

**MEMORANDUM OF UNDERSTANDING BETWEEN
ANTELOPE COMMUNITY TENNIS ASSOCIATION (ACTA)
AND
SUNRISE RECREATION AND PARK DISTRICT (DISTRICT)**

This MEMORANDUM OF UNDERSTANDING (**MOU**) is entered into this 21st day of September, 2018, by and between the ANTELOPE COMMUNITY TENNIS ASSOCIATION, an **Unincorporated Non-Profit Association (ACTA)** and SUNRISE RECREATION AND PARK DISTRICT, a special District of the COUNTY OF SACRAMENTO, a political subdivision of the State of California (**DISTRICT**).

RECITALS

WHEREAS, DISTRICT owns and maintains the Antelope Community Park Tennis Facility (“**FACILITY**”) for the purpose of providing a venue for recreational tennis use and desires to make general improvements to **FACILITY**; and

WHEREAS, ACTA maintains and operates several adult tennis programs and desires to utilize **FACILITY** for the operation the ACTA adult tennis programs; and

WHEREAS, ACTA agrees to contribute funds toward the general improvement projects in exchange for the right to utilize **FACILITY** for the provision of its adult tennis programs; and

WHEREAS, DISTRICT is willing to match contributed funds through the term of this MOU and grant **ACTA** a Facility-Use Permit for its adult tennis programs; and

WHEREAS, DISTRICT and ACTA desire to enter into this MOU on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, **DISTRICT and ACTA** agree as follows:

1. **SERVICES TO BE PERFORMED BY PARTIES**

ACTA agrees to **CONTRIBUTE \$30,000** over 5 years for **FACILITY** improvement projects.

In consideration for **ACTA’S CONTRIBUTION**, the **DISTRICT** shall match the contributed funds toward court and other general improvement projects and will prioritize the list of general improvement projects with input from **ACTA**. Additionally, **DISTRICT** shall grant **ACTA** a Facility Use Permit for the term of this MOU.

Both parties agree to the scope of services, or expressed exclusions therein, as described by Exhibit A.

2. **TERM**

The term of this MOU shall commence September 21, 2018 and end on August 31, 2023 unless earlier terminated in accordance with this MOU.

3. TERMINATION

Both parties may terminate the MOU hereto by 60 days written notice.

Should ACTA terminate the MOU with or without cause for any reason outside a breach of this contract, any financial contributions made in furtherance of this MOU are forfeit and shall not be reimbursed or refunded by DISTRICT.

Should the MOU be terminated by the DISTRICT during the term, DISTRICT agrees to reimburse ACTA that portion of the CONTRIBUTION not yet used or appropriated for an improvement project.

4. SCHEDULE OF CONTRIBUTIONS

ACTA shall make CONTRIBUTIONS on an annual basis as shown in the Contribution Schedule below.

5-YEAR CONTRIBUTION SCHEDULE

Contribution Year	Contribution Due Date	Annual Contribution Amount
9/1/18 - 8/31/19	September 1, 2018	\$6,000
9/1/19 - 8/31/20	September 1, 2019	\$6,000
9/1/20 - 8/31/21	September 1, 2020	\$6,000
9/1/21 - 8/31/22	September 1, 2021	\$6,000
9/1/22 - 8/31/23	September 1, 2022	\$6,000
	TOTAL	\$30,000

5. AMENDMENT

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU 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 right hereunder. No interpretation of any provision of this MOU shall be binding upon DISTRICT unless agreed in writing by DISTRICT ADMINISTRATOR and counsel for DISTRICT.

As the capital improvement projects outlined in EXHIBIT B are completed, new projects may be identified. The DISTRICT and ACTA may amend Exhibit B as mutually agreed to include new projects. If additional funds are required for new projects beyond the agreed total contract amount, ACTA may provide future year fund contributions to complete resurfacing and/or improvement projects sooner, at its sole discretion. DISTRICT does not warrant and makes no that additional contributions made by ACTA will be matched. Any additional future year matching fund contributions for a specific improvement project will have to be negotiated on a per circumstance basis and should be consistent with the improvement project priority list expressed in Exhibit B.

6. OWNERSHIP OF ANTELOPE COMMUNITY PARK TENNIS FACILITY

ACTA agrees and acknowledges that the DISTRICT retains ownership of the Facility.

7. CAREGIVER OF FACILITIES

- a. During periods of its use ACTA shall assist the DISTRICT by keeping facilities safe, welcoming, and free of debris generated by ACTA usage.
- b. ACTA is required to report any and all damage or acts of vandalism, needed repairs and/or safety issues to the DISTRICT promptly upon discovery.

8. MODIFICATIONS TO FACILITY

- a. All requests for permission to modify park grounds must be brought to the attention of the DISTRICT. Requests must include a “Letter of Intent”, accompanied by construction drawings and specifications. If approved, the DISTRICT will provide written permission to ACTA.
- b. ACTA is not to make any changes to the permanent structures, or add any permanent structures to the facilities without DISTRICT approval.
- c. Any facility malfunctions or damage is to be reported to DISTRICT. The party responsible for labor and payment for repair will be determined.
- d. No signage is to be added to facility by ACTA without prior approval from DISTRICT.
- e. ACTA is not allowed to designate the name of a court, or any portion of the facility.
- f. ACTA is permitted to sell food or beverages, have amplified sound, or use portable light as long as there is a letter of request submitted to the DISTRICT at least 2 weeks before the event.
- g. Storage units, offices or other structures may be placed on facility with written permission by DISTRICT only, and units are the responsibility of the ACTA. Storage units must be in good condition at all times and any vandalism or breakage must be promptly repaired. ACTA must maintain the storage facility in a clean manner at all times. The DISTRICT assumes no liability or responsibility for any equipment or property kept in the storage areas. ACTA must provide keys to DISTRICT for all storage units, locked closets and fenced areas. Any/all flammable and/or toxic substances are strictly prohibited in storage containers unless otherwise approved by Fire Marshall.

9. TOURNAMENTS AND/OR SPECIAL EVENTS

a. **NOTIFICATION**

ACTA shall provide the DISTRICT three (3) weeks advance notice of any upcoming tournaments and/or special events that would attract more people to FACILITY than during a typical day of activities. DISTRICT reserves the right to approve and/or deny any proposed tournament and/or special event based on, but not limited to, date, time, conflicting scheduled event, or impact to the overall use and enjoyment of FACILITY by public.

b. **PARKING**

ACTA is responsible for coordinating parking and traffic within the park during tournaments and/or special events. ACTA is responsible for monitoring overflow parking during tournaments by providing personnel to direct traffic. ACTA is responsible to provide a sufficient number of staff/volunteers to assist with parking and traffic control. Parking is allowed in designated areas only. ACTA must observe and comply with any and all local parking rules and regulations applicable with the park. Nothing herein is intended to authorize ACTA to override the normally applicable parking regulations, nor to override the authority of official designated parking enforcement personnel of the City or County.

c. **TRASH**

The DISTRICT will provide extra trash cans and liners upon request, and park maintenance staff will be notified to make additional trash pick ups on dates of tournaments and/or special events.

d. **PORTABLE RESTROOMS/TOLIETS**

DISTRICT requires one toilet for every 250 people, or portion thereof. For every four portable toilets rented for an event, one must be ADA approved to meet specific guidelines set forth by the American with Disabilities Act of 1990. The number of toilets required is based upon the maximum number at an event during peak time. ACTA acknowledges and agrees that it may be responsible for renting portable toilets depending on the expected number of attendants, duration of special events, and availability of public restrooms during tournaments and/or special events.

e. **FOOD VENDORS**

If food is served during the tournament, ACTA is responsible to obtain a health department permit and inspection. ACTA is responsible to comply with Sacramento County Health codes and regulations in regards to the preparation, selling, and consuming of food at DISTRICT facilities.

10. **NO ALCOHOLIC BEVERAGES POLICY**

No alcoholic beverages are allowed in parks located within the Sunrise Recreation and Park District without a permit from the District.

11. **BOOTHS/TENTS**

A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. ACTA must abide by all fire department regulations that apply to booths and tents.

12. **VENDOR BOOTHS**

Vendor booths are usually similar in construction to food booths, but are meant for retail sale of non-food items. A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. ACTA must abide by all fire department regulations that apply to booths and tents.

13. **BANNERS**

All signs must be approved by DISTRICT before being displayed. Temporary signs for an event should be posted no more than two weeks before such event and are removed no more than five days after such event. Permanent signs might be subject to additional fees. The DISTRICT and ACTA must mutually agree on all banners, signs, or other advertisements pertaining to or placed upon the immediate grounds, fences, buildings and other structures that comprise the Antelope Community Park Tennis facility.

14. **AMPLIFIED SOUND**

If using amplified sounds, ACTA must complete a sound permit and remain on file with the District Main Office, Sacramento County Sheriff Department and Paladin Security.

15. **GENERATORS**

Portable generators should be placed in an area where attendees are unlikely to come into contact with them, and be placed at least 10 feet from any combustible materials. Generators shall be located a minimum of 20 feet from tents or canopies.

Refueling: When refueling a portable generator, you must wait until the generator cools, and then refill it from a self-closing safety can. A portable fire extinguisher, minimum 2A 10B: C size, with a current Fire Marshall tag attached must be on-hand and easily accessible at all times.

16. ASSIGNMENT

This MOU is for ACTA activities only and cannot be assigned to another individual or entity.

17. INDEPENDENT AGENCIES

Both parties hereto in the performance of this MOU will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. ACTA is not an employee of the DISTRICT and is not entitled to any of the rights, benefits or privileges of DISTRICT employees.

The services ACTA administers and performs pursuant to this MOU are intended to have the result of; improving tennis skills and abilities to area youth and adults in a fun, safe, healthful and encouraging manner through tennis team practices, games, and/or tournaments. Any vending by ACTA is done independently from the DISTRICT, and the ACTA assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending.

18. INDEMNIFICATION AND INSURANCE

- a. ACTA shall indemnify, defend, and hold harmless DISTRICT, its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this MOU, regardless of whether caused in part by a party indemnified hereunder.
- b. DISTRICT shall indemnify, defend, and hold harmless ACTA, its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this MOU, regardless of whether caused in part by a party indemnified hereunder.
- c. ACTA acknowledges that all personnel furnished by ACTA to perform services pursuant to this MOU shall be agents of the ACTA and shall at all times be subject to the direct supervision and control of the ACTA. ACTA shall be solely liable for any and all injuries resulting to its agents, which may arise out of or in the course of the administration/performance of this MOU. The DISTRICT shall not be liable for any workers' compensation or other benefits accruing under federal or state law to any agents/employees of the ACTA to administer/perform services pursuant to this MOU. If ACTA has any employees, then ACTA agrees that it will, at all times during the term of this MOU, at its own expense, obtain and keep in full force an in effect workers' compensation insurance as required by law with coverage extending to all of ACTA employees, whether permanent, temporary or seasonal.
- d. Without limiting ACTA'S indemnification, ACTA shall maintain in force at all times during the term of this MOU and any extensions or modifications thereto, general liability insurance with limits of not less than \$1 million occurrence and \$2 million aggregate. The ACTA'S general liability insurance policy shall be endorsed to name the DISTRICT as an additional insured and shall include primary and non-contributory language in favor of the DISTRICT. ACTA shall furnish DISTRICT with a certificate of insurance with the required additional insured and primary and non-contributory endorsements. It is the responsibility of ACTA to notify its insurance advisor or insurance carrier regarding coverage, limits and forms specified in this MOU. It is understood and agreed that failure to maintain insurance as required by this MOU may be grounds for terminating the MOU.

19. ATTORNEY’S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney’s fees and legal expenses.

20. NONDISCRIMINATION

ACTA shall not discriminate with respect to race, color, religion or sex in the hiring of any employees pursuant to this MOU. ACTA shall not discriminate with respect to race, color, religion or sex in the registration of any participants pursuant to this MOU.

21. PRIOR AGREEMENTS

This MOU constitutes the entire contract between DISTRICT and ACTA regarding the subject matter of this MOU. Any prior agreements, whether oral or written, between DISTRICT and ACTA regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

22. NOTICES AND COMMUNICATIONS

Any communications or notices required to implement this MOU shall be sent by electronic mail or mail to each party as set forth below. The party and address of the party for notification under this MOU may be changed by notification given in accordance with this section.

Notice to DISTRICT shall be sent to:
 Marty Buell, Senior Recreation Services Manager
 7801 Auburn Blvd.
 Citrus Heights, CA 95610
 (916) 725-1585
mbuell@sunriseparks.com

Notice to ACTA shall be sent to:
 _____, President
 7909 Walerga Road, #112-221
 Antelope, CA 95843
 _____, Phone
 _____, Email

IN WITNESS WHEREOF, parties hereto have caused authorized agents to execute this MOU:

Sunrise Recreation and Park District
 a dependent District of Sacramento County

ATTEST:

 (print name)

 ACTA President

 Dave Mitchell, District Administrator

Date _____

Date _____



EXHIBIT A to MOU

**between the SUNRISE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
ANTELOPE COMMUNITY TENNIS ASSOCIATION hereinafter referred to as "ACTA"**

SCOPE OF SERVICES

As expressed, herein, the District shall:

1. Provide ACTA with priority use at no charge for the five years of this MOU and for three weekend tournaments per year.
2. Completion of agreed upon improvement projects.
3. Provide reservations at Antelope Community Park Tennis courts for social tennis events, league games, tournaments, practices, and lesson programs 7 days/nights per week with the following exceptions:
 - a. Days and times conflicting with Antelope High School P.E. or Tennis teams as stated in Joint Use Agreement
 - b. 2 courts will be kept open for general public use during these reservations unless otherwise approved by the District
4. Access to storage areas at Antelope Community Park Tennis facility (tennis storage area).
5. Infrastructure at an acceptable level including all lights and nets in good working condition and fencing in safe condition.
6. Provide single contact for questions, concerns and maintenance problems.
7. Provide keys to tennis storage area and tennis facility vehicle access bollards.
8. Provide the current standard of maintenance at the Antelope Community Park Tennis facility.
Additionally:
 - a. Monthly during the months of May through November and before scheduled tennis tournaments as needed, wash the courts with water at least one weekday morning per month.
 - b. Weekly and before scheduled tennis tournaments as needed, blow off dust and remove leaves and debris from the courts.
 - c. Weekly, inspect the courts for damage to surface, lighting equipment, court nets, center straps, windscreens, gates and other equipment and promptly make needed repairs-replacements.
 - d. Weekly, check and adjust tennis net height as needed to regulation 36" as measured at the center strap.
9. Provide and maintain a schedule of court usage reservations for Antelope High School P.E. or Tennis teams as stated in the SRPD/RJUHSD Joint Use Agreement.
10. Provide 30-day notice of major projects that would suspend use of any part of the tennis facility or parking for longer than one day.
11. Provide open restrooms for the length of tournament play.
12. Lock courts 2 days before tournaments.

The DISTRICT reserves the right to suspend court availability during periods of inclement weather, poor playing conditions, damage, (which would cause hazardous safety consideration) and for necessary court maintenance.

As expressed, herein, THE DISTRICT shall not:

1. Organize or schedule any adult social tennis, tennis leagues, tournaments, practices and tennis lesson programs including registration, collection of fees, marketing and printing of all materials on behalf of ACTA.
2. Create social tennis, league, tournament, practices, and tennis lesson program schedules on behalf of ACTA.
3. Collect waivers, rosters, and other paperwork issues on behalf of ACTA.
4. Provide necessary equipment and supplies (i.e. balls, first aid and awards) for any ACTA tennis programs.
5. Manage communications with teams, players, and staff (i.e. schedule information, rain-out notification, injuries, player misconduct, suspensions and grievances).

As expressed, herein, ACTA shall:

1. Submit social tennis, league, tournament, practices, and tennis lesson program schedules to DISTRICT prior to the start of each season, so that courts are properly reserved in ActiveNet.
2. Notify DISTRICT of all schedule changes and cancellations because of weather conditions so that reservations can be amended.
3. Provide DISTRICT with insurance certificate covering all ACTA programs by January 31st of each year.

EXHIBIT B to MOU
between the SUNRISE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
ANTELOPE COMMUNITY TENNIS ASSOCIATION hereinafter referred to as "ACTA"

WORKING PROJECT LIST
Antelope Community Park Tennis Facility

- **DISTRICT approved projects**
 - Picnic Shelter/Shade Structure
 - Picnic Tables and Benches
 - Onsite Court Reservation Sign/System
 - Backboard Hitting Surface (*to be placed on ACP Tennis Court #3 on East side or far end*)

- **Other projects to be considered**
 - New Court Signage
 - Storage Container
 - Improvements to Utilities

- **Future projects to be considered with grant funding**
 - Bathroom Facility
 - New Tennis Courts

DISTRICT and ACTA will work cooperatively on identifying and prioritizing future general improvement projects. ACTA acknowledges and agrees that final decision to implement any and all general improvement projects rests solely with the DISTRICT's Advisory Board.

Acceptance of the best bid proposal for any general improvement project will be within the sole discretion of the DISTRICT. For any approved general improvement project, the sum of any accepted bid proposal, as well as any additional labor performed by DISTRICT in furtherance of any approved project, will determine the "Total Cost" for the project. ACTA acknowledges and agrees that any funds contributed in accordance with this MOU will count toward the Total Cost of any approved project.