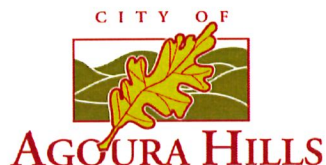
Is the City going to be the insurance provider for your vendor? Yes _____ No _____

Applicant Name

Phone Number

Applicant Signature

Date



DEPARTMENT OF COMMUNITY SERVICES

29900 Ladyface Court, Agoura Hills, CA 91301

Phone: (818)597-7361 Website: agourahillsrec.org

Email: agourahillsrec@agourahillscity.org

Hours: Monday-Thursday: 7:00am-5:00pm and Friday: 7:00am-4:00pm

PARK RESERVATION POLICIES, RULES, AND REGULATIONS

APPLICATION REQUIREMENTS

The City of Agoura Hills ("City") intends for all City parks to be operated in a manner appropriate for the entire community, and suitable for persons of all ages at all times. All City parks shall be made available on a non-discriminatory basis to all individuals, entities, groups, and non-profit organizations regardless of the viewpoint expressed or advocated by the person or persons utilizing the Facility. Designated areas of city parks, as set forth in the Park Reservation Rates exhibit, may be reserved for private use by an individual/family or by non-profit groups when city/recreational activities are not scheduled, and there are no prior reservations. Commercial use is not permitted in the parks. Filming/Media shoots are permitted and require an additional Film Permit.

Applicant must be at least 18 years of age. Applications, vendor information, and proof of insurance may be submitted via e-mail to agourahillsrec@agourahillscity.org, or in person by appointment only. Completion of the application, submittal of proof of insurance, and payment of the fees (reservation fees plus deposit) may be done via email with credit card or in person by appointment only. **Reservation is not confirmed until the City notifies you via e-mail or in writing with copy of payment receipt and signed permit attached. Your receipt of a Park Reservation Application packet does not constitute approval of the reservation.** Applications will be approved on a first come first serve basis, up to six (6) months prior to event. All fees are due in full along at the time the application is submitted.

The City reserves the right to not approve a Park Reservation Application. The City may impose additional requirements or conditions as deemed necessary to protect the health, safety, and welfare of the community. Applicant/Organization shall not use the Facility for: Conducting or promoting activities or uses that are prohibited by federal, state or local law; Activities that threaten the safety of any persons or organizations; or, Activities that promotes, fosters, or perpetuates discrimination on the basis of race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, parentage, marital status, medical condition, sexual identity, sexual orientation, as well as any other category protected by federal, state, or local laws. The approval, denial, or cancellation of any application for rental use will be determined by the Director of Community Services consistent with established policy. The Department of Community Services reserves the right to cancel any application upon one week's notice.

GENERAL RESERVATION INFORMATION

City staff are in charge at all times and have the authority to terminate activities if the user is not adhering to the approved application and use policies. Failure to comply with the policies may result in cancellation of the reservation and forfeiture of fees, as well as non-use of the parks for one year. Use of additional amplification/loud speakers and all rental equipment (canopies, tables, chairs, etc.) must be submitted on the application and insurance submitted and approved 14 calendar days prior to an event. Permissible sound levels are outlined in the packet, but the City reserves the right to allow City Staff to adjust sound to a reasonable level, if problem should arise. The Applicant/Organization is responsible for all attendees during the duration of the event. General clean-up of the park is required. Trash must be placed in trash receptacles, or removed at the conclusion of the event. Gambling of any nature is not permitted in any city park.

PARK HOURS AVAILABLE FOR RESERVATION

Monday-Sunday 9:00 a.m. to astronomical sunset

RESERVATION FEES/POLICIES

There is a two-hour minimum for park reservations. The rental fee **will** include time for set-up and clean-up, which is generally ½ hour before and ½ hour after the event. Example: Your event is from 6:00-8:00pm, which is two hours. Your reservation will be from 5:30-8:30pm, and you will be charged for three hours. **Applicants/Organizations will be charged by the hour for any time beyond what has been permitted and those hours will not be pro-rated.** Example: Your reservation is set to end at 2:00pm, and there is another reservation following at 2:30pm. You leave the park at 2:45pm, thus delaying the start of another person's reservation. **You will be charged an additional hour out of your damage deposit.** See Reservation Rate page for pricing breakdown.

INSURANCE REQUIREMENTS

To satisfy the insurance requirements of the Park Reservation Application, proof of insurance is satisfied by providing a Certificate of Liability plus an additional Certificate of Endorsement listing the City of Agoura Hills as additionally insured and endorsed for the event, with the policy number on both documents. This is required by both the Applicant/Organization *and* any vendors that may be hired by the Applicant/Organization. You may also purchase insurance for yourself or a vendor from the City of Agoura Hills through a third-party special event insurance company. The cost of that insurance can be provided by contacting city staff. **Insurance pricing is subject to change without notice.** Some events or vendors may be excluded for purchase.

Required documentation includes:

- 1) **Certificate of Liability Insurance**, listing General Liability insurance of \$1 million dollars per occurrence. The Certificate Holder box on the Certificate of Liability Insurance should read:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

- 2) **Certificate of Endorsement**, which should read:

"The City of Agoura Hills, its officers, officials, employees, and volunteers."

The Certificate of Liability Insurance and Certificate of Endorsement **must be presented 14 calendar days prior to the event.** If the proper insurance cannot be obtained, **the City will not execute the Park Reservation Application and use of the City park will be denied.**

NON-PROFIT USE

In order to qualify for non-profit status, the Applicant/Organization must be a registered 501 (c) (3) non-profit. Proof of non-profit status must be presented with the request for Park Reservation Application. Organization articles of incorporation, by-laws, or other corporate documents may also be required. Acceptable forms of documentation verifying non-profit status include:

- Articles of incorporation as a non-profit organization.
- Department of Treasury Form 990.
- IRS letter showing organization to be Tax Exempt.
- State Franchise Tax Board letter showing organization to be Tax Exempt.
- Certificate of Registration with the State Registry of Charitable Trusts.

FILMING/MEDIA SHOOTS

Filming rates are for use by commercial business, company, private school, and/or non-profit agencies. Prior to reserving the park, please obtain a film permit for the City of Agoura Hills. If requesting non-profit pricing, include proof of non-profit status with the packet (see information above). **No filming activities may occur on Sundays.** For more information, please contact:

David Nixon
Solid Waste Solutions, Inc./City Permit Services

Agoura Hills, Calabasas & Malibu Film Offices
Phone: 805-495-7521
Fax: 805-495-7621
Website: www.sws-inc.com
E-mail: david@sws-inc.com
Filming E-mail: filming@sws-inc.com

CLOSURES/HOLIDAYS

Parks may not be reserved on holidays, holiday weekends or after astronomical sunset. Holidays/holiday weekends include Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Please be aware that all ball fields and grass/turf areas are closed for a minimum of 24 hours after any rain, and possibly longer periods for a heavy rainfall, depending on the amount of precipitation that is received. The Old Agoura Equestrian Arenas are closed for a minimum of 72 hours after any rain, and possibly longer periods for a heavy rainfall, depending on the amount of precipitation that is received. Please call the Fields Condition hotline at (818) 597-7399 #4 for field information.

FOOD & BEVERAGES

Food and beverages may be served if approved in the application. Any sales or solicitations on the site, including food and beverages, are not permitted. **Alcoholic beverages are not permitted.**

PUBLIC ACCESS

The City of Agoura Hills does not allow exclusive use of any park; public access to the park will not be denied. Walkways must be kept clear of any equipment or obstructions.

PUBLICITY/ADVERTISING

Publicity for any event (flyers, posters, ads, radio or other media) held at any City park must be noted on the application and may not be released until final approval of the Park Reservation Application. Applicants/Organizations are prohibited from using the City of Agoura Hills' name or logo to promote their activity. This includes using the City of Agoura Hills on banners, flyers, and any other forms of advertisement. No event flyers, banners or promotional merchandise may be displayed or distributed at City of Agoura Hills facilities unless the event is co-sponsored by the City of Agoura Hills. City staff will not take messages for the Applicant/Organization.

REFUNDS

A cancellation request of any Park Reservation Application must be made in writing 14 calendar days prior to the event in order to receive a full refund (minus the \$10 processing fee). A cancellation request made less than 14 calendar days prior to the event will receive 75% of payment (minus the \$10 processing fee). All Security/Damage Deposit fees and Insurance Fees (if purchased from the City) will be returned in full. In the event of rain or inclement weather, if a new date is not agreed upon, a full refund will be issued.

Fees will be retained by City under the following circumstances:

- If the Applicant/Organization fails to appear, reservation fees will be kept but damage deposit will be returned.
- If the Applicant/Organization violates park/City rules or ordinances, all fees including damage deposit may be kept.
- If the activity is terminated due to falsification of application, all fees including damage deposit may be kept.
- If the attendance exceeds the maximum stated for the facility/park, all fees including damage deposit may be kept.

SECURITY DEPOSITS

A Security/Damage Deposit is required for all reservations, and is payable by cash, check or credit card. The security deposit is separate from the rental fee and does not count towards the cost of the rental. Any portion of the deposit may be withheld for:

- Excessive clean-up or damages to park/facility.
- Missing equipment.
- Park/facility left unclean.
- Site is occupied beyond the reserved hours. *Please note: parks must be cleaned, and all aspects of the event must be removed from the park and adjacent areas by astronomical sunset or the time stated on the application, whichever comes first on the day of the reservation. This includes vendors or any person or objects associated with the event.*
- Bringing in alcoholic beverages to a park.
- Failure to comply with any City policies.

The security deposit is deposited by the City, and will be refunded no later than thirty (30) days after the event if facilities are left in good condition. If the cost of damages exceeds the amount available on the deposit, the Applicant/Organization shall remit the balance due to the City upon receipt of invoice. The Applicant/Organization shall immediately report to City staff any personal injuries or property damage arising or in any way connected with the Applicant/Organization's use or occupancy of the City Park and adjoining property.

WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY

In consideration of approval to use the above referenced City property, the Applicant/Organization hereby assumes the risk of damage and loss in connection with the use of such property, agrees to be responsible and liable for all injuries to persons and for all damage to real and personal property caused by or resulting from the use of such property and further agrees to defend and hold harmless and indemnify the City of Agoura Hills and its officers, officials, employees, volunteers, and agents for fires, floods, earthquakes, civil disturbances, pandemics, regulation of any public authority, and other causes beyond their control, against and with respect to any and all demands including interest, penalties and reasonable attorney's fees arising out of, resulting from or relating to the use of such City property. The Applicant/Organization waives any right of recovery against the City of Agoura Hills and its officers, officials, employees, volunteers, and agents for fires, floods, earthquakes, civil disturbances, pandemics, regulation of any public authority, and other causes beyond their control against and with respect to any and all demands including interest, penalties and reasonable attorney's fees arising out of, resulting from or relating to the use of such City property.

PLEASE NOTE: If you have an urgent question or concern regarding your reservation after hours or on a weekend, please email us at agourahillsrec@agourahillscity.org and flag the email as URGENT REQUEST.



PARK RULES

Park Hours: 7:00 a.m. to astronomical sunset

Park Hours Available for Reservation: 9:00 a.m. to astronomical sunset

Please assist us in making this park an enjoyable place to be by observing the following rules:

1. Dogs and cats must be on leashes. Removal of animal feces is the responsibility of the animal's custodian or owner.
2. Firearms are not permitted in the park. **(AHMC 4911)**
3. Vehicles may not be driven off of the driveways/parking areas.
4. Please stay off bikes and skateboards in the parks.
5. Fires authorized by permit only in designated areas. *(Barbeques provided at Forest Cove, Morrison, Old Agoura, Reyes Adobe or Sumac parks, or you may bring your own barbeque to any of the parks, as long as you bring a fire extinguisher as well.)*
6. Alcoholic beverages are not permitted in the park. **(AHMC 4913)**
7. Horses are permitted only in designated areas. *(Horse/pony rides are permitted in the Old Agoura Equestrian Arena and on riding trails, but not on the grass areas of the parks.)* **(AHMC 4905)**
8. Motorcycles, motorized bicycles, and scooters may be operated only on driveways and in parking lots.
9. Overnight camping and overnight parking are prohibited. **(AHMC 4917)**
10. Rockets, model airplanes, drones, fireworks, golfing, and archery are not permitted in the park. **(AHMC 4910)**
11. All litter must be removed or deposited in trash receptacles. **(AHMC 4919)**
12. This park irrigates using reclaimed water. Do not drink or play in reclaimed water.
13. NO SMOKING ALLOWED IN PUBLIC PARKS.
14. No person shall disturb the peace of the parks by making any loud, obscene, or unusual noises. **(AHMC 4904)**
15. No person shall solicit, sell, hawk or peddle goods in the parks. **(AHMC 4912)**
16. The following are prohibited in all City of Agoura Hills Parks: Inflatable devices (i.e. jolly jumps, lazertag barriers, moon bounces, water slides), children's rides, sumo wrestling/suits, hamster balls (aka Zorbs), speed pitch, dunk tanks, trackless trains, petting zoos (also animal shows, puppy parties, etc.), and pony rides anywhere other than Old Agoura Equestrian Arenas. **(AHMC 4911)**
17. Other ordinances governing use of City of Agoura Hills public parks apply.

Any violation of the above rules is an infraction of the Agoura Hills Municipal Code, Article IV, Chapter 9.

Report all misuses of the park and acts of vandalism to the City of Agoura Hills at 818-597-7300, or the Sheriff's Department at 818-878-1808.

Please respect the use of our city public park. It is here for everyone's enjoyment.

PARK ADDRESSES/DIRECTIONS TO PARKS

CHUMASH PARK

5550 Medea Valley Drive

Park contains a children's play area, picnic facilities (no shelter), restrooms, and softball field. Take Kanan Road north to Thousand Oaks Blvd. and turn right. Turn right again at Argos Street, and drive down two blocks. Park will be on the right.

FOREST COVE PARK

5451 Forest Cove Lane

Park contains a children's play area, outdoor basketball (half court), picnic shelter & BBQ, restrooms, and softball field. Forest Cove Lane is off of Thousand Oaks Blvd. between Kanan Rd. and Reyes Adobe. Turn south on Forest Cove Lane, and drive down two blocks. Park will be on the right.

MORRISON PARK

29909 Forest Cove Lane (Corner of Thousand Oaks Blvd. and Forest Cove Lane)

Park contains a children's play area, picnic shelter & BBQ, outdoor basketball (full court), and restrooms. Park is located on the north-east corner of Thousand Oaks Blvd. and Forest Cove Lane.

OLD AGOURA PARK

5301 Chesebro Road

Park contains a baseball field, children's play area, equestrian facilities, outdoor basketball (half-court), picnic facilities & BBQ (no shelter), and restrooms. Take Palo Camado Canyon exit north off of the 101 freeway. Park is on the corner of Driver Avenue and Chesebro Road.

REYES ADOBE PARK

31400 Rainbow Crest Drive

Park contains a children's play area, picnic shelter, BBQ, restrooms, and the Reyes Adobe Historical Site. Take the Reyes Adobe exit north off of the 101 freeway. Turn left on Rainbow Crest Drive. Park is on the corner of Rainbow Crest Drive and Reyes Adobe Road.

SUMAC PARK

6000 Calmfield Avenue

Park contains a children's play area, picnic shelter, BBQ, and restrooms. Take Kanan Road north to Laro Drive and turn left. Laro Drive dead ends at Sumac Park.





PARK RESERVATION RATES

RATES	NON-PROFIT	PRIVATE	COMMERCIAL
Ball Fields			
Chumash/Forest Cove (softball)	\$15/hour	\$18/hour	Not permitted
Old Agoura (baseball)	\$15/hour	\$18/hour	Not permitted
Multi-Purpose Fields			
Chumash 1 & 2	\$10/hour	\$12/hour	Not permitted
Morrison	\$10/hour	\$12/hour	Not permitted
Sumac	\$10/hour	\$12/hour	Not permitted
Basketball Courts			
Forest Cove (half court)	\$8/hour	\$10/hour	Not permitted
Old Agoura (half court)	\$8/hour	\$10/hour	Not permitted
Morrison (full court)	\$8/hour	\$10/hour	Not permitted
Picnic Shelters			
Forest Cove, Morrison, Reyes Adobe & Sumac	\$10/hour	\$12/hour	Not permitted
	\$10/hour	\$12/hour	Not permitted
Old Agoura Equestrian Arenas			
Main Arena	\$8/hour	\$10/hour	Not permitted
Turnout Ring	\$6/hour	\$8/hour	Not permitted
Tennis Courts			
Single Court	\$6/hour	\$8/hour	Not permitted
Film Permits/Media Shoots			
Filming in any park	\$500/day	\$750/day	\$750/day
Use of park parking lot	\$75/hour	\$75/hour	\$75/hour

ADDITIONAL FEE INFORMATION

Processing Fee:

\$10 per each Park Reservation

Refundable Damage Deposit:

\$200 for Low Impact Use (picnic shelter)

\$500 for High Impact Use (ballfields, multi-purpose fields, equestrian arenas, and tennis courts)

Damage Deposit level is determined by City Staff at time of application. Staff will inspect rented site within 24 business hours, and if deemed acceptable, either a deposit or partial deposit will be returned within 30 days. The Department does not charge the \$500 refundable Damage Deposit for filming/media shoots.

There is a two hour minimum for all park reservations. All applications must be turned in to the Agoura Hills Recreation and Event Center at least five (5) business days prior to the anticipated event/activity.

EXHIBIT C
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for work that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the public agency (“City”) and Permittee agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Permittee shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Permittee shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Permittee shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Permittee or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Permittee’s works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Permittee shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Permittee shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Permittee and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Permittee is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Permittee shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Permittee is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Permittee shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Permittee shall, as a

penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Permittee or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Permittee hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date _____ Signature (Permittee): _____

Printed Name: _____