



CITY OF FORTUNA

Field Use Policy

Policy Number:	XXX
Authority:	CM
Effective:	
Revised:	October 30, 2024
Reviewed:	City Council
Initiating Dept:	

CITY OF FORTUNA POLICIES & PROCEDURES

1. PURPOSE

The City of Fortuna ("City") Field Use Policy (and the procedures adopted hereunder) has been established to ensure that City-owned, -maintained and -managed park and athletic field facilities, are utilized for recreational, athletic, cultural, educational, social and community service functions that meet the needs and interests of the community, and that permitted Users ("Users") are fully informed as to the City's guidelines that govern their use of the park and athletic field facilities.

- To establish policies and procedures governing the use of City parks, fields, basketball courts, pickle ball courts, bocce ball courts, horseshoe pits, concession stands and other related storage facilities located on City property and managed by the City.
- To collect fees for the use of fields, in support of their ongoing maintenance.
- To ensure that decisions regarding the use of City parks, athletic complexes and facilities therein are used in the best interests of the neighborhoods, sports organizations and residents of Fortuna.
- To ensure that appropriate sports are permitted on appropriate fields.
- To ensure user groups have a mutual interest with the City in accomplishing the following goals:
 1. To provide wholesome, high-quality sports programming for youth and promote philosophies of everyone plays, balanced teams, open registration, positive coaching, player development and good sportsmanship.
 2. To provide first-class programs to meet the recreational needs of the community;
 3. To ensure that children and adults of all economic levels are provided with the opportunity to enjoy and have access to athletic programs and proper facilities; and
 4. To ensure that the community's parks and recreation programs are operated in the most responsible, cost-effective, and efficient manner possible.
- **The City reserves the right not to issue authorization for reservation approval or revoke authorization for reservations of Users that have demonstrated refusal to comply with these policies.**



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2. GENERAL POLICY

Facility Scheduling

All applicants must pay a deposit at the time of application to reserve requested facilities. All remaining event requirements and estimated fees are due and payable 45 days prior to the scheduled event. Users are responsible for all fees and expenses actually incurred by the City for the event, including additional cleanup or repairs required to restore all facilities utilized by the User to their original condition. Users are required to submit the following:

- a) Field Rental Request Form ([Available here on the City's Parks and Recreation Webpage](#)) including designated contact person and current and correct contact information;
- b) Any and all tryout, practice, competition and game schedules for the season;
- c) Signed City of Fortuna Field Use Policy;
- d) Signed Fee Schedule for Use of Facilities;
- e) Signed Waiver of Liability and all insurance requirements;
- f) For any special conditions or requests outside this policy, include a City and User signed "Attachment"; This attachment may include "in lieu" of fee contributions and agreements for storage sheds and outbuildings.
- g) User shall send a liaison(s) to meet with the City at an agreed upon place and time for a pre-season training and facility orientation with City staff.

All Users are required to notify the Parks and Recreation Office of any changes in the above listed information at least 10 days prior to use and subject to approval.

Insurance Requirements

Hold Harmless

All Users must sign a waiver of liability agreeing to hold harmless, defend and indemnify City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with User's performance hereunder or its failure to comply with any of its obligations in this policy, except such loss or damage as was caused by the sole negligence or willful misconduct of City.

Liability Insurance

User shall procure and maintain for the duration of the contract 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 User, his agents, representatives, employees or sub-Users.



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Minimum Scope of Insurance

Coverage shall be *at least* as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as applicable and required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

User shall maintain limits *no less* than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. 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.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the User shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the User; and with respect to liability arising out of work or operations performed by or on behalf of the User including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured or in any case where an agreement to indemnify the additional insured



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would be invalid under subsection b of Section 2782 of the Civil Code. General liability coverage can be provided in the form of an endorsement to the User's insurance, or as a separate owner's policy.

2. For any claims related to facility use, the User's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the User's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Verification of Coverage

User shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be signed by an authorized representative of the issuing insurer. The endorsements or policies shall conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before use commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Failure to maintain the required insurance shall result in the immediate cancellation of scheduled facility use.

Park and Field Use in Rohner and Newburg Parks

User Shall:

1. Obtain City's approval in writing prior to making any modifications or improvements to *any* City facilities.
2. Obtain Parks and Recreation Department approval *prior* to mowing any field during wet season(s).
3. User shall not replace worn base plates and anchors. User shall purchase replacement base plates and provide to City staff for installation.
4. Store all anchor plugs and re-install upon completion of season. User shall incur the cost to replace lost plugs.



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5. Dump grass clippings from the Conroy Field by the creek in the Carson Woods parking lot. Dump grass clippings from the Shelton Field, by the red curb at the entrance of Newburg Park. Dump grass clippings from Berti Field in the first two parking spots next to the equipment gate in Newburg Park.
6. Ensure trash is removed from dugouts, bleachers and picnic tables.
7. Return field maintenance equipment and gear to the correct shop or shed (red rock dragging devices, tools, fire hoses, etc.) and remove from public spaces.
8. Only use small equipment (side-by-side, four wheelers and tractors) when dragging red rock. Pick-up trucks ARE NOT permitted for use. Red rock tailings shall not be removed off the turf and shall be evenly dispersed back onto the field by User.
9. Maintain, line, and chalk red rock portion of infield area for practices and games. User shall be financially responsible for all supplies and materials associated with the maintenance and upkeep of the infield.
10. Prohibit pepper or soft tosses against any City's fences with any type of equipment *other than whiffle balls*.
11. Arrange with City the week prior for weekend access to facilities before 8:00 am or after 4:00 pm on *any* weekend.
12. Contact City staff immediately at 707-362-5201, if restrooms or garbage cans are in need of maintenance.

Concession Stands in Rohner and Newburg Parks

User Shall:

3. Have full and unrestricted access to the concession stand, announcer's booth, and storage shed during the period of time indicated on User's Field Rental Request Form.
4. Keep the concession stands, and immediate outside eating areas in a clean and sanitary condition at all times.
5. Ensure the concession stands are clean at the end of season within one week. (7-days) Cleaning maintenance includes but is not limited to; cleaning dirty dishes, putting food items away, cleaning floors and informing the City of fryer oil. Additional fees will be charged if User does not dispose of fryer oil properly. Please review "Proper Oil Handling/Disposal" flyer provided by Parks and Recreation Department staff.



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6. Receive **prior** permission from the City prior to sub-User's use of the Newburg Park concession stand. This includes, but is not limited to volunteer work parties. All sub-Users must provide their own insurance and pay the monthly fees for use of the building. The City has the right to refuse use of the building to any other User group or sub-User.
7. Not modify any building, facility or property without prior written consent of City. Any authorized modifications to any building, facility or property by User or City shall become the property of the City. All fixtures shall become property of the City. Portable equipment and supply items are not considered modifications for the purposes of the policy.
8. Not allow minors under the age of 16 to operate any field machinery.
9. Shall have an adult (18 or older) present in concession stands when using hot oil.

To ensure a high-quality experience for all User's the City will provide the following services:

1. Access and check field conditions as needed based on weather conditions. User may be notified up to the day of event if fields are too wet for use. City retains the right to refuse use of fields based on conditions.
2. Provide adequate restroom facilities. Clean, check, stock and maintain restrooms twice daily at or around the times of 8:30 am and 3:30 pm. City will notify User if additional portable toilets are required and shall be the responsibility of the User.
3. Respond as soon as practicable to request by User for maintenance to restrooms and garbage cans.
4. Maintain and repair the irrigation system when necessary. Additional fees will be applied upon request for increased water use (for green grass).
5. Provide water, electricity and garbage services, unless otherwise stated in Attachments. All other utilities, including propane, are the responsibility of User.
6. Provide User with adequate bleachers and seating area for players and attendees.
7. Notify User of deficiencies of maintenance or upkeep of facilities in writing, and if after receipt of such written notice, User has not immediately instigated measures to



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remedy the unsatisfactory conditions, City may cause to have the necessary maintenance and/or cleaning services provided by others and the cost thereof shall be the responsibility of the User.

The City reserves the right to terminate and cancel this agreement in its entirety and all rights ensuing therefrom is any one of the following shall occur:

- a. Failure of User to duly and punctually pay fees and charges or to make any other payments required hereunder when due to City.
- b. Failure of User to maintain the improvements, equipment and facilities in good condition and repair after service of a written notice to correct the condition objected to.
- c. The happening of any act which results in the suspension or revocation of any licenses or permits necessary for the conduct and operation of the concession stand as herein authorized.
- d. The transfer of the interest of the User under this agreement by operation of law, or otherwise, to any other person, firm or corporation.
- e. Any substantial change in the ownership or proprietorship of User which, in the opinion of the City, is not in the best interests of City or the public.
- f. Failure of User to keep, perform and observe each and every promise, covenant, and agreement set forth in the Agreement on their part to be kept, performed or observed.

Sub-Users

User shall include all sub-Users as insured's under its policies or shall furnish separate certificates and endorsements for each sub-User. All coverages for sub-Users shall be subject to all of the requirements stated herein.

In Lieu

City reserves the right to consider the donation of time, labor, or materials in lieu of cash payment for user fees.

Equipment



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User shall supply and maintain all equipment and supplies needed to carry out the terms and conditions of this policy. All supplies and equipment shall be moved to the assigned storage container on a daily basis immediately following use. Any equipment or supplies remaining at the concession stand twenty (20) days after termination of this Agreement shall become the property of City.

Facility Usage Fees

All Users will be responsible for payment of assigned fees prior to the start of their event/season. Fees shall be outlined by attached City and User signed "Fee Schedule".

Employee Assistance

All users will be required to pay per hour for usage when City Employees are needed to assist with an activity. The fees will be determined based on the actual labor cost. An invoice for usage will be sent at the end of the season and the balance due is payable within 30 days of date of invoice.

Facility Keys

When applicable, keys will be provided to the storage buildings, restrooms, lights and gates. A maximum of three (3) keys will be issued for a facility. The City reserves the right to re-key all and any City facilities.

Unauthorized duplication of keys will result in the immediate revocation of current and future use.

All keys issued for seasonal facility use shall be returned within five (5) business days of the conclusion of the season. In the event access to facilities is required after the schedule seasonal use has ended, contact the Park Office to arrange entrance to the facility.

The City shall be notified immediately in the event of lost or stolen key. The City will immediately rekey the facility and the responsible Users will be invoiced for the cost of the rekeying. The amount will be due within thirty (30) days of the invoice.

Vandalism

Users with access to facilities are required to ensure all doors, windows, or any other point of entry are secured prior to leaving the building. Failure to do so may result in the City assessing the costs of vandalism repairs to the Users or revocation of use.



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In the event of vandalism to City facilities, the City will conduct an investigation and if it determines that the Users failed to properly secure the building, the City may assess the costs of vandalism repairs to the user or revoke use of City facilities.

The City will not be responsible for replacing supplies or equipment or repairing any equipment that is not owned by the City.

General Regulations

Facilities will be closed during storms and other inclement weather watches or warnings at the discretion of the Parks and Recreation Department Staff on duty. The facility will not open if such conditions are present.

The Parks and Recreation Director or their agent reserves the right to terminate any tryout, practice or meet or revoke authorization for facility use if the User or any other group is in violation of any written policies and usage rules.

Request for Refunds Appeal Process

All applicants and Users shall follow this appeal process:

- a) Appeals from decisions made by the Parks and Recreation Director or agents shall be made to the City Parks and Recreation Commission, in writing.
- b) The appeal shall be placed on the next available Parks and Recreation Commission meeting agenda.
- c) The decision of Parks & Recreation Commission is final and will be communicated within fourteen (14) days.



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CHECKLIST FOR SPORTS ASSOCIATIONS USE OF ATHLETIC FACILITIES

- ☐ Facility Rental Agreement submitted 45 days prior to planned use and includes correct and current contact and relevant contact information;
- ☐ Application dates span no more than one season, six months' duration (i.e., Winter, Spring, Summer, Fall, Jan-June or July-Dec.) or one year;
- ☐ Any and all tryout, practice, competition and game schedules for the season submitted with your signed Field Use Policy;
- ☐ The City of Fortuna is named as an additional insured on the certificate of insurance;
- ☐ Copies of certifications for concession vending, insurance certificates and any endorsements
- ☐ Signed City of Fortuna Field Use Policy
- ☐ Signed Fee Schedule for Use of Facilities
- ☐ Signed waiver of liability
- ☐ Any special conditions or requests outside this policy, included here as an "Attachment";
- ☐ Keys issued.

Signature of Parks and Recreation Director

Date

Signature of User Representative

Date