



## CITY OF ROHNERT PARK

*For volunteers who are looking to improve city facilities!*

- 1) You have an idea, great! We'd love to hear it!
- 2) Speak with City officials about the possibility of your idea!
  - a. Please contact Ashley Cotter in Public Works by emailing [acotter@rpcity.org](mailto:acotter@rpcity.org) or calling 707-588-3335 to discuss your project, and possibly set up a site walk.
- 3) Come up with a scope of work/description for your project, to include:
  - a. At least two potential locations;
  - b. Written description of the improvement;
  - c. Construction elements of proposed construction (examples: grinding and overlay, painting and restriping) – list all applicable!
  - d. Include descriptions if known.
- 4) Make sure you have all of your ducks in a row! Or an idea for how to satisfy the below requirements
  - a. Funding,
  - b. Insurance needs,
  - c. Labor! The City cannot provide labor for park improvements, so these projects will have to be taken on independently
    - i. If you are hiring a contractor, this work is being conducted on City property, and is subject to prevailing wage. Volunteer work is not subject to prevailing wage.
- 5) Work with City Staff to take project to Council for approval;
  - a. City council will approve the project and select the site.
- 6) Work with City staff on design/drawings
  - a. Hire designer and/or provide construction drawing for review.
- 7) Apply for building permit, if applicable
  - a. Development Services: [building@rpcity.org](mailto:building@rpcity.org)
- 8) Once approved, sign agreement with staff to be approved by City Council (sample template [Attachment 1] and agreement [Attachment 2] attached)
  - a. Provide proof of funding – if needed (a contractor will be hired and paid prevailing wages for this project).

TEMPLATE ONLY - NO NEED TO FILL OUT AT TIME OF INQUIRY

ACCESS AND IMPROVEMENT AGREEMENT

CITY OF ROHNERT PARK

(ENTITY NAME HERE)

**THIS ACCESS AND IMPROVEMENT AGREEMENT** (this "Agreement") is entered into on this <insert month/day/year>, by and between the City of Rohnert Park, a municipal corporation existing under the laws of California (the "City"), and the <Entity>, a California <type of organization (corporation, non profit, etc)> with a principal place of business in <city where business/organization is headquartered>, California (the "Association"). City and Association are sometimes referred to herein, each as a "party" and collectively, as the "Parties."

**WHEREAS**, the City owns certain real property in Rohnert Park, located at <site of improvement – example: 1401 Middlebrook Way> (the "Property"); and

**WHEREAS**, the Property is improved with <named improvement, example: softball diamond, beach volleyball court, etc> (the "Access Area") described and depicted with particularity on Exhibit A, attached hereto and incorporated herein by this reference; and

**WHEREAS**, <include historical use of park and/or history with the association and the location for the improvement, or include the goal of the improvement>

**WHEREAS**, the Association proposes to make such improvements at its own cost and expense and for the work to be performed by Association volunteers;

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <Requested Improvement>. The City hereby authorizes the Association to enter the Access Area to construct and install improvements to the <requested improvement, example: softball field>, including <written description of construction elements as previously submitted and approved additions> (collectively, the "Work"). The Association shall perform the Work or cause the Work to be performed at its sole cost, expense, liability and in strict compliance with the terms and conditions contained herein.

2. Plans and Permits. The Project shall be constructed in accordance with the plans as shown in Exhibit D attached hereto and incorporated herein by this reference, and as required by the City of Rohnert Park's Manual of Standards. Association shall conduct the Work in full compliance with the regulations, rules, and other requirements as may be directed by the City's Director of Public Works, including, but not limited to, the inspection schedule set forth in Exhibit "D." Permits and fees relating thereto are waived. Association shall submit a construction schedule to the City's Director of Public Works not less than fourteen (14) days' written prior to the proposed date of commencement of the Work. Within seven days, City's Director of Public Works shall review and either approve the construction schedule or provide written revisions to Association. City's Director of Public Works' decision on the construction schedule shall be final.

3. Construction Standards. All of the Work will be carried out and diligently completed by Association in a first-class, workmanlike manner, and in strict compliance with approved plans, applicable laws, and this Agreement. Association shall comply with any and all direction given by the City's Director of Public Works, or her designee. All work shall be completed by duly licensed and insured contractors, which contractors shall be reasonably acceptable to City, as evidenced by City's written approval from the City Manager. Association shall require its contractors selected for the Work to execute the Certificate regarding Workers Compensation in the form attached as Exhibit B hereto and to provide City with certificates of insurance from its contractors evidencing that the insurance requirements of this Agreement are maintained by said contractors and require that the contractors provide the City the same indemnity as required by Association under this Agreement. Association shall indemnify, defend (with counsel reasonably approved by City) and hold harmless City and its respective officers, employees, agents, and volunteers from any claims, actions, losses, damages, and/or liability arising out of Association's failure to fulfill its obligations set forth in this Section 3. Association's indemnity obligation shall survive completion of the Work and the expiration or earlier termination of this Agreement and shall not be limited by the existence or availability of insurance.

4. Cost of Construction. All costs of construction shall be the sole responsibility of Association. The Association shall conduct any construction program in such a manner that no mechanic's liens or materialman's liens shall be asserted, or purportedly asserted, against the Property, the Access Area, or any improvements thereon. If any such lien shall be asserted, Association shall indemnify and defend City (with counsel reasonably approved by City) against such lien. Association's indemnity obligation shall survive completion of the Work and the expiration or earlier termination of this Agreement and shall not be limited by the existence or availability of insurance.

5. Acceptance of Improvements. If the Work is properly completed and delivered to City in accordance with this Agreement, the City Manager shall be authorized to accept the Work. Upon Association's delivery of the Work and acceptance thereof by the City Manager, this Agreement shall terminate except for those obligations of Association that survive the termination of this Agreement.

6. Indemnification. To the fullest extent permitted by law, the Association shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers, from and against any and all liability, loss, damage, claims, and expenses including reasonable costs and attorney's fees arising out of or resulting from Association's activities in performance of this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law. The indemnity provision of this section shall survive the expiration or earlier termination of this Agreement.

7. Volunteer Waiver of Liability. Association shall be responsible to secure a signed City of Rohnert Park Waiver of Liability and Indemnification Agreement, attached hereto as Exhibit C and incorporated by this reference, from each volunteer. The signed waivers shall be delivered to the City prior to the commencement of any of the Work.

8. Insurance Requirements. Association shall procure and maintain 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 Association, its agents, representatives, or volunteers.

Coverage shall be at least as broad as: Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with

limits no less than \$1,000,000 per occurrence. If the Association maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Association. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Association including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this agreement, the Association's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 Softball's insurance and shall not contribute with it.

Association hereby grants to City a waiver of any right to subrogation which any insurer of said Association may acquire against the City by virtue of the payment of any loss under such insurance. Association agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9. Notices. All notices, demands, and required or necessary communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

City's Notice Address:	City of Rohnert Park
	130 Avram Avenue
	Rohnert Park, CA 94928-1180
	ATTN: City Manager

10. Notices. All notices, demands, and required or necessary communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

City's Notice Address:	City of Rohnert Park
	130 Avram Avenue
	Rohnert Park, CA 94928-1180
	ATTN: City Manager

Any notice, demand, request, consent, approval or communication that either party desires or is required to give

to the other party or any other person, shall be in writing and either served personally, sent by United States mail, postage prepaid, first-class mail, certified or registered, return receipt requested, or by nationally recognized overnight courier to the other party at the address listed in above in this Section. Either party may change its address by notifying the other parties in writing of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt if personally delivered on a business day; otherwise on the next business day, or (ii) the date of delivery or refusal of the addressee to accept delivery if delivered on a business day, otherwise on the next business day, if such notice is sent by United States mail, postage prepaid, first-class mail, certified or registered, return receipt requested, or by nationally recognized overnight courier.

11. Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement.
12. Duration and Termination of Agreement: This Agreement shall remain in effect until the Work is completed and accepted by the City, but in no event later than one (I) year from the date first written above.

IN WITNESS WHEREOF, City and Association have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

ASSOCIATION

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

Per Resolution No. 20 - adopted by the Rohnert Park  
City Council at its meeting of <<Date of meeting>>.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

ATTEST:

By: \_\_\_\_\_

City Clerk

## Exhibit A: Description and Depiction of Access Area

Exhibit B:

CERTIFICATE REGARDING WORKERS'  
COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (A) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (B) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

Contractor:

---

---

By:

Its:

In accordance with Article 5 (commencing at Section 1860), Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.

Exhibit C

City of Rohnert Park Waiver of Liability and  
Indemnification Agreement

I am a participant in the Rohnert Park Girls Amateur Softball Association Field Improvement Project. As a condition of being allowed to participate in this Activity, I agree to the following:

I am fully aware there are special dangers and risks inherent in this activity, including, but not limited to, exposure to sharp objects, tools, chemicals, insect and animal bites, trip and fall hazards which could result in serious physical injury, death or other harmful consequences that may arise or result directly or indirectly to me from my participation in this activity. I assume any expenses and liabilities I incur in the event of any accident, illness or other incapacity.

I understand and agree that neither the City of Rohnert Park nor any of its officers, agents, volunteers or employees shall be held responsible or made the subject of any claim for damages or liability arising from bodily injury, property damage or loss of any sort to me, arising out of or related to my participation in the Rohnert Park Girls Amateur Softball Association Field Improvement Project, whether the result of the negligence acts or omission of the City of Rohnert Park.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES (THE CITY OF ROHNERT PARK, ITS EMPLOYEES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, OFFICERS, ASSIGNS AND SUCCESSORS) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES, SUSTAINED BY ME, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY OR DAMAGE, OR ANY OTHER COST THAT MAY OCCUR AS THE RESULT OF SUCH A CLAIM.

<<name, date and signature fields>>



## Exhibit D: Plans, Specifications, and Inspection Schedule

Sample Agreement for Example Only

**ACCESS AND IMPROVEMENT AGREEMENT**

**CITY OF ROHNERT PARK**

**ROHNERT PARK GIRLS AMATEUR SOFTBALL ASSOCIATION**

**THIS ACCESS AND IMPROVEMENT AGREEMENT** (this "Agreement") is entered into this 11<sup>th</sup> day of January, 2022, by and between the City of Rohnert Park, a municipal corporation existing under the laws of California (the "City"), and the Rohnert Park Girls Amateur Softball Association, a California non-profit corporation with a principal place of business in Rohnert Park, California (the "Association"). City and Association are sometimes referred to herein, each as a "party" and collectively, as the "Parties."

**WHEREAS**, the City owns certain real property in Rohnert Park, located at 1401 Middlebrook Way (the "Property"); and

**WHEREAS**, the Property is improved with a regulation sized softball field diamond (the "Access Area") described and depicted with particularity on Exhibit A, attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Association has historically used the same for spring and summer youth recreation purposes as a youth-oriented softball diamond and wishes to make improvements to the field that would include grading of the field, adding protective netting in front of the bleachers, and other improvements; and

**WHEREAS**, the Association proposes to make such improvements at its own cost and expense and for the work to be performed by Association volunteers;

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Softball Field Improvement. The City hereby authorizes the Association to enter the Access Area to construct and install improvements to the softball field diamond, including grading of the field, installation of protective netting in front of spectator bleachers, and other improvements (collectively, the "Work"). The Association shall perform the Work or cause the Work to be performed at its sole cost, expense, liability and in strict compliance with the terms and conditions contained herein.

2. Plans and Permits. The Project shall be constructed in accordance with the plans as shown in Exhibit D attached hereto and incorporated herein by this reference, and as required by the City of Rohnert Park's Manual of Standards. Association shall conduct the Work in full compliance with the regulations, rules, and other requirements as may be directed by the City's Director of Public Works, including, but not limited to, the inspection schedule set forth in Exhibit "D." Permits and fees relating thereto are waived. Association shall submit a construction schedule to

the City's Director of Community Services not less than fourteen (14) days' written prior to the proposed date of commencement of the Work. Within seven days, City's Director of Community Services shall review and either approve the construction schedule or provide written revisions to Association. City's Director of Community Services' decision on the construction schedule shall be final.

3. Construction Standards. All of the Work will be carried out and diligently completed by Association in a first-class, workmanlike manner, and in strict compliance with approved plans, applicable laws, and this Agreement. Association shall comply with any and all direction given by the City's Director of Public Works, or her designee. All work shall be completed by duly licensed and insured contractors, which contractors shall be reasonably acceptable to City, as evidenced by City's written approval from the City Manager. Association shall require its contractors selected for the Work to execute the Certificate regarding Workers Compensation in the form attached as Exhibit B hereto and to provide City with certificates of insurance from its contractors evidencing that the insurance requirements of this Agreement are maintained by said contractors and require that the contractors provide the City the same indemnity as required by Association under this Agreement. Association shall indemnify, defend (with counsel reasonably approved by City) and hold harmless City and its respective officers, employees, agents, and volunteers from any claims, actions, losses, damages, and/or liability arising out of Association's failure to fulfill its obligations set forth in this Section 3. Association's indemnity obligation shall survive completion of the Work and the expiration or earlier termination of this Agreement and shall not be limited by the existence or availability of insurance.

4. Cost of Construction. All costs of construction shall be the sole responsibility of Association. The Association shall conduct any construction program in such a manner that no mechanic's liens or materialman's liens shall be asserted, or purportedly asserted, against the Property, the Access Area, or any improvements thereon. If any such lien shall be asserted, Association shall indemnify and defend City (with counsel reasonably approved by City) against such lien. Association's indemnity obligation shall survive completion of the Work and the expiration or earlier termination of this Agreement and shall not be limited by the existence or availability of insurance.

5. Acceptance of Improvements. If the Work is properly completed and delivered to City in accordance with this Agreement, the City Manager shall be authorized to accept the Work. Upon Association's delivery of the Work and acceptance thereof by the City Manager, this Agreement shall terminate except for those obligations of Association that survive the termination of this Agreement.

6. Indemnification. To the fullest extent permitted by law, the Association shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers, from and against any and all liability, loss, damage, claims, and expenses including reasonable costs and attorney's fees arising out of or resulting from Association's activities in performance of this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law. The indemnity provision of this section shall survive the expiration or earlier termination of this Agreement.

7. Volunteer Waiver of Liability. Association shall be responsible to secure a signed City of Rohnert Park Waiver of Liability and Indemnification Agreement, attached hereto as Exhibit C

and incorporated by this reference, from each volunteer. The signed waivers shall be delivered to City prior to the commencement of any of the Work.

8. Insurance Requirements. Association shall procure and maintain 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 Association, its agents, representatives, or volunteers.

Coverage shall be at least as broad as: Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If the Association maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Association. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Association including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this agreement, the Association's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 Softball's insurance and shall not contribute with it.

Association hereby grants to City a waiver of any right to subrogation which any insurer of said Association may acquire against the City by virtue of the payment of any loss under such insurance. Association agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9. Notices. All notices, demands, and required or necessary communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

City's Notice Address:

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928-1180  
ATTN: City Manager

Association's Notice Address: Rohnert Park Girls Amateur Softball Association  
7430 Maureen Lane  
Rohnert Park, CA 94928  
ATTN: Jason Turner, CEO

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person, shall be in writing and either served personally, sent by United States mail, postage prepaid, first-class mail, certified or registered, return receipt requested, or by nationally recognized overnight courier to the other party at the address listed in above in this Section. Either party may change its address by notifying the other parties in writing of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt if personally delivered on a business day; otherwise on the next business day, or (ii) the date of delivery or refusal of the addressee to accept delivery if delivered on a business day, otherwise on the next business day, if such notice is sent by United States mail, postage prepaid, first-class mail, certified or registered, return receipt requested, or by nationally recognized overnight courier.

10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement.

11. Duration and Termination of Agreement: This Agreement shall remain in effect until the Work is completed and accepted by the City, but in no event later than one (1) year from the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

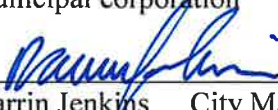
IN WITNESS WHEREOF, City and Rohnert Park Girls Amateur Softball Association have executed this Agreement as of the Effective Date.

Dated: 3/9/2022

Dated: 1/25/22

CITY OF ROHNERT PARK, a California  
municipal corporation

Rohnert Park Girls Amateur Softball  
Association

By:   
Darrin Jenkins City Manager

By:   
Name: GARY Callinan  
Title: Field Maintenance

Per Resolution No. 2022-006 adopted by  
the Rohnert Park City Council at its meeting  
of January 11, 2022.

ATTEST:

  
Name:  
City Clerk

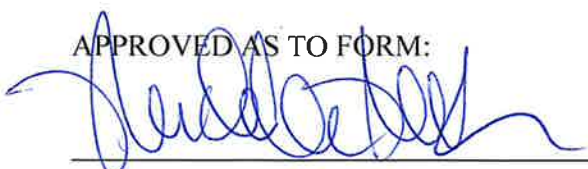
APPROVED AS TO FORM:  
  
Name:  
City Attorney

EXHIBIT A  
Description and Depiction of Access Area

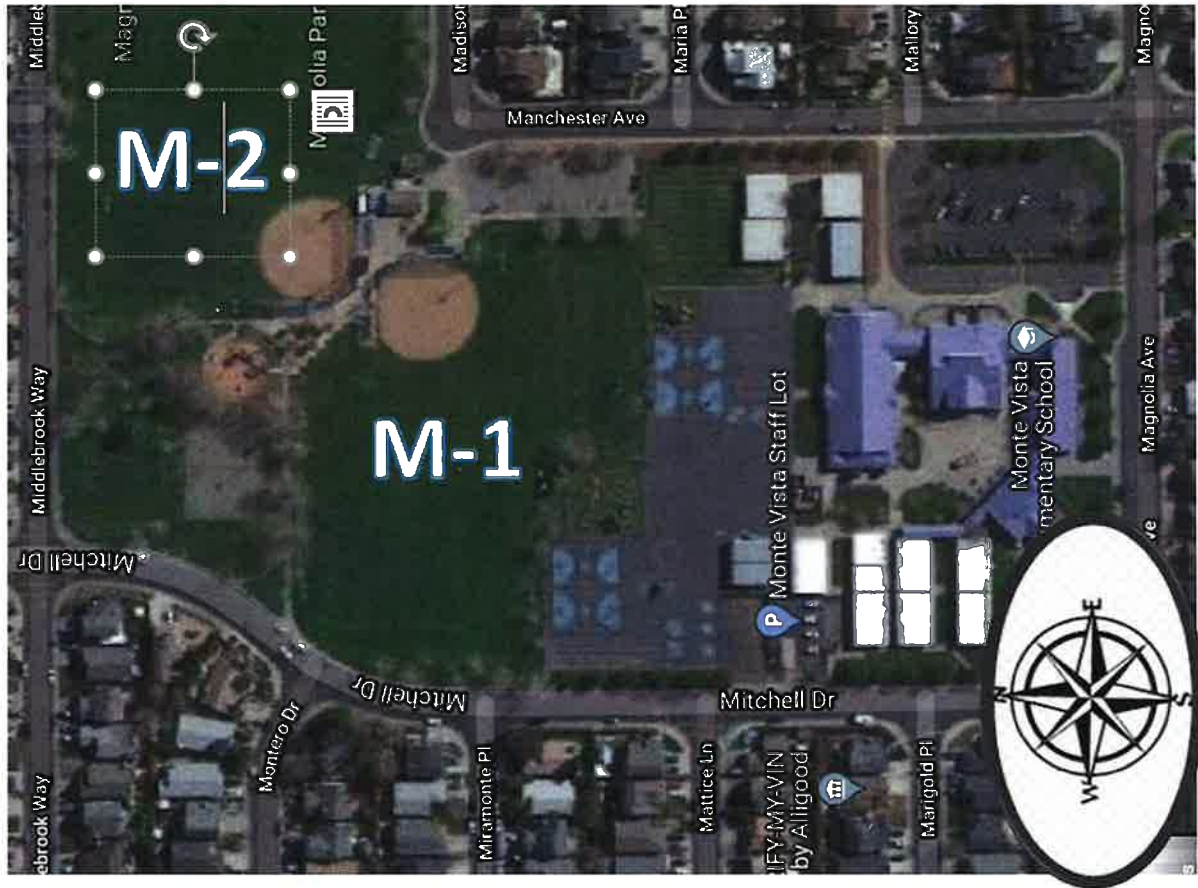


EXHIBIT B

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (A) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (B) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

Contractor:

---

---

By:

Its:

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.



## EXHIBIT C

### City of Rohnert Park Waiver of Liability and Indemnification Agreement

I am a participant in the Rohnert Park Girls Amateur Softball Association Field Improvement Project. As a condition of being allowed to participate in this Activity, I agree to the following:

I am fully aware there are special dangers and risks inherent in this activity, including, but not limited to, exposure to sharp objects, tools, chemicals, insect and animal bites, trip and fall hazards which could result in serious physical injury, death or other harmful consequences that may arise or result directly or indirectly to me from my participation in this activity. I assume any expenses and liabilities I incur in the event of any accident, illness or other incapacity.

I understand and agree that neither the City of Rohnert Park nor any of its officers, agents, volunteers or employees shall be held responsible or made the subject of any claim for damages or liability arising from bodily injury, property damage or loss of any sort to me, arising out of or related to my participation in the Rohnert Park Girls Amateur Softball Association Field Improvement Project, whether the result of the negligence acts or omission of the City of Rohnert Park.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES (THE CITY OF ROHNERT PARK, ITS EMPLOYEES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, OFFICERS, ASSIGNS AND SUCCESSORS) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES, SUSTAINED BY ME, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY OR DAMAGE, OR ANY OTHER COST THAT MAY OCCUR AS THE RESULT OF SUCH A CLAIM.

<<name, date and signature fields>>

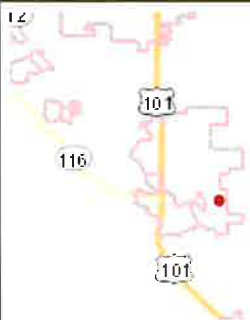
## EXHIBIT D

### Plans, Specifications, and Inspection Schedule

# Magnolia Park Improvement Plan



Softball Fields



1/4/2022

Scale 1: 600

0 Miles 0.01

### Softball Field Improvement Scope

- Remove the bases and the pitching mound from the field to maintain the fields by bringing the slopes back to their original condition, with a raised infield and slope to the outfield to shed water away from field of play (roughly 1% sloped).
- Install additional structural base on the field to fill the holes utilizing a loam soil or similar structural soil as approved by the Director of Public Works, and reuse the infield mix once a good base is established.
- Perform the same maintenance work as listed above on the bullpens as material allows.
- Raise the bullpen fence by roughly 5ft with some sort of netting, as approved by the Director of Public Works
- Work with the utilities department to add a water source for spraying the infield down as needed and located in the field. At no time shall the Softball League connect to the city water system.
- Install a sunshade net over all of the bleachers for the spectators to provide shade during the season. The Softball League would remove & store after the season ended.
- All other components of the field shall remain undisturbed, and any damage incurred during construction shall be the responsibility of the Softball League to correct to the approval of the Director of Public Works.
- All equipment on-site shall only be operated by individuals with the proper certifications and training to safely handle the equipment.

### Inspection Requirements

Inspections are required at the following intervals and are required to meet the city of Rohnert Park Manual of Standards:

- During construction set up
- During base rock installation (after compaction)
- At final course leveling