

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: September 21, 2023**

**Item description/summary: Plumas Lake Adult Softball League**

Plumas Lake Adult Softball League was suspended at the August board meeting due to a letter received from National Softball Association (NSA), violating the use agreement by not being a verifiable nonprofit with the State and IRS, and violation of Yuba County Ordinance #8.76. The league was asked to fully resolve these matters by writing a letter to NSA confirming no affiliation or association with NSA, completing their nonprofit status so that it is verifiable with the state and IRS, and provide letters from players agreeing that they will not consume alcohol on OPUD property and implement the rule of no alcohol consumption in the parks in their game policies.

OPUD received a certified letter from Plumas Lake Adult Softball League that was sent to NSA confirming no affiliation, 17 signed letters from PLAS board members and players pledging no alcohol consumption on OPUD property, PLAS modified rules pertaining to no alcohol consumption at OPUD parks, a certificate of status from the Secretary of State, and the starting of non-profit paperwork with the IRS.

**Fiscal Analysis:**

Plumas Lake Adult Softball League officially cancelled their season in order to rectify the issues listed above. The Secretary of State has an active status as of August 31, 2023, but does not reflect any documents that are currently pending review or outstanding that may affect the status. The Secretary of State requires the league to submit a Statement of Information by November 29, 2023, and yearly after to maintain the status. The Statement of Information is currently outstanding. On September 19, 2023, at 5:00 p.m. an application for 501c4 (Social Welfare Organization) was filed with the IRS. The application was accepted by the system, but final approval has not been given as additional information may still be needed.

**Sample Motion/Staff Recommendation:**

It is recommended that the Board direct the league to finalize their paperwork with the IRS and Secretary of State for their official nonprofit status so as to not be in violation of the Use Agreement. All finalized paperwork should be presented to OPUD in March, a month before the next season is to begin, to ensure compliance. This will also allow time for NSA to review the letter sent by PLAS and allow for any further communication from NSA to OPUD.

Prepared by:

Bri Anne Ritchie, Board Clerk/Executive Assistant

# USE AGREEMENT

**THIS USE AGREEMENT (“Agreement”)** is entered into on this the 4th Day of May 2015 , by and between the Olivehurst Public Utility District a public utility district formed and existing under California law (hereinafter referred to as “OPUD”), and the Plumas Lake Sports Association (hereinafter referred to as “PLSA”).

## RECITALS

- A.** OPUD owns and has available for use certain premises; and
- B.** PLSA is seeking a facility to conduct its recreation programs and is willing to care for the facilities in question and offer low-cost programs to residents from Plumas Lake and surrounding communities;
- C.** PLSA will benefit from this agreement in that it will obtain shared use of the premises where it can operate its programs and activities; and
- D.** OPUD will benefit in that it will help to facilitate community-oriented programs coming into Plumas Lake and surrounding communities and that said premises will again be utilized for its intended purposes, which is to serve community oriented activities in and around Plumas Lake.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

## **1. AGREEMENT**

OPUD is the owner of certain real property situated in the County of Yuba, State of California, commonly known as the Baseball/Softball fields at Eufay Wood Sr Park on River Oaks Blvd. @ Zanes Dr, Plumas Lake, CA 95961 Plumas Lake, CA 95961. (“the Property”). OPUD hereby agrees to allow limited use of the Property to the PLSA.

## **2. TERM OF AGREEMENT**

The term of this Agreement shall commence upon the execution of this Agreement and continue thereafter indefinitely or until otherwise terminated by either party, with or without cause.

## **3. USE OF PROPERTY**

PLSA hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLSA

shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describe the PLSA use of the Property:

- A. PLSA shall have use of the Property from 3:00pm to dusk every Sunday, between April 1<sup>st</sup> and October 1<sup>st</sup> each year. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLSA an alternative use which OPUD, in its sole discretion, deems is necessary.
- B. At times when either OPUD or PLSA does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9<sup>th</sup> Ave, Olivehurst, CA 95961.

#### **4. UTILITIES AND SERVICES**

OPUD will cover all Utility and Service expenses including but not limited to phone, water, electricity, gas, garbage removal, sanitary sewage disposal service and any other cost necessary or incidental to PLSA use of the property pursuant to this agreement (collectively "Utilities")<sup>1</sup>

#### **5. TAX EXEMPT STATUS, LIENS, ENCUMBRANCES**

The PLSA is a not-for-profit community organized group. The PLSA agrees to keep the Property free and clear of all levies, liens and encumbrances for the term of the lease.

#### **6. ASSIGNMENT OR SUBLEASE**

PLSA will not assign this Agreement, nor sublet the Property, nor any part thereof.

#### **7. MAINTENANCE, REPAIR & ALTERATIONS AND ADDITIONS BY THE WSSLL**

PLSA, may, during the term of the Agreement, make minor alterations, modifications or improvements to the Property provided the same shall not be detrimental to the Property, including its integrity and usefulness. Anything used in the alteration process will then become the Property of OPUD. At the discretion of OPUD, the PLSA may be required to return the Property to pre-lease condition upon the expiration of the term of the lease, reasonable wear and tear expected. PLSA agrees, at the PLSA's own expense, to keep the Property in good condition and repair, and to deliver to OPUD physical possession of the Property at the end of the Term in good condition and repair, reasonable wear and tear and use, and loss by fire or other casualty or by earthquake or other act of God accepted. The PLSA agrees to repair any damage to the Property caused by or in connection with the use of the Property, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting walls where required by OPUD to OPUD's reasonable satisfaction, all at the PLSA's sole cost and expense.

The PLSA shall after each meeting or use of the Property, clean any debris, trash, or other soiling caused by the meeting or use. The PLSA shall use its own cleaning supplies to perform the same.

The PLSA will be responsible for any and all costs associated with damages caused to any OPUD property as a direct result of the PLSA's staff, volunteers or members, participants or its invitees.

## **8. LEGAL TITLE**

Legal title to the Property shall remain vested in OPUD.

## **9. ENTRY AND INSPECTION**

OPUD or its agents may, at any time, enter into and upon the Property for the purpose of inspecting the same, or to make repairs, alterations or additions. . OPUD shall not have access to confidential information related to PLSA business activities.

## **10. DUTY TO INSURE**

PLSA shall obtain and maintain in force a commercial general liability insurance policy covering liability for injury to persons or property occurring in or about the Property (1 million dollars per occurrence). The required insurance shall be obtained from a company lawfully authorized to do business in California. A certificate of insurance evidencing the foregoing and showing OPUD as an additional insured shall be provided to OPUD contemporaneously with the execution of this agreement.

The PLSA shall forthwith notify OPUD, in writing, with a full description of the facts, circumstances, nature, results, and names and addresses involved about any occurrences on the Property which involve any injury to person or property, and shall provide OPUD promptly with copies of any claims for damages of any sort, including complaints in any court actions involving such claims.

## **11. SUCCESSORS**

OPUD and the PLSA, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this agreement with respect to the terms of this Agreement.

## **12. WRITTEN NOTICE**

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage pre-paid, certified and addressed to General Manager, OPUD, 1970 9<sup>th</sup> Ave, Olivehurst, CA 95691, or such other address as either party may designate in writing from time to time.

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage pre-paid, certified and addressed to PLSA, 1186 Dark Horse Way, Plumas Lake, CA 95961, or such other address as either party may designate in writing from time to time.

### **13. WAIVER**

None of the provisions of this agreement shall be considered waived by either party unless such waiver is specified in writing.

### **14. LICENSES AND PERMITS**

Upon commencement of this agreement, the PLSA will possess all current licenses and permits required by OPUD, the State of California and/or any other applicable public agency to operate as a nonprofit organization.

### **15. TERMINATION**

Either party has the right to terminate this lease, with or without cause, during its term, by giving written notice of its intent to terminate thirty (30) calendar days prior to the intended termination date.

## **16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted and this agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party the agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject, which are in effect as of the date of this agreement, and any later changes, which do not materially and substantially alter the provision of the parties.

## **17. SEVERABILITY**

Should any provision of this agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this agreement.

## **18. ARBITRATION OF DISPUTES**

**THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, EACH PARTY WAIVES ANY RIGHT TO COMMENCE LEGAL ACTION OR ARBITRATION OTHER THAN AS PROVIDED UNDER THE TERMS OF THIS AGREEMENT, AND THIS AGREEMENT SHALL PROVIDE THE SOLE AND EXCLUSIVE REMEDY FOR RESOLUTION OF DISPUTES.**

**THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATION OR FUNCTION OF THE ARBITRATOR IN ANY MANNER OR FASHION.**

**APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF YUBA.**

**THE ARBITRATOR'S FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR**

**APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTling THE MATTER. A STATEMENT OF PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COSTS OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY, IF IN THE ARBITRATOR'S DETERMINATION, THE POSITION TAKEN OR MAINTAINED WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.**

**THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL (A) SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTY SHALL LAPSE BY THEIR TERM, OR (B) THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT OR (C) THE ARBITRATOR SHALL MODIFY THOSE TERMS.**

**THIS ARBITRATION PROVISION SHALL BIND THE PARTIES AND THE PARTIES' SUCCESSORS, ASSIGNS, TRANSFEREES, OR ANY OTHER PERSON OR ENTITY ALLEGING RIGHTS BY OR THROUGH DISTRICT OR DEVELOPER.**

## **19. VENUE/GOVERNING LAWS**

This agreement shall be governed by the laws of the State of California and venue shall be exclusive to Yuba County, California.

## 20. INDEMNIFICATION; ATTORNEY'S FEES

The PLSA shall indemnify, defend and hold harmless OPUD and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, and costs, including without limitation costs and fees of litigation, of every nature and kind arising out of or in connection with the PLSA 's performance or work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage that is caused by the intentional misconduct of OPUD, its employees, agents or contractors. This indemnification includes any and all costs and expenses for attorneys' and consultants' fees in litigation, mediation and arbitration.

If suit is brought by either party to this Agreement to enforce any of its terms, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

## 21. ENTIRE AGREEMENT

This agreement represents the entire agreement between OPUD and the PLSL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended or modified only by an agreement in writing, signed by both OPUD and the WSSL.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

OPUD:

Timothy R. Shaw  
Name


  
Signature

General Manager  
Position Title

3-18-2016  
Date

Plumas Lake Sports  
Association

Brendan K. McHugh  
Name

  
Signature

President, Plumas Lake Sports Assoc.  
Position Title

3-18-2016  
Date



# AMENDMENT TO USE AGREEMENT

## 3. USE OF PROPERTY

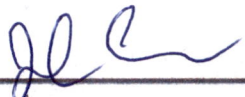
PLSA hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLSA shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describe the PLSA use of the Property:

- A. PLSA shall have use of the Property from 3:00pm to dusk every Sunday, between April 1<sup>st</sup> and December 1<sup>st</sup> of each year. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLSA an alternative use which OPUD, in its sole discretion, deems is necessary.
- B. At times when either OPUD or PLSA does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9<sup>th</sup> Ave, Olivehurst, CA 95961.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Agreement.

OPUD:

John Tillotson

  
\_\_\_\_\_  
Signature

General Manager

11-17-22  
\_\_\_\_\_  
Date

Plumas Lake Sports  
Association:

David Coyer  
\_\_\_\_\_  
Name

League President  
\_\_\_\_\_  
Position Title

  
\_\_\_\_\_  
Signature

11/14/2022  
\_\_\_\_\_  
Date

## AMENDMENT TO USE AGREEMENT 2

### 3. USE OF PROPERTY


PLSA hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLSA shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describe the PLSA use of the Property:

- A. PLSA shall have use of the Property from 12:00pm to dusk every Sunday, between April 1<sup>st</sup> and December 1<sup>st</sup> of each year. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLSA an alternative use which OPUD, in its sole discretion, deems is necessary.
- B. At times when either OPUD or PLSA does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9<sup>th</sup> Ave, Olivehurst, CA 95961.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Agreement.

OPUD:

John Tillotson

  
\_\_\_\_\_  
Signature

5-30-23

\_\_\_\_\_  
Date

General Manager


Plumas Lake Sports  
Association:

David Cryer

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Position Title

  
\_\_\_\_\_  
Signature

5/22/2023

\_\_\_\_\_  
Date



PlayNSA.com

**National Softball Association  
Baseball Players Association**

PO Box 7  
Nicholasville, KY 40356

859-887-4114



PlayBPA.com

July 7, 2023

Plumas Lake Softball Association

This league is not affiliated with NSA!

Teams and Umpires aren't sanctioned by NSA.

The league doesn't have NSA (COI) Certificate of Insurance.

Any use of NSA for rules or Equipment aren't approved or authorized by NSA.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Horton".

Bill Horton  
NSA-BPA President/CEO

RECEIVED  
AUG 7 2023

BY: \_\_\_\_\_



# Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Sports Association

City

Enter City

State

California

Country

United States

RESET

SEARCH

[Search Tips](#)

**⚠ Your search did not return any results. Try again.**  
Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

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- Taxpayer Bill of Rights
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- Independent Office of Appeals

### RESOLVE AN ISSUE

- IRS Notices and Letters
- Identity Theft
- Phishing

### LANGUAGES

- Español
- 中文(简体)
- 中文(繁體)

### RELATED SITES

- U.S. Treasury
- Treasury Inspector General for Tax Administration



# Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Adult Softball League

City

Enter City

State

California

Country

United States

RESET

SEARCH

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**⚠ Your search did not return any results. Try again.**

**Need Help?** See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

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### LANGUAGES

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[中文\(繁體\)](#)

### RELATED SITES

[U.S. Treasury](#)

[Treasury Inspector General for Tax Administration](#)

# Plumas Lake Softball



9/5/2023

NSA-BPA President/CEO-National Softball Association  
PO Box 7  
Nicholasville, KY 40356  
859-887-4114

**Re: Plumas Lake Softball Association/League**

**To Whom it may Concern:**

On 8/14/23 we received a letter dated 7/7/23 facilitating a cease and desist because we are not an affiliate or sanctioned league with NSA. We are writing to you to clarify that we are in fact not affiliated or sanctioned with NSA softball and have never advertised as such. We do, however, require that the equipment used in our league have the NSA stamp to comply with an amended set of "house rules" for the sake of the safety of our league participants.

We apologize for any confusion this inquiry may have caused and hope that if, in the future, we apply to be affiliated that this will not impact any decision made. Please do not hesitate to contact us for any further questions or concerns via email at [plsoftballleague@gmail.com](mailto:plsoftballleague@gmail.com).

Sincerely,



David Cryer  
President

CC: OPUD (Olivehurst Public Utility Department)



## PLSA LEAGUE PLAY AMENDMENTS

**Disclaimer:** All PLSA amendments to NSA gameplay rules are to keep in the spirit and safety of the league and will be enforced in league play at the discretion of game officials in conjunction with league officials.

Any and all players may contest PLSA amendments at will with the game official (game time will NOT be stopped to review rules contested). PLSA is not affiliated with the National Softball Association. Any NSA reference is just that.

### 1. Safety/Commitment Line

- a. A Commitment Line will be chalked in foul territory along the 3rd base line perpendicular to the pitcher's mound.
- b. A safety line will be chalked parallel to the Commitment Line perpendicular to home plate.
- c. All plays at home plate are force outs. The catcher must have control of the ball and be in contact with home plate BEFORE a runner makes ground contact behind the Safety Line to secure the force out.
- d. Any runner that crosses the commitment line on a live play is REQUIRED to attempt to advance and cross the Safety Line.
- e. Any runner that crosses the Commitment Line and retreats back across the Commitment Line is ruled out.
- f. Any runner advancing to home that touches home plate is ruled out.

### 2. Lineups and Field Positions

- a. Due to league configuration (Hat Draw) Lineups are allowed back to back male batters (no more than 2 males) as necessary. Adjustments based on sign-ups will be made at the discretion of league and field officials as needed. BOTH teams are afforded the same lineup configuration prior to game time.
- b. Teams are required to field a minimum of 4 females.
- c. A female must hold a minimum of 1 position in the infield AND outfield.
- d. A game may proceed with a minimum of 8 players (4-4) on the field.
- e. Contesting a "stacked" field is the responsibility of the opposing team.
- f. Teams being contested for "stacking" the field, at the discretion of the game official, must be made to fix field positions or forfeit the game. Forfeiture will NOT be enforced retroactively.
- g. Against female batters, no infielder may start in a position beyond the dirt, no outfielder may play on the infield, and no outfielder may cross within approximately 50ft of the infield at the game officials discretion.

### 3. Coed Walk Rules (NSA Coed, Rule 4, sub. sec. b)

- a. Due to non-traditional lineup structure, females DO NOT walk after males.

- b. If a male is walked and succeeded by a male batter, 1 base is awarded to the batter.
- c. If a male batter is succeeded by a female batter, 2 bases are awarded to the batter.
- d. Batters awarded 2 bases need not touch 1st base.
- e. Base runners do not advance unless forced i.e. runner on 2nd advanced to 3rd on a 2 base walk to a male batter.

#### 4. Player Substitutions

- a. Substitute players may be entered into a game if a team cannot field a 6-4 defense (6 males, 4 females); games may proceed with a minimum of 8 players.
- b. Substitute players must come from within the league or the official sub list.
- c. A team which can field a 6-4 defense is not eligible to pick up a substitute player; and any substitute acquired without eligibility is considered an illegal substitute.
- d. Challenging of illegal substitutes is the responsibility of the opposing team and will be enforced at the field official's discretion.

#### 5. Play-off Rules

- a. Single elimination format
- b. Minimum of 4 seeds determined by number of total teams registered
- c. The championship will be a full 7 innings and no 5 run rule restriction per inning.
- d. Each team is allowed 5 Home Runs, there is no "Equalizer".
- e. Standard Run-Rule will apply: 15 runs after 4 innings and 10 runs after 5 innings (NSA Rule 5, Section 2-adjusted)

#### 6. Play-off Substitution Eligibility Requirements

- a. Substitute players must:
  - i. Be a member of PLSA official Facebook Page
  - ii. Be a paid participant of the current season
  - iii. Have participated in preceding regular season game
  - iv. Be 1:1 Substitution for a male or female player
  - v. Not be rostered with a seeded team
- b. If a team can field the minimum (6 male, 4 female) no Substitute is required.
- c. Substitute players may only be rostered for one team during postseason play.
- d. The eligibility of any sub may be challenged by a team Captain/Manager after lineups are submitted and/or before official game play begins. Any and all challenges of player eligibility will be enforced at the discretion of the official.
- e. Any substitute player that does not meet the above standard will be considered an "Illegal sub". Illegal substitution will result in loss of said player and an automatic out for said player's spot in the lineup.



7. Eufay Woods Park / PLSA substance policy:

- a. Eufay Woods Park is owned and operated by (OPUD) Olivehurst Public Utility District. It shall be unlawful for any person to possess, use or consume any alcoholic beverage in or upon the premises of any county or OPUD park or recreation area. Yuba County ordinance 8.76. Any violation of this can terminate the contract between OPUD and PLSA. No alcoholic beverages will be consumed before, during or after games while on the park premises. Any persons caught will be asked to leave and/or possible forfeiture of games.



# Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

**Entity Name:** Plumas Lake Softball League  
**Entity No.:** 5887143  
**Registration Date:** 08/31/2023  
**Entity Type:** Nonprofit Corporation - CA - Mutual Benefit  
**Formed In:** CALIFORNIA  
**Status:** Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of September 05, 2023.

**SHIRLEY N. WEBER, PH.D.**  
Secretary of State

**Certificate No.:** 142808530

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).

# Plumas Lake Softball League

## Alcohol Consumption Pledge

I, David Cryer, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: 

Date: 8/31/2023

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, David Schmidt, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: \_\_\_\_\_

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

8/30/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Christina Byles, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: 

Date: 7/1/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Brendan McHugh, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: \_\_\_\_\_



Date: 8/30/2023

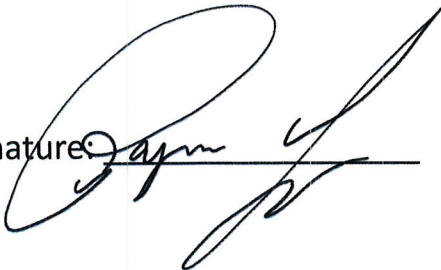
## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Raymond Leyba, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature:

A handwritten signature in black ink, appearing to read 'Raymond Leyba', written over a horizontal line.

Date:

8/24/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Matthew  
keller, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Matthew  
keller

Date: 8/23/23



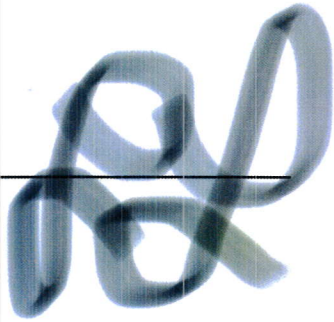
# Plumas Lake Softball League

## Alcohol Consumption Pledge

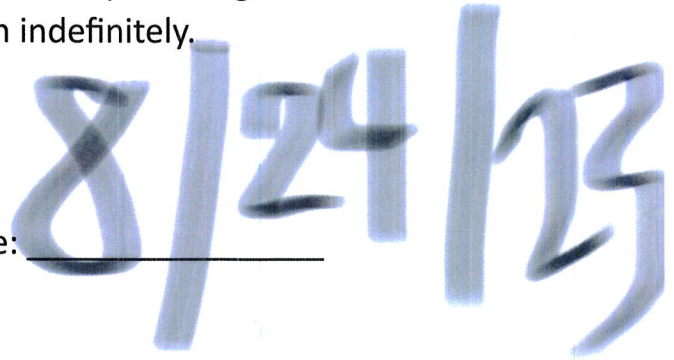
I, Leslie, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: \_\_\_\_\_



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



Plumas Lake Softball League

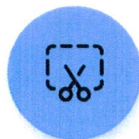
Alcohol Consumption Pledge

I, Mark Olivas, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: ML

Date: 8/24/2023



# Plumas Lake Softball League

## Alcohol Consumption Pledge

I, ~~Christina Boyes~~, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: \_\_\_\_\_



Date: 8/24/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, JOE RODRIGUEZ, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: 

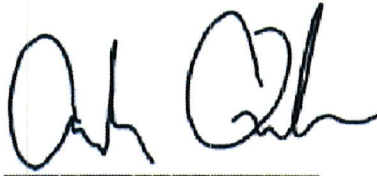
Date: 8/24/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Andy Qutami, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: 

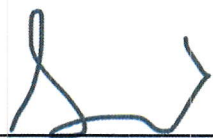
Date: 08/24/2023

# Plumas Lake Softball League

## Alcohol Consumption Pledge

I, ~~Saba Davis~~, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature:  \_\_\_\_\_

Date: 8/24/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Christina Thompson as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Christina Thompson

Date: 8/25/23

## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Helena Young, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Helena Young

Date: 08/25/23



## Plumas Lake Softball League

### Alcohol Consumption Pledge

I, Eddie cook, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Eddie cook

Date: 9/5/23

# Plumas Lake Softball League

## Alcohol Consumption Pledge

I, Steven Callahan, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Steven Callahan



Date: 8/28/2023

# Plumas Lake Softball League

## Alcohol Consumption Pledge

I, Hannah Callahan, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: *Hannah Callahan*



Date: 8/28/2023

Sort by: Date 

## Application for Recognition for Exemption Under Section 501(a) or Section 521

Organizations file this form to apply for recognition of exemption from federal income tax under Section 501(a) (other than Sections 501(c)(3) or

501(c)(4)) or Section 521.

**Form Number:** 1024

**Form Status:** Accepted

**Pay.gov Tracking ID:** 277QLACC

**Date Submitted:** 09/19/2023 17:00:31 PM

**Application Name:** Form 1024, Application for Recognition of Exemption Under Section 501(a)

The IRS receives more than 95,000 applications for tax-exempt status each year. We've provided the following guidelines for when you can expect to hear from us.

### What happens after I submit my application?

After submitting your application for tax-exempt status, you will receive an acknowledgement notice, which means the IRS has received your application. If additional information is needed, the case will be assigned to an Exempt Organizations specialist who will contact you if necessary.

### Has my application been assigned to a specialist?

Applications submitted after the postmark date in the chart below have not yet been assigned to an Exempt Organizations specialist. Keep checking this web page for updates and await IRS contact. **There is no need to call.**

Information on [expedite handling requests](#).

**Form Number**      **Your application has not been assigned if postmarked after this date:**

Form 1023-EZ	August 26, 2023
Form 1023	January 3, 2023
Form 1024	February 27, 2023
Form 1024-A	February 8, 2023
Form 8940	January 5, 2023

**How do I check the status of my application after it has been assigned to a specialist?**

Charitable Organizations

Churches and Religious Organizations

Private Foundations

Political Organizations

Other Nonprofits

Lifecycle of an Exempt Organization

2:14 PM 9/19/2023