



AGENDA REPORT
SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: June 4, 2013

Agenda Item 6-D
Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney _____
Finance JV

Department: Beaches, Parks and Recreation/Recreation Division
Prepared By: Pamela Passow, Recreation Manager

Subject: *RECREATION SPORTS PARTNERSHIP AGREEMENTS.*

Fiscal Impact: None. Staff has budgeted appropriately for the discounts approved by the City Council at the December 18, 2012 City Council Meeting for the Recreation Sports Partners.

Summary: Staff recommends approving Recreation Sports Partnership agreements with AYSO, San Clemente Girls Softball, San Clemente Little League, and South Coast Youth Football, as well as denying Partnership to Elite Soccer.

Background: At the December 18, 2012 City Council meeting, the City Council approved Senior Partnership status for AYSO, San Clemente Girls Softball, San Clemente Little League, and South Coast Youth Football. The City Council deferred the decision about Elite Soccer until a City Council subcommittee could be formed to determine if the Partnership policy needed clarification.

Discussion: The City Council appointed Mayor Pro Tem Tim Brown and Councilmember Chris Hamm to a Sports Partnership subcommittee to review the content of the Recreation Sports Partnership Policy and to determine if Elite Soccer qualified for partnership. The Subcommittee met with Beaches, Parks & Recreation (BPR) Commission Chair Steven Streger and Commissioner Eric Swartz who served on the committee to craft the Recreation Sports Partnership Policy. Mayor Bob Baker attended one of the meetings in place of Mayor Pro Tem Brown.

The group discussed the two-year long process of developing the policy and the intent of the Beaches, Parks & Recreation Commission regarding the selection of groups the City would like as partners. Their goal of partnering with non-profit groups was to provide services the City deemed important, and to partner with those groups who could 1) provide desired services less expensively than the City could, and 2) could reach more participants than the City could alone. Typically this was accomplished by the use of a large number of volunteers the City did not have access to.

Four of the groups that applied easily met this intent, and were recommended for some level of partnership: AYSO, San Clemente Girls Softball, South Coast Youth Football, and San Clemente Little League. Two sports groups that applied stood apart from the others in the amount of their budget that went toward administrative costs: Elite Soccer and San Clemente Aquatics. Administrative costs are typically

salaries paid to coaches, umpires, or other staff, which implies less reliance on volunteers to provide the services. The four groups that were recommended for partnership had administrative costs less than 1% of their budget, Elite Soccer paid 47% of their budget in administrative costs and San Clemente Aquatics paid 49%. This issue became a pivotal point of discussion for the group.

Within the approved Recreation Sports Partnership Policy, one of the minimum requirements for partnership is, "Demonstrated financial hardship if partnership is denied and the Applicant is required to pay regular rates for use of City amenities, fields, and/or facilities". In reviewing the applications and during the group's presentations to the BPR Commission, the Commission did not feel that Elite Soccer demonstrated financial hardship and recommended denial of its application.

The San Clemente Aquatics agreement has been separated from the Recreation Sports Partnership Policy and the final agreement will be brought to the City Council for final approval at a future meeting.

After significant review and discussion, the City Council subcommittee developed recommendations to amend the Recreation Sports Partnership Policy to make selection criteria more clear. The recommended changes to the existing policy are outlined in the matrix below for your review. With regard to Elite Soccer, the subcommittee recommends denial of its application for this year based on the lack of demonstrated financial hardship, and understanding that currently soccer is currently available to residents via AYSO. Elite Soccer may apply again next year should it better meet the minimum requirements of the amended policy.

Existing Approved Policy points	Recommended Policy points
Demonstrated financial hardship if partnership is denied and the Applicant is required to pay regular rates for use of City amenities, fields, and/or facilities.	Add, Administrative costs of local organization must not be greater than 20% of total budget.
Resident requirements: Senior level 90% Junior level 75%	Must be above 90%
Demonstrated scholarships provided for those in financial need	Full scholarships must be available to 10% of participants

Attached are the Recreation Sports Partnership Agreements for AYSO, San Clemente Girls Softball, San Clemente Little League, and South Coast Youth Football (ATTACHMENTS 1-4). As in past agreements with these four youth sports groups, there are a few special considerations that are included in their agreements:

- Storage—there are established storage areas at many of the parks available for use by the youth sports groups.
- Concessions—space and the ability to sell concessions is available to youth sports groups at designated locations.
- Tournaments, camps, and clinics—recommended at 50% discount, which is consistent with amount of discount offered to San Clemente Aquatics.

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- Banners—at approved locations and time frames.

The agreements have been reviewed by the City Attorney and California Joint Powers Insurance Authority.

Recommended

Action:

STAFF RECOMMENDS THAT the City Council:

1. deny partnership status to Elite Soccer; and
2. approve Recreation Sports Partnership Agreements for AYSO, San Clemente Girls Softball, San Clemente Little League, and South Coast Youth Football; and
3. approve the recommended changes to the Recreation Sports Partnership Policy.

Attachments:

1. AYSO Recreation Sports Partnership Agreement
2. San Clemente Girls Softball Recreation Sports Partnership Agreement
3. San Clemente Little League Recreation Sports Partnership Agreement
4. South Coast Youth Football Recreation Sports Partnership Agreement
5. Recreation Sports Partnership Policy

Notification:

AYSO
Elite Soccer
San Clemente Girls Softball
San Clemente Little League
South Coast Youth Football



City of San Clemente

Beaches, Parks and Recreation Department

SENIOR PARTNERSHIP AGREEMENT

This SENIOR PARTNERSHIP AGREEMENT is entered into this 4th day of June, 2013 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and AMERICAN YOUTH SOCCER ORGANIZATION 111, a youth sports organization ("AYSO") for the period of one (1) year from and after the Effective Date.

RECITALS:

A. The City of San Clemente owns and operates ball fields throughout the community. A permit is required for reservations, lighted evening use and all club and sports organization activities.

B. San Clemente Little League is a private non-profit organization that has been involved in recreational soccer activities in San Clemente for the past 25 years. San Clemente Little League served 1,666 children, aged four to nineteen years old in 2012. Programs offered are well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents.

C. AYSO currently uses Vista Hermosa Sports Park, Forster Ranch, and Liberty Parks and desires to enter into this Senior Partnership Agreement to establish a standard and schedule of ball field usage to better serve its membership.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, City and AYSO hereby agree as follows:

1. AYSO Program Requirements

1.1. As a material inducement to City's entering into this Agreement with AYSO, AYSO agrees and covenants that, during the term of this Agreement, AYSO shall operate its program in compliance with the following requirements, and agrees that any failure to strictly comply with any of the following requirements is a material breach of this Agreement:

1.1.1. AYSO is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.

1.1.2. AYSO is not and shall not be the subject of any investigation by any government or administrative agency whether at the City, County, State or

Federal level and demonstrated history of adherence to City rules, policies and allocations.

- 1.1.3. AYSO shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsements in favor of City, and approved by the city's risk manager. AYSO's liability insurance shall be primary insurance without rights of subrogation.
- 1.1.4. AYSO remains able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and AYSO is required to pay regular rates for use of City amenities, fields, pools and/or facilities.
- 1.1.5. AYSO has and shall maintain an open enrollment policy regardless of participant's skill level.
- 1.1.6. AYSO shall have minimum play rule of 50% play for all participants.
- 1.1.7. AYSO shall provide financial scholarships to at least 10% of participants in the amount of 50-100% of the registration fees for those in financial need.
- 1.1.8. AYSO has and shall continue to have a "no discrimination" and "no alcohol" policy.
- 1.1.9. AYSO supplies and shall continue to supply participant rosters annually to City. AYSO membership shall be comprised of no less than 90% San Clemente residents.

2. AYSO Representatives To City

2.1. AYSO shall designate one official representative who shall be City's primary contact and who shall coordinate the program, field space and overall agreement with the City. The AYSO representative shall have authority to make decisions for AYSO, sign applications with City on behalf of AYSO for field use, approve billing, and understand the field operations regarding both scheduling and maintenance, assist with AYSO planning of field allocations, and be responsible for resolving conflicts if/when they arise.

2.2. AYSO is responsible for notifying City in writing within thirty (30) days of any change in its designated AYSO representative referenced in Section 2.1.

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are designated to the following division and staff position:

Recreation Division:

- Field Allocations, Applications, Billing, Insurance, Lights & Park Monitors, Conflicts: Recreation Coordinator (949) 361-8249

Parks Maintenance Division:

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- Field Improvements, Maintenance, Modifications, Closures, Vandalism: Parks Maintenance, (949) 361-8317

3. Athletic Field Rental Rates

AYSO shall timely pay the following use fees to the City. The fees noted below shall remain in effect during the entire term of this Agreement unless the Agreement is terminated. The following use fees for non-profit youth sports organizations were established in July 2012 for the fields and are collected by the Recreation Division. Fees remain in effect and apply to AYSO Senior Partnership:

Administrative Per Participant Fee: \$25 per participant

This fee covers the administration for the Beaches, Parks and Recreation Division to coordinate use of sport fields as negotiated by the Recreation Division Administration.

Park/Rental Type	Hourly	Discounts and Fees
Neighborhood	\$40	98% Discount = \$0.80/hour
Community	\$50	98% Discount = \$1.00/hour
Sport	\$60	98% Discount = \$1.20/hour
Tournaments	-	50% Discount on total rental.
Camps/Clinics	-	50% Discount on total rental.
Light Fee	\$15	No discounts on light fees.

4. Field Storage

During the term of this Agreement, AYSO is permitted to place a storage bin(s) for equipment and supplies as follows:

4.1. Designated space is provided for storage at Forster Ranch field 2 restroom building, Forster field 4 bathroom building, Liberty Park storage room, Vista Hermosa Sports Park bathroom building near fields 5 and 6, and small storage container at field 5 near bleachers.

4.2. Keys for City park storage areas will be given only to AYSO representative. A \$25 dollar key deposit and signature is required on all keys.

4.3. AYSO is responsible for maintenance, rental, and safety of the storage unit, and all supplies therein. At no time will combustible supplies be permitted to be stored in the units. For example, flammable products such as gasoline for equipment or propane for BBQ's may not be stored inside these sheds.

5. Concessions

AYSO is approved to utilize the grounds at Forster Ranch and Vista Hermosa Sports Park, to sell concessions to their participants provided they apply for the appropriate permits from the Orange County Health Department.

5.1 AYSO may only sell food products to the program participants and fans during the scheduled league dates.

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5.2 AYSO must adhere to Orange County Health Department standards for storage and preparation of food items.

5.3 Any food items left in storage should be properly stored in airtight containers to control pests and to protect the quality of the food.

5.4 AYSO will not permit children or those under 18 to operate a BBQ and other appliances or flammable liquids or materials.

5.5 No use of Styro Foam products: The City of San Clemente passed Resolution No. 04-27 on April 20, 2004, prohibiting the use of food service items comprised of expandable polystyrene, commonly referred to by the trade name "Styrofoam." Rental agreements for usage of any City-owned property or facility shall require that renter assume the responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name "Styrofoam", by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic denial of future field rentals

6. Ball Field Scheduling

Although community programs and community contract classes have priority, the City offers Senior Partners the opportunity to schedule field space in two, six month increments for the year. The scheduling of "blocks" of time is coordinated by the Recreation Division. Fields booked for AYSO are to be utilized for AYSO programs. AYSO is not to sublet field space to outside organizations. The City is making strides to offer AYSO game fields when possible in the primary season to lessen the impacts on fields by other user groups and to offer AYSO the opportunity to contribute to field maintenance. At this time, most of the City parks are not hub fields, and therefore the City reserves the right to utilize and book them for other groups when alternate field space is not available.

6.1. AYSO must complete the information application requesting needed field space in advance to assist the City in determining a Master Field Calendar.

6.2. AYSO representatives must attend the field allocation meeting to coordinate other group needs in the community.

6.3. AYSO should make every effort to request only needed field space, and not over book the fields. The Recreation Division will assist AYSO in determining necessary field space by reviewing the number of participants in AYSO and length of primary season games.

6.4. Once regular season league play begins and it is determined that not all field space is needed, the City will request that AYSO relinquish time for other rentals. It is the responsibility of AYSO to coordinate all field schedules with its participants and coaches.

6.5. It is the responsibility of AYSO to coordinate all block schedules with their participants. This includes scheduling of fields, light keys, and monitoring the fields for use. Fields that are consistently left vacant within block permit time will be reviewed by the Recreation Division for reassignment.

6.6. AYSO will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9:00pm. Curfew for lighted sports fields is 10:00pm.

7.2. Entry gates at Tierra Grande Park close at 10:00pm. Once the gates at the park are locked for the evening, vehicles will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound. This is to make the park safer and free from excessive vandalism to the sports fields by unauthorized vehicles.

7.3. City parks with ball fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). AYSO must communicate these parking limitations to their participants.

7.4. In an effort to reduce the impact on parking and congestion in these parks, the City will limit the number of rental permits on weekends during league play and summer months.

7.5. When scheduled at these park fields, AYSO must coordinate game schedules to reduce overlap of game times and allow for adequate time between games for players leaving the games to vacate parking spaces for those coming in.

8. Field Light Use

Light use at City ball fields is a separate fee from the daily hourly Field Use Fee or flat rate administrative fee. The fees vary by ball field and will be billed according to use.

8.1. Key Operated Lights: (Bonito Canyon and Vista Bahia) Youth Sport Organizations that have reserved and paid for lighted sports fields will be granted a key to operate the field lights. Keys will be checked out at the San Clemente Aquatics Center to AYSO by Recreation Division by posting a \$25 refundable deposit per key. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights.

8.2. Computer Operated Lights: (Vista Hermosa Sports Park, San Gorgonio Fields #2 & #3) Once a light schedule is determined by the user and is approved by the Recreation Division by permit, the Recreation Division will code the light towers by scheduling with MUSCO. Lights are automatically turned on and off by block time and are not permitted later than the curfew at park which is 10:00pm.

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8.3. AYSO must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. AYSO has the ability and obligation to shut the lights off if /when they plan to leave the park in advance of the time issued. The City will issue a toll free phone number to contact MUSCO Lighting and a password that allows AYSO direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. AYSO Charitable Contribution to Field Maintenance

As a Senior Partner to the City, AYSO also assists with the stewardship and maintenance of sports fields through in-kind services and financial contributions. AYSO must demonstrate the ability and willingness to contribute to the City, \$25 for each participant in the form of an annual charitable donation; or in-kind services, such as field/facility maintenance, cleaning, community service, City image promotion, and/or volunteer support of City activities as approved by City; or combination of the above, as approved by City. This donation will be required to be submitted prior to the conclusion of AYSO primary season (fall).

9.1. AYSO shall obtain prior written consent of CITY to make any alterations, additions, or improvements to CITY fields including routine field maintenance and preparations which include mowing, picking weeds, raking and/or chalking. AYSO understands that any other such alterations, additions, or improvements must comply with all state and local standards, which apply to school sites.

10. AYSO Supplies and Equipment Contribution

AYSO will continue to provide for their own field equipment, including net fencing, outfield short fences, portable mounds and other supplies as necessary as well as be responsible for field preparation as assigned below.

10.1. AYSO will be responsible for lining fields for game play as necessary for their leagues.

10.2. AYSO may store specialized field equipment and game supplies in available storage sheds as per agreement. AYSO may not sublet the storage area to other groups.

10.3. Maintenance field equipment left on City fields for the duration of the season will be the responsibility of AYSO.

11. Inclement Weather Field Procedures

When fields must be closed due to rain or other inclement weather, saturated field conditions due to irrigation problems, any damage due to vandalism, or other conditions needing immediate attention, the Parks Maintenance Division will determine the closure term and begin procedures as follows.

11.1. City will determine the appropriate amount of days for the field to remain closed to the greatest degree possible by utilizing weather reports and on-site field inspections each day and post closure signs on the fields.

11.2. Field closures will be listed on the City's official MUDLINE that can be accessed at <http://www.san-clemente.org/recreation>, select SPORTS then MUDLINE. There is also a cell phone application that can be downloaded to access these updates from this site.

11.3. AYSO will be responsible to contact their league coaches and participants to stay off the fields until further notified.

11.4. AYSO agrees to reimburse the City for any and all maintenance costs directly attributed to damage or misuse of athletic fields including unauthorized alteration of a City park site.

12. Vehicle Access

Vehicles are not permitted on City fields. AYSO must agree and acknowledge that volunteer coaches and other program participants do not drive vehicles onto the fields. This includes vehicles driven by coaches to unload game equipment or supplies for the program.

12.1. With approval from the Parks Maintenance Division, AYSO may designate a Field Representative that may have access to the field to unload FIELD maintenance supplies such as brick dust or larger game equipment such as goal posts or temporary fencing.

13. Field and Park Clean Up

Fields and associated park areas in proximity of the field should be cleaned up after each use by AYSO. This includes litter left behind from fans in the bleachers, dug outs, or snack concession stand areas. The City will provide adequate trash containers.

13.1. Materials or water from cleaning up after the event are not permitted to enter the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

It is the responsibility of AYSO to keep registered participants and their fans from engaging in un-sportsmanlike conduct, such as fighting, or rude and abusive verbal confrontations. If field representatives or game officials of the league cannot control the situation, AYSO should contact Orange County Sheriffs Department for assistance.

15. Tournaments, Camps/Clinics, Special Events and Opening Day

AYSO is permitted to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events and opening day ceremonies at a discounted rate. As many of these activities draw significant attendance at one time (200+), the City must be informed of the dates in advance and consider the potential

impacts to the neighborhood and park amenities. AYSO needs to give notice of these large and/or special programs to the Beaches, Parks and Recreation Department by way of application thirty (30) days in advance of the rental. The Recreation Division will review and coordinate the appropriate permits and services, such as planning for additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs and events.

15.1. AYSO will receive a 50% discount for Tournaments and Camps/Clinics.

15.2. AYSO will receive the Senior Partnership discount of 98% for Challenger Events, Opening and Closing Day Ceremonies.

15.3. AYSO must submit a field request and meet with City staff at least thirty (30) days prior to the program/event date and complete an Orientation Checklist.

15.4. All San Clemente Citizens are encouraged to participate in a recycling program. Under the special event policy all special event organizers must provide recycling containers at the event. Contact Environmental Services, Danna McIntosh at (949) 498-9436 for more information.

15.5. Section 16-5 of the Municipal Code prohibits the consumption of alcoholic beverages in public places, including parks.

15.6. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for a PA system, DJ's and live entertainment such as bands that include amplification for the instruments, drums, horns etc. Please review the sound ordinance for your event prior to booking or organizing the program. Applications are reviewed by the City's BPR Department.

15.7. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate 1 million dollars of liability insurance naming the City of San Clemente as additionally insured. Contact Johanne Walker in Risk Management for insurance at (949) 361-8200, and Leisha Stinson for Business Licenses at 361-6166.

15.8. Per (OCFA Guideline F-05) an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

16. League Promotions

16.1. Printed Materials: AYSO will be responsible for all printed promotional materials for the organizations leagues and tournaments. The City does not provide for copying of flyers, posters, registration packets or any other printed materials. AYSO is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park.

16.2. Magazine/Website Space: The City will list AYSO each quarter in the Recreation Magazine and City Recreation Website in the youth sports section. Space will

be limited to information for registration dates, phone numbers and contacts. AYSO is responsible for submitting accurate information to the Recreation Coordinator prior to the attached publishing schedule.

16.3. Overhead Banner Reservation: The City has an overhead banner program that is offered to Community Partners for promotional space. Banner fees are \$367 for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year, and processed by January.

16.4. Banners on Field Fences and Park Areas: The City does not allow for AYSO or any other organization that use City parks or facilities to hang banners on the fences or buildings. However, during games, tournaments, and registration days, AYSO may temporarily hang banners on the ball field fences and then remove them when vacating the field the same date. Exceptions may be made for seasonal banners on hub fields that are not regularly used by any other organization, but must be negotiated and pre approved by the Recreation Division prior to placing banners.

17. Indemnification and Insurance

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), AYSO shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any AYSO participants, invitees officers, agents, employees, representatives, or subcontractors of AYSO [collectively, the "AYSO ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of AYSO's use of the City facilities including but not limited to the San Clemente fields, by any of the AYSO entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such Indemnitee.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, AYSO shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and AYSO shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (i) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of

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- equal financial stability that is approved by City's Risk Manager for all coverage's except surety.
- (ii) name and list as additional insured City and City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured. Additional Insured Endorsement is subject to approval by the city's risk manager, at their sole discretion.
 - (iii) specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under said policy;
 - (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
 - (v) cover the operations of AYSO pursuant to the terms of this Agreement; and
 - (vi) be written on an occurrence and not a claims made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
100 Presidio, San Clemente, CA 92672

One additional copy sent to:
Beaches, Parks and Recreation Department
987 Avenida Vista Hermosa, San Clemente, CA 92673

18. Violation Warning Procedure and Disciplinary Policy

18.1. Purpose: The purpose of this policy is to implement a systematic method of enforcing the Municipal Code and Field Rules, Use and Allocation Policy.

18.2. Policy: City reserves the right to cancel or suspend any and all permits issued to AYSO as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon AYSO's violation of the City Municipal Code or this Agreement.

18.3. Commitment: AYSO's Board of Directors will work closely with their volunteer coaches, parents and participants to ensure that each team is following the rules within the established field use agreements. The Recreation Division will work closely with field user groups to address concerns and to enhance communications between staff, field users, and community.

18.4. Outcome: With the help of AYSO, public field users' concerns and field use policy issues may be eliminated. AYSO understands that being better neighbors would benefit everyone. AYSO therefore shall regularly communicate with AYSO members to educate participants, coaches and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements,

especially where traffic, noise, parking, trash and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. **Violations:** City shall document violations resulting from AYSO not following the rules as set forth in this Agreement or violating City's Municipal Codes or Department policies and procedures.

18.6. **Notification:** City staff will contact the AYSO representative to discuss any noticed incident or violation. City shall e-mail AYSO's representative, with a copy to the President, and will follow-up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. **Proposed Resolution and Timeline:** AYSO's representative will work with staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the AYSO's representative and President. If AYSO fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge AYSO for any manpower and/or equipment used to resolve the issue. AYSO shall bear all costs and expenses to completely resolve the issue.

18.8. **Warning Issued:** If the issue is not resolved by the agreed-upon date, City shall send a warning to AYSO.

- (i) **First Warning:** The first warning letter will be sent upon AYSO's first failure to resolve an issue resulting from a direct violation of the City Municipal Code, this Agreement, or Aquatic Center operating policy or rules. A letter will be written to AYSO's President and representative documenting the violation and will be placed in AYSO's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by AYSO to the Beaches, Parks and Recreation Department Director.
- (ii) **Second Warning:** Second warning occurs after a second documented violation within one year from first warning. City will send AYSO a letter notifying AYSO that a City staff member will be assigned to monitor AYSO activities due to the violation. AYSO will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) **Third Warning:** The third documented violation within a one-year (365 days) time frame from the first violation. This Agreement will be reviewed and potentially terminated. This may be appealed to the Beaches, Parks and Recreation Department Director and ultimately appealed to the Commission and/or City Council.

18.9. **Termination:**

- (i) City may, at any time, terminate this Agreement for any cause, by providing a thirty (30) day advance written notice.

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19. Term and Cooperation

19.1. The term of this agreement shall be one year from the Effective Date the Mayor executes this Agreement, and will continue until cancelled under the provisions of Section 18.9.

19.2. AYSO shall adhere to all the policies and procedures of City and cooperate with the Department and City staff to ensure that the purpose of this Agreement is met. AYSO shall not discriminate against those in its employ, volunteers or participants on account of race, religion, national origin, ethnicity, sexual orientation or gender (except where gender is a bona fide issue for the sports program.).

20. Miscellaneous

20.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

20.2. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

20.3. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

20.4. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

20.5. Singular and Plural. As used herein, the singular of any word includes the plural.

20.6. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

20.7. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

20.8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

20.9. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

20.10. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

20.11. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

20.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the Parties seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

20.13. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon the recommendation of the Community Development Director and approval of the City Attorney.

20.14. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

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20.15. Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

If to City: City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attention: City Manager

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: Jeffrey A. Goldfarb, City Attorney

If to AYSO: AYSO 111

Attention: _____

With a copy to: _____

Attention: _____

[End – signature page follows]

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IN WITNESS WHEREOF, City and AYSO have caused this Agreement to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

“AYSO”

AMERICAN YOUTH SOCCER
ORGANIZATION 111,
a youth sports organization

By: _____

Its: _____

ATTACHMENT 2



City of San Clemente
Beaches, Parks and Recreation Department

SENIOR PARTNERSHIP AGREEMENT

This SENIOR PARTNERSHIP AGREEMENT is entered into this 4th day of June, 2013 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and SAN CLEMENTE GIRLS SOFTBALL, a youth sports organization ("SCGS") for the period of one (1) year from and after the Effective Date.

RECITALS:

A. The City of San Clemente owns and operates ball fields throughout the community. A permit is required for reservations, lighted evening use and all club and sports organization activities.

B. San Clemente Girls Softball is a private non-profit organization that has been involved in recreational softball activities in San Clemente for 65 years, 12 years with the City of San Clemente. San Clemente Girls Softball served 275 children, aged five to fourteen years old in 2012. Programs offered are well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents.

C. SCGS currently uses Richard T. Steed Memorial Park, Tierra Grande Park and Liberty Park and desires to enter into this Senior Partnership Agreement to establish a standard and schedule of ball field usage to better serve its membership.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, City and SCGS hereby agree as follows:

1. SCGS Program Requirements

1.1. As a material inducement to City's entering into this Agreement with SCGS, SCGS agrees and covenants that, during the term of this Agreement, SCGS shall operate its program in compliance with the following requirements, and agrees that any failure to strictly comply with any of the following requirements is a material breach of this Agreement:

1.1.1. SCGS is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.

1.1.2. SCGS is not and shall not be the subject of any investigation by any government or administrative agency whether at the City, County, State or

Federal level and demonstrated history of adherence to City rules, policies and allocations.

- 1.1.3. SCGS shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsements in favor of City, and approved by the city's risk manager. SCGS's liability insurance shall be primary insurance without rights of subrogation.
- 1.1.4. SCGS remains able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCGS is required to pay regular rates for use of City amenities, fields, pools and/or facilities.
- 1.1.5. SCGS has and shall maintain an open enrollment policy regardless of participant's skill level.
- 1.1.6. SCGS shall have minimum play rule of 50% play for all participants.
- 1.1.7. SCGS shall provide financial scholarships to at least 10% of participants in the amount of 50-100% of the registration fees for those in financial need.
- 1.1.8. SCGS has and shall continue to have a "no discrimination" and "no alcohol" policy.
- 1.1.9. SCGS supplies and shall continue to supply participant rosters annually to City. SCGS membership shall be comprised of no less than 90% San Clemente residents.

2. SCGS Representatives To City

2.1. SCGS shall designate one official representative who shall be City's primary contact and who shall coordinate the program, field space and overall agreement with the City. The SCGS representative shall have authority to make decisions for SCGS, sign applications with City on behalf of SCGS for field use, approve billing, and understand the field operations regarding both scheduling and maintenance, assist with SCGS planning of field allocations, and be responsible for resolving conflicts if/when they arise.

2.2. SCGS is responsible for notifying City in writing within thirty (30) days of any change in its designated SCGS representative referenced in Section 2.1.

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are designated to the following division and staff position:

Recreation Division:

Field Allocations, Applications, Billing, Insurance, Lights & Park Monitors,
Conflicts: Recreation Coordinator (949) 361-8249

Parks Maintenance Division:

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Field Improvements, Maintenance, Modifications, Closures, Vandalism:
 Parks Maintenance, (949) 361-8317

3. Athletic Field Rental Rates

SCGS shall timely pay the following use fees to the City. The fees noted below shall remain in effect during the entire term of this Agreement unless the Agreement is terminated. The following use fees for non-profit youth sports organizations were established in July 2012 for the fields and are collected by the Recreation Division. Fees remain in effect and apply to SCGS Senior Partnership:

Administrative Per Participant Fee = \$25 per participant. This fee covers the administration for the Beaches, Parks and Recreation Division to coordinate use of sport fields as negotiated by the Recreation Division Administration.

Park/Rental Type	Hourly	Discounts and Fees
Neighborhood	\$40	98% Discount = \$0.80/hour
Community	\$50	98% Discount = \$1.00/hour
Sport	\$60	98% Discount = \$1.20/hour
Tournaments	-	50% Discount on total rental.
Camps/Clinics	-	50% Discount on total rental.
Light Fee	\$15	No discounts on light fees.

4. Field Storage

During the term of this Agreement, SCGS is permitted to place a storage bin(s) for equipment and supplies as follows:

4.1. Designated space is provided for Storage Bins at Talega Park- field 1 (one-3’x4’), Tierra Grande fields 2-3 (two-3’x6’), Richard T. Steed Memorial Park (five - 3’x6’ and one that is 21’) and Bonita Canyon Park (one-3’x4’).

4.2. Keys for City park storage areas will be given only to SCGS representative. A \$25 dollar key deposit and signature is required on all keys.

4.3. SCGS is responsible for maintenance, rental, and safety of the storage unit, and all supplies therein. At no time will combustible supplies be permitted to be stored in the units. For example, flammable products such as gasoline for equipment or propane for BBQ’s may not be stored inside these sheds.

5. Concessions

SCGS is approved to utilize the grounds of Tierra Grande Park to sell concessions to their participants provided they apply for the appropriate permits from the Orange County Health Department.

5.1 SCGS may only sell food products to the program participants and fans during the scheduled league dates.

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5.2 SCGS must adhere to Orange County Health Department standards for storage and preparation of food items.

5.3 Any food items left in storage should be properly stored in airtight containers to control pests and to protect the quality of the food.

5.4 SCGS will not permit children or those under 18 to operate a BBQ and other appliances or flammable liquids or materials.

5.5 No use of Styro Foam products: The City of San Clemente passed Resolution No. 04-27 on April 20, 2004, prohibiting the use of food service items comprised of expandable polystyrene, commonly referred to by the trade name "Styrofoam." Rental agreements for usage of any City-owned property or facility shall require that renter assume the responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name "Styrofoam", by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic denial of future field rentals

6. Ball Field Scheduling

Although community programs and community contract classes have priority, the City offers Senior Partners the opportunity to schedule field space in two, six month increments for the year. The scheduling of "blocks" of time is coordinated by the Recreation Division. Fields booked for SCGS are to be utilized for SCGS programs. SCGS is not to sublet field space to outside organizations. The City is making strides to offer SCGS game fields when possible in the primary season to lessen the impacts on fields by other user groups and to offer SCGS the opportunity to contribute to field maintenance. At this time, most of the City parks are not hub fields, and therefore the City reserves the right to utilize and book them for other groups when alternate field space is not available.

6.1. SCGS must complete the information application requesting needed field space in advance to assist the City in determining a Master Field Calendar.

6.2. SCGS representatives must attend the field allocation meeting to coordinate other group needs in the community.

6.3. SCGS should make every effort to request only needed field space, and not over book the fields. The Recreation Division will assist SCGS in determining necessary field space by reviewing the number of participants in SCGS and length of primary season games.

6.4. Once regular season league play begins and it is determined that not all field space is needed, the City will request that SCGS relinquish time for other rentals. It is the responsibility of SCGS to coordinate all field schedules with its participants and coaches.

6.5. It is the responsibility of SCGS to coordinate all block schedules with their participants. This includes scheduling of fields, light keys, and monitoring the fields for

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use. Fields that are consistently left vacant within block permit time will be reviewed by the Recreation Division for reassignment.

6.6. SCGS will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9:00pm. Curfew for lighted sports fields is 10:00pm and 12:00am midnight at Steed Park.

7.2. Entry gates at Tierra Grande Park close at 10:00pm. Once the gates at the park are locked for the evening, vehicles will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound. This is to make the park safer and free from excessive vandalism to the sports fields by unauthorized vehicles.

7.3. City parks with ball fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCGS must communicate these parking limitations to their participants.

7.4. In an effort to reduce the impact on parking and congestion in these parks, the City will limit the number of rental permits on weekends during league play and summer months.

7.5. When scheduled at these park fields, SCGS must coordinate game schedules to reduce overlap of game times and allow for adequate time between games for players leaving the games to vacate parking spaces for those coming in.

8. Field Light Use

Light use at City ball fields is a separate fee from the daily hourly Field Use Fee or flat rate administrative fee. The fees vary by ball field and will be billed according to use.

8.1. Key Operated Lights: (Bonito Canyon and Vista Bahia) Youth Sport Organizations that have reserved and paid for lighted sports fields will be granted a key to operate the field lights. Keys will be checked out at the San Clemente Aquatics Center to SCGS by Recreation Division by posting a \$25 refundable deposit per key. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights.

8.2. Manually Operated Lights: (Richard T. Steed Memorial Park) SCGS will be responsible for manually turning lights on and off at Richard T. Steed Memorial Park. This park is only available Monday-Friday and reserved for commercial tournaments on the weekends.

8.3. SCGS must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCGS has the ability and obligation to shut the lights off if /when they plan to leave the park in advance of the time

issued. This should be done by key access or manually at Richard T. Steed Memorial Park.

9. SCGS Charitable Contribution to Field Maintenance

As a Senior Partner to the City, SCGS also assists with the stewardship and maintenance of sports fields through in-kind services and financial contributions. SCGS must demonstrate the ability and willingness to contribute to the City, \$25 for each participant in the form of an annual charitable donation; or in-kind services, such as field/facility maintenance, cleaning, community service, City image promotion, and/or volunteer support of City activities as approved by City; or combination of the above, as approved by City. This donation will be required to be submitted prior to the conclusion of SCGS primary season (spring).

9.1. SCGS shall obtain prior written consent of CITY to make any alterations, additions, or improvements to CITY fields including routine field maintenance and preparations which include mowing, picking weeds, raking and/or chalking. SCGS understands that any other such alterations, additions, or improvements must comply with all state and local standards, which apply to school sites.

10. SCGS Supplies and Equipment Contribution

SCGS will continue to provide for their own field equipment, including net fencing, outfield short fences, portable mounds and other supplies as necessary as well as be responsible for field preparation as assigned below.

10.1. SCGS will be responsible for lining fields for game play as necessary for their leagues at Tierra Grande.

10.2. Richard T. Steed Memorial Park field preparation will be managed by a City contractual agreement. This includes water, dragging and lining the fields used by SCGS for games. SCGS will be permitted to manually drag the infields if necessary. A basic field prep will be provided for practices, and a full field prep with lines will be provided for games.

10.3. SCGS may store specialized field equipment and game supplies in available storage sheds as per agreement. SCGS may not sublet the storage area to other groups.

10.4. Maintenance field equipment left on City fields for the duration of the season will be the responsibility of SCGS. This includes net fencing and bases.

11. Inclement Weather Field Procedures

When fields must be closed due to rain or other inclement weather, saturated field conditions due to irrigation problems, any damage due to vandalism, or other conditions needing immediate attention, the Parks Maintenance Division will determine the closure term and begin procedures as follows.

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11.1. City will determine the appropriate amount of days for the field to remain closed to the greatest degree possible by utilizing weather reports and on-site field inspections each day and post closure signs on the fields.

11.2. Field closures will be listed on the City's official MUDLINE that can be accessed at <http://www.san-clemente.org/recreation>, select SPORTS then MUDLINE. There is also a cell phone application that can be downloaded to access these updates from this site.

11.3. SCGS will be responsible to contact their league coaches and participants to stay off the fields until further notified.

11.4. SCGS agrees to reimburse the City for any and all maintenance costs directly attributed to damage or misuse of athletic fields including unauthorized alteration of a City park site.

12. Vehicle Access

Vehicles are not permitted on City fields. SCGS must agree and acknowledge that volunteer coaches and other program participants do not drive vehicles onto the fields. This includes vehicles driven by coaches to unload game equipment or supplies for the program.

12.1. With approval from the Parks Maintenance Division, SCGS may designate a Field Representative that may have access to the field to unload field maintenance supplies such as brick dust or larger game equipment such as goal posts or temporary fencing.

13. Field and Park Clean Up

Fields and associated park areas in proximity of the field should be cleaned up after each use by SCGS. This includes litter left behind from fans in the bleachers, dug outs, or snack concession stand areas. The City will provide adequate trash containers.

13.1. Materials or water from cleaning up after the event are not permitted to enter the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

It is the responsibility of SCGS to keep registered participants and their fans from engaging in un-sportsmanlike conduct, such as fighting, or rude and abusive verbal confrontations. If field representatives or game officials of the league cannot control the situation, SCGS should contact Orange County Sheriffs Department for assistance.

15. Tournaments, Camps/Clinics, Special Events and Opening Day

SCGS is permitted to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events and opening day ceremonies at a discounted rate. As many of these activities draw significant attendance at one time (200+), the City must be informed of the dates in advance and consider the potential

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impacts to the neighborhood and park amenities. SCGS needs to give notice of these large and/or special programs to the Beaches, Parks and Recreation Department by way of application thirty (30) days in advance of the rental. The Recreation Division will review and coordinate the appropriate permits and services, such as planning for additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs and events.

15.1. SCGS will receive a 50% discount for Tournaments and Camps/Clinics.

15.2. SCGS will receive the Senior Partnership discount of 98% for Challenger Events, Opening and Closing Day Ceremonies.

15.3. SCGS must submit a field request and meet with City staff at least thirty (30) days prior to the program/event date and complete an Orientation Checklist.

15.4. All San Clemente Citizens are encouraged to participate in a recycling program. Under the special event policy all special event organizers must provide recycling containers at the event. Contact Environmental Service at (949) 498-9436 for more information.

15.5. Section 16-5 of the Municipal Code prohibits the consumption of alcoholic beverages in public places, including parks.

15.6. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for a PA system, DJ's and live entertainment such as bands that include amplification for the instruments, drums, horns etc. Please review the sound ordinance for your event prior to booking or organizing the program. Applications are reviewed by the City's BPR Department.

15.7. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate 1 million dollars of liability insurance naming the City of San Clemente as additionally insured. Contact Risk Management for insurance at (949) 361-8200 and Business Licenses at 361-6166.

15.8. Per (OCFA Guideline F-05) an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

16. League Promotions

16.1. Printed Materials: SCGS will be responsible for all printed promotional materials for the organizations leagues and tournaments. The City does not provide for copying of flyers, posters, registration packets or any other printed materials. SCGS is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park.

16.2. Magazine/Website Space: The City will list SCGS each quarter in the Recreation Magazine and City Recreation Website in the youth sports section. Space will be limited to information for registration dates, phone numbers and contacts. SCGS is

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responsible for submitting accurate information to the Recreation Coordinator prior to the attached publishing schedule.

16.3. Overhead Banner Reservation: The City has an overhead banner program that is offered to Community Partners for promotional space. Banner fees are \$367 for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year, and processed by January.

16.4. Banners on Field Fences and Park Areas: The City does not allow for SCGS or any other organization that use City parks or facilities to hang banners on the fences or buildings. However, during games and tournaments, SCGS may temporarily hang banners on the ball field fences and then remove them when vacating the field the same date. Exceptions may be made for seasonal banners on hub fields that are not regularly used by any other organization, but must be negotiated and preapproved by the Recreation Division prior to placing banners.

17. Indemnification and Insurance

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCGS shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCGS participants, invitees officers, agents, employees, representatives, or subcontractors of SCGS [collectively, the "SCGS ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCGS's use of the City facilities including but not limited to the San Clemente Fields, by any of the SCGS entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such indemnitee.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, SCGS shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCGS shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (i) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of

- equal financial stability that is approved by City's Risk Manager for all coverage's except surety.
- (ii) name and list as additional insured City and City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured. Additional Insured Endorsement is subject to approval by the city's risk manager, at their sole discretion.
 - (iii) specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under said policy;
 - (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
 - (v) cover the operations of SCGS pursuant to the terms of this Agreement; and
 - (vi) be written on an occurrence and not a claims made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
100 Presidio, San Clemente, CA 92672

One additional copy sent to:
Beaches, Parks and Recreation Department
987 Avenida Vista Hermosa, San Clemente, CA 92673

18. Violation Warning Procedure and Disciplinary Policy

18.1. Purpose: The purpose of this policy is to implement a systematic method of enforcing the Municipal Code and Field Rules, Use and Allocation Policy.

18.2. Policy: City reserves the right to cancel or suspend any and all permits issued to SCGS as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCGS's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCGS's Board of Directors will work closely with their volunteer coaches, parents and participants to ensure that each team is following the rules within the established field use agreements. The Recreation Division will work closely with field user groups to address concerns and to enhance communications between staff, field users, and community.

18.4. Outcome: With the help of SCGS, public field users' concerns and Field use policy issues may be eliminated. SCGS understands that being better neighbors would benefit everyone. SCGS therefore shall regularly communicate with SCGS members to educate participants, coaches and parents to become increasingly more responsible working within the Municipal Code and Field rules, and user agreements,

especially where traffic, noise, parking, trash and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. **Violations:** City shall document violations resulting from SCGS not following the rules as set forth in this Agreement or violating City's Municipal Codes or Department policies and procedures.

18.6. **Notification:** City staff will contact the SCGS representative to discuss any noticed incident or violation. City shall e-mail SCGS's representative, with a copy to the President, and will follow-up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. **Proposed Resolution and Timeline:** SCGS's representative will work with staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the SCGS's representative and President. If SCGS fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCGS for any manpower and/or equipment used to resolve the issue. SCGS shall bear all costs and expenses to completely resolve the issue.

18.8. **Warning Issued:** If the issue is not resolved by the agreed-upon date, City shall send a warning to SCGS.

- (i) **First Warning:** The first warning letter will be sent upon SCGS's first failure to resolve an issue resulting from a direct violation of the City Municipal Code, this Agreement, or Aquatic Center operating policy or rules. A letter will be written to SCGS's President and representative documenting the violation and will be placed in SCGS's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCGS to the Beaches, Parks and Recreation Department Director.
- (ii) **Second Warning:** Second warning occurs after a second documented violation within one year from first warning. City will send SCGS a letter notifying SCGS that a City staff member will be assigned to monitor SCGS activities due to the violation. SCGS will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) **Third Warning:** The third documented violation within a one-year (365 days) time frame from the first violation. This Agreement will be reviewed and potentially terminated. This may be appealed to the Beaches, Parks and Recreation Department Director and ultimately appealed to the Commission and/or City Council.

18.9. **Termination:**

- (i) City may, at any time, terminate this Agreement for any cause, by providing a thirty (30) day advance written notice.

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19. Term and Cooperation

19.1. The term of this agreement shall be one year from the Effective Date the Mayor executes this Agreement, and will continue until cancelled under the provisions of Section 18.9.

19.2. SCGS shall adhere to all the policies and procedures of City and cooperate with the Department and City staff to ensure that the purpose of this Agreement is met. SCGS shall not discriminate against those in its employ, volunteers or participants on account of race, religion, national origin, ethnicity, sexual orientation or gender (except where gender is a bona fide issue for the sports program.).

20. Miscellaneous

20.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

20.2. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

20.3. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

20.4. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

20.5. Singular and Plural. As used herein, the singular of any word includes the plural.

20.6. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

20.7. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

20.8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

20.9. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

20.10. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

20.11. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

20.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the Parties seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

20.13. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon the recommendation of the Community Development Director and approval of the City Attorney.

20.14. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

20.15. Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

If to City: City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attention: City Manager

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: Jeffrey A. Goldfarb, City Attorney

If to SCGS: San Clemente Girls Softball

Attention: _____

With a copy to: _____

Attention: _____

[End – signature page follows]

IN WITNESS WHEREOF, City and SCGS have caused this Agreement to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

“SCGS”

SAN CLEMENTE GIRLS SOFTBALL,
a youth sports organization

By: _____

Its: _____

ATTACHMENT 3



City of San Clemente
Beaches, Parks and Recreation Department

SENIOR PARTNERSHIP AGREEMENT

This SENIOR PARTNERSHIP AGREEMENT is entered into this 4th day of June, 2013 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and SAN CLEMENTE LITTLE LEAGUE, a youth sports organization ("SCLL") for the period of one (1) year from and after the Effective Date.

RECITALS:

A. The City of San Clemente owns and operates ball fields throughout the community. A permit is required for reservations, lighted evening use and all club and sports organization activities.

B. San Clemente Little League is a private non-profit organization that has been involved in recreational baseball activities in San Clemente since 1954. San Clemente Little League served 1,181 children, aged four to eighteen years old in 2012. Programs offered are well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents.

C. SCLL currently uses Vista Hermosa Sports Park, Forster Ranch, San Gorgonio, Talega and Liberty Parks and desires to enter into this Senior Partnership Agreement to establish a standard and schedule of ball field usage to better serve its membership.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, City and SCLL hereby agree as follows:

1. SCLL Program Requirements

1.1. As a material inducement to City's entering into this Agreement with SCLL, SCLL agrees and covenants that, during the term of this Agreement, SCLL shall operate its program in compliance with the following requirements, and agrees that any failure to strictly comply with any of the following requirements is a material breach of this Agreement:

1.1.1. SCLL is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.

1.1.2. SCLL is not and shall not be the subject of any investigation by any government or administrative agency whether at the City, County, State or Federal level and demonstrated history of adherence to City rules, policies and allocations.

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- 1.1.3. SCLL shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsements in favor of City, and approved by the city's risk manager. SCLL's liability insurance shall be primary insurance without rights of subrogation.
- 1.1.4. SCLL remains able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCLL is required to pay regular rates for use of City amenities, fields, pools and/or facilities.
- 1.1.5. SCLL has and shall maintain an open enrollment policy regardless of participant's skill level.
- 1.1.6. SCLL shall have minimum play rule of 50% play for all participants.
- 1.1.7. SCLL shall provide financial scholarships to at least 10% of participants in the amount of 50-100% of the registration fees for those in financial need.
- 1.1.8. SCLL has and shall continue to have a "no discrimination" and "no alcohol" policy.
- 1.1.9. SCLL supplies and shall continue to supply participant rosters annually to City. SCLL membership shall be comprised of no less than 90% San Clemente residents.

2. SCLL Representatives To City

2.1. SCLL shall designate one official representative who shall be City's primary contact and who shall coordinate the program, field space and overall agreement with the City. The SCLL representative shall have authority to make decisions for SCLL, sign applications with City on behalf of SCLL for field use, approve billing, and understand the field operations regarding both scheduling and maintenance, assist with SCLL planning of field allocations, and be responsible for resolving conflicts if/when they arise.

2.2. SCLL is responsible for notifying City in writing within thirty (30) days of any change in its designated SCLL representative referenced in Section 2.1.

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are designated to the following division and staff position:

Recreation Division:

- Field Allocations, Applications, Billing, Insurance, Lights & Park Monitors, Conflicts: Recreation Coordinator (949) 361-8249

Parks Maintenance Division:

- Field Improvements, Maintenance, Modifications, Closures, Vandalism: Parks Maintenance, (949) 361-8317

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3. Athletic Field Rental Rates

SCLL shall timely pay the following use fees to the City. The fees noted below shall remain in effect during the entire term of this Agreement unless the Agreement is terminated. The following use fees for non-profit youth sports organizations were established in July 2012 for the fields and are collected by the Recreation Division. Fees remain in effect and apply to SCLL Senior Partnership:

Administrative Per Participant Fee: \$25 per participant
This fee covers the administration for the Beaches, Parks and Recreation Division to coordinate use of sport fields as negotiated by the Recreation Division Administration.

Park/Rental Type	Hourly	Discounts and Fees
Neighborhood	\$40	98% Discount = \$0.80/hour
Community	\$50	98% Discount = \$1.00/hour
Sport	\$60	98% Discount = \$1.20/hour
Tournaments	-	50% Discount on total rental.
Camps/Clinics	-	50% Discount on total rental.
Light Fee	\$15	No discounts on light fees.

4. Field Storage

During the term of this Agreement, SCLL is permitted to place a storage bin(s) for equipment and supplies as follows:

4.1. Designated space is provided for Storage Bins at Vista Bahia near snack bar building (one-10'x20'), San Gorgonio field 1 (one-10'x20'), Liberty Park (currently two small job boxes), Talega (one small job box), Forster Ranch snack bar storage room and the addition of a 20' container at Vista Hermosa Sports Park.

4.2. Keys for City park storage areas will be given only to SCLL representative. A \$25 dollar key deposit and signature is required on all keys.

4.3. SCLL is responsible for maintenance, rental, and safety of the storage unit, and all supplies therein. At no time will combustible supplies be permitted to be stored in the units. For example, flammable products such as gasoline for equipment or propane for BBQ's may not be stored inside these sheds.

5. Concessions

SCLL is approved to utilize the grounds Liberty, Forster Ranch, Vista Bahia, Vista Hermosa Sports Park, and San Gorgonio to sell concessions to their participants provided they apply for the appropriate permits from the Orange County Health Department.

5.1 SCLL may only sell food products to the program participants and fans during the scheduled league dates.

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5.2 SCLL must adhere to Orange County Health Department standards for storage and preparation of food items.

5.3 Any food items left in storage should be properly stored in airtight containers to control pests and to protect the quality of the food.

5.4 SCLL will not permit children or those under 18 to operate a BBQ and other appliances or flammable liquids or materials.

5.5 No use of Styro Foam products: The City of San Clemente passed Resolution No. 04-27 on April 20, 2004, prohibiting the use of food service items comprised of expandable polystyrene, commonly referred to by the trade name "Styrofoam." Rental agreements for usage of any City-owned property or facility shall require that renter assume the responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name "Styrofoam", by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic denial of future field rentals

6. Ball Field Scheduling

Although community programs and community contract classes have priority, the City offers Senior Partners the opportunity to schedule field space in two, six month increments for the year. The scheduling of "blocks" of time is coordinated by the Recreation Division. Fields booked for SCLL are to be utilized for SCLL programs. SCLL is not to sublet field space to outside organizations. The City is making strides to offer SCLL game fields when possible in the primary season to lessen the impacts on fields by other user groups and to offer SCLL the opportunity to contribute to field maintenance. At this time, most of the City parks are not hub fields, and therefore the City reserves the right to utilize and book them for other groups when alternate field space is not available.

6.1. SCLL must complete the information application requesting needed field space in advance to assist the City in determining a Master Field Calendar.

6.2. SCLL representatives must attend the field allocation meeting to coordinate other group needs in the community.

6.3. SCLL should make every effort to request only needed field space, and not over book the fields. The Recreation Division will assist SCLL in determining necessary field space by reviewing the number of participants in SCLL and length of primary season games.

6.4. Once regular season league play begins and it is determined that not all field space is needed, the City will request that SCLL relinquish time for other rentals. It is the responsibility of SCLL to coordinate all field schedules with its participants and coaches.

6.5. It is the responsibility of SCLL to coordinate all block schedules with their participants. This includes scheduling of fields, light keys, and monitoring the fields for

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use. Fields that are consistently left vacant within block permit time will be reviewed by the Recreation Division for reassignment.

6.6. SCLL will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9:00pm. Curfew for lighted sports fields is 10:00pm.

7.2. Entry gates at Tierra Grande Park close at 10:00pm. Once the gates at the park are locked for the evening, vehicles will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound. This is to make the park safer and free from excessive vandalism to the sports fields by unauthorized vehicles.

7.3. City parks with ball fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCLL must communicate these parking limitations to their participants.

7.4. In an effort to reduce the impact on parking and congestion in these parks, the City will limit the number of rental permits on weekends during league play and summer months.

7.5. When scheduled at these park fields, SCLL must coordinate game schedules to reduce overlap of game times and allow for adequate time (preferably one hour) between games for players leaving the games to vacate parking spaces for those coming in.

8. Field Light Use

Light use at City ball fields is a separate fee from the daily hourly Field Use Fee or flat rate administrative fee. The fees vary by ball field and will be billed according to use.

8.1. Key Operated Lights: (Bonito Canyon and Vista Bahia) Youth Sport Organizations that have reserved and paid for lighted sports fields will be granted a key to operate the field lights. Keys will be checked out at the San Clemente Aquatics Center to SCLL by Recreation Division by posting a \$25 refundable deposit per key. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights.

8.2. Computer Operated Lights: (Vista Hermosa Sports Park, San Geronio Fields #2 & #3) Once a light schedule is determined by the user and is approved by the Recreation Division by permit, the Recreation Division will code the light towers by scheduling with MUSCO. Lights are automatically turned on and off by block time and are not permitted later than the curfew at park which is 10:00pm.

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8.3. SCLL must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCLL has the ability and obligation to shut the lights off if /when they plan to leave the park in advance of the time issued. The City will issue a toll free phone number to contact MUSCO Lighting and a password that allows SCLL direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCLL Charitable Contribution to Field Maintenance

As a Senior Partner to the City, SCLL also assists with the stewardship and maintenance of sports fields through in-kind services and financial contributions. SCLL must demonstrate the ability and willingness to contribute to the City, \$25 for each participant in the form of an annual charitable donation; or in-kind services, such as field/facility maintenance, cleaning, community service, City image promotion, and/or volunteer support of City activities as approved by City; or combination of the above, as approved by City. This donation will be required to be submitted prior to the conclusion of SCLL primary season (Spring).

9.1. SCLL shall obtain prior written consent of CITY to make any alterations, additions, or improvements to CITY fields including routine field maintenance and preparations which include mowing, picking weeds, raking and/or chalking. SCLL understands that any other such alterations, additions, or improvements must comply with all state and local standards, which apply to school sites.

10. SCLL Supplies and Equipment Contribution

SCLL will continue to provide for their own field equipment, including net fencing, outfield short fences, portable mounds and other supplies as necessary as well as be responsible for field preparation as assigned below.

10.1. SCLL will be responsible for lining fields for game play as necessary for their leagues.

10.2. SCLL may store specialized field equipment and game supplies in available storage sheds as per agreement. SCLL may not sublet the storage area to other groups.

10.3. Maintenance field equipment left on City fields for the duration of the season will be the responsibility of SCLL. This includes net fencing and bases.

11. Inclement Weather Field Procedures

When fields must be closed due to rain or other inclement weather, saturated field conditions due to irrigation problems, any damage due to vandalism, or other conditions needing immediate attention, the Parks Maintenance Division will determine the closure term and begin procedures as follows.

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11.1. City will determine the appropriate amount of days for the field to remain closed to the greatest degree possible by utilizing weather reports and on-site field inspections each day and post closure signs on the fields.

11.2. Field closures will be listed on the City's official MUDLINE that can be accessed at <http://www.san-clemente.org/recreation>, select SPORTS then MUDLINE. There is also a cell phone application that can be downloaded to access these updates from this site.

11.3. SCLL will be responsible to contact their league coaches and participants to stay off the fields until further notified.

11.4. SCLL agrees to reimburse the City for any and all maintenance costs directly attributed to damage or misuse of athletic fields including unauthorized alteration of a City park site.

12. Vehicle Access

Vehicles are not permitted on City fields. SCLL must agree and acknowledge that volunteer coaches and other program participants do not drive vehicles onto the fields. This includes vehicles driven by coaches to unload game equipment or supplies for the program.

12.1. With approval from the Parks Maintenance Division, SCLL may designate a Field Representative that may have access to the field to unload FIELD maintenance supplies such as brick dust or larger game equipment such as goal posts or temporary fencing.

13. Field and Park Clean Up

Fields and associated park areas in proximity of the field should be cleaned up after each use by SCLL. This includes litter left behind from fans in the bleachers, dug outs, or snack concession stand areas. The City will provide adequate trash containers.

13.1. Materials or water from cleaning up after the event are not permitted to enter the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

It is the responsibility of SCLL to keep registered participants and their fans from engaging in un-sportsmanlike conduct, such as fighting, or rude and abusive verbal confrontations. If field representatives or game officials of the league cannot control the situation, SCLL should contact Orange County Sheriffs Department for assistance.

15. Tournaments, Camps/Clinics, Special Events and Opening Day

SCLL is permitted to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events and opening day ceremonies at a discounted rate. As many of these activities draw significant attendance at one time (200+), the City must be informed of the dates in advance and consider the potential

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impacts to the neighborhood and park amenities. SCLL needs to give notice of these large and/or special programs to the Beaches, Parks and Recreation Department by way of application thirty (30) days in advance of the rental. The Recreation Division will review and coordinate the appropriate permits and services, such as planning for additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs and events.

15.1. SCLL will receive a 50% discount for Tournaments and Camps/Clinics.

15.2. SCLL will receive the Senior Partnership discount of 98% for Challenger Events, Opening and Closing Day Ceremonies.

15.3. SCLL must submit a field request and meet with City staff at least thirty (30) days prior to the program/event date and complete an Orientation Checklist.

15.4. All San Clemente Citizens are encouraged to participate in a recycling program. Under the special event policy all special event organizers must provide recycling containers at the event. Contact Environmental Service at (949) 498-9436 for more information.

15.5. Section 16-5 of the Municipal Code prohibits the consumption of alcoholic beverages in public places, including parks.

15.6. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for a PA system, DJ's and live entertainment such as bands that include amplification for the instruments, drums, horns etc. Please review the sound ordinance for your event prior to booking or organizing the program. Applications are reviewed by the City's BPR Department.

15.7. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate 1 million dollars of liability insurance naming the City of San Clemente as additionally insured. Contact Johanne Walker in Risk Management for insurance at (949) 361-8200, and Leisha Stinson for Business Licenses at 361-6166.

15.8. Per (OCFA Guideline F-05) an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

16. League Promotions

16.1. Printed Materials: SCLL will be responsible for all printed promotional materials for the organizations leagues and tournaments. The City does not provide for copying of flyers, posters, registration packets or any other printed materials. SCLL is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park.

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16.2. Magazine/Website Space: The City will list SCLL each quarter in the Recreation Magazine and City Recreation Website in the youth sports section. Space will be limited to information for registration dates, phone numbers and contacts. SCLL is responsible for submitting accurate information to the Recreation Coordinator prior to the attached publishing schedule.

16.3. Overhead Banner Reservation: The City has an overhead banner program that is offered to Community Partners for promotional space. Banner fees are \$367 for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year, and processed by January.

16.4. Banners on Field Fences and Park Areas: The City does not allow for SCLL or any other organization that use City parks or facilities to hang banners on the fences or buildings. However, during games and tournaments, SCLL may temporarily hang banners on the ball field fences and then remove them when vacating the field the same date. Exceptions may be made for seasonal banners on hub fields that are not regularly used by any other organization, but must be negotiated and pre approved by the Recreation Division prior to placing banners. Approved banner locations include Vista Bahia and Vista Hermosa Sports Park field #2 during primary season only.

17. Indemnification and Insurance

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCLL shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCLL participants, invitees officers, agents, employees, representatives, or subcontractors of SCLL [collectively, the "SCLL ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCLL's use of the City fields and facilities, by any of the SCLL entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such indemnitee.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, SCLL shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCLL shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to

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the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (i) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Risk Manager for all coverage's except surety.
- (ii) name and list as additional insured City and City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured. Additional Insured Endorsement is subject to approval by the city's risk manager, at their sole discretion.
- (iii) specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of SCLL pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
100 Presidio, San Clemente, CA 92672

One additional copy sent to:
Beaches, Parks and Recreation Department
987 Avenida Vista Hermosa, San Clemente, CA 92673

18. Violation Warning Procedure and Disciplinary Policy

18.1. Purpose: The purpose of this policy is to implement a systematic method of enforcing the Municipal Code and Field Rules, Use and Allocation Policy.

18.2. Policy: City reserves the right to cancel or suspend any and all permits issued to SCLL as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCLL's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCLL's Board of Directors will work closely with their volunteer coaches, parents and participants to ensure that each team is following the rules within the established field use agreements. The Recreation Division will work closely with field user groups to address concerns and to enhance communications between staff, field users, and community.

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18.4. Outcome: With the help of SCLL, many field users' concerns and field use policy issues may be eliminated. SCLL understands that being better neighbors would benefit everyone. SCLL therefore shall regularly communicate with SCLL members to educate participants, coaches and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements, especially where traffic, noise, parking, trash and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. Violations: City shall document violations resulting from SCLL not following the rules as set forth in this Agreement or violating City's Municipal Codes or Department policies and procedures.

18.6. Notification: City staff will contact the SCLL representative to discuss any noticed incident or violation. City shall e-mail SCLL's representative, with a copy to the President, and will follow-up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. Proposed Resolution and Timeline: SCLL's representative will work with staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the SCLL's representative and President. If SCLL fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCLL for any manpower and/or equipment used to resolve the issue. SCLL shall bear all costs and expenses to completely resolve the issue.

18.8. Warning Issued: If the issue is not resolved by the agreed-upon date, City shall send a warning to SCLL.

- (i) First Warning: The first warning letter will be sent upon SCLL's first failure to resolve an issue resulting from a direct violation of the City Municipal Code, this Agreement, or Aquatic Center operating policy or rules. A letter will be written to SCLL's President and representative documenting the violation and will be placed in SCLL's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCLL to the Beaches, Parks and Recreation Department Director.
- (ii) Second Warning: Second warning occurs after a second documented violation within one year from first warning. City will send SCLL a letter notifying SCLL that a City staff member will be assigned to monitor SCLL activities due to the violation. SCLL will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) Third Warning: The third documented violation within a one-year (365 days) time frame from the first violation. This Agreement will be reviewed and potentially terminated. This may be appealed

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to the Beaches, Parks and Recreation Department Director and ultimately appealed to the Commission and/or City Council.

18.9. Termination:

- (i) City may, at any time, terminate this Agreement for any cause, by providing a thirty (30) day advance written notice.

19. Term and Cooperation

19.1. The term of this agreement shall be one year from the Effective Date the Mayor executes this Agreement, and will continue until cancelled under the provisions of Section 18.9.

19.2. SCLL shall adhere to all the policies and procedures of City and cooperate with the Department and City staff to ensure that the purpose of this Agreement is met. SCLL shall not discriminate against those in its employ, volunteers or participants on account of race, religion, national origin, ethnicity, sexual orientation or gender (except where gender is a bona fide issue for the sports program.).

20. Miscellaneous

20.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

20.2. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

20.3. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

20.4. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

20.5. Singular and Plural. As used herein, the singular of any word includes the plural.

ATTACHMENT 3

20.6. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

20.7. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

20.8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

20.9. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

20.10. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

20.11. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

20.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the Parties seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

20.13. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved

ATTACHMENT 3

by the City Manager upon the recommendation of the Community Development Director and approval of the City Attorney.

20.14. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

20.15. Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

If to City: City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attention: City Manager

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: Jeffrey A. Goldfarb, City Attorney

If to SCLL: San Clemente Little League

Attention: _____

With a copy to: _____

Attention: _____

[End – signature page follows]

ATTACHMENT 3

IN WITNESS WHEREOF, City and SCLL have caused this Agreement to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

“SCLL”

SAN CLEMENTE LITTLE LEAGUE,
a youth sports organization

By: _____

Its: _____

ATTACHMENT 4



City of San Clemente

Beaches, Parks and Recreation Department

SENIOR PARTNERSHIP AGREEMENT

This SENIOR PARTNERSHIP AGREEMENT is entered into this 4th day of June, 2013 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and SOUTH COAST YOUTH FOOTBALL, a youth sports organization ("SCYF") for the period of one (1) year from and after the Effective Date.

RECITALS:

A. The City of San Clemente owns and operates ball fields throughout the community. A permit is required for reservations, lighted evening use and all club and sports organization activities.

B. South Coast Youth Football is a private non-profit organization that has been involved in recreational football activities in San Clemente for 18 years. South Coast Youth Football served 304 children, aged five to fifteen years old in 2012. Programs offered are well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents.

C. SCYF currently uses Vista Hermosa Sports Park Football Field, Bonita Canyon Park and Tierra Grande and desires to enter into this Senior Partnership Agreement to establish a standard and schedule of ball field usage to better serve its membership.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, City and SCYF hereby agree as follows:

1. SCYF Program Requirements

1.1. As a material inducement to City's entering into this Agreement with SCYF, SCYF agrees and covenants that, during the term of this Agreement, SCYF shall operate its program in compliance with the following requirements, and agrees that any failure to strictly comply with any of the following requirements is a material breach of this Agreement:

1.1.1. SCYF is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.

1.1.2. SCYF is not and shall not be the subject of any investigation by any government or administrative agency whether at the City, County, State or

Federal level and demonstrated history of adherence to City rules, policies and allocations.

- 1.1.3. SCYF shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsements in favor of City, and approved by the city's risk manager. SCYF's liability insurance shall be primary insurance without rights of subrogation.
- 1.1.4. SCYF remains able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCYF is required to pay regular rates for use of City amenities, fields, pools and/or facilities.
- 1.1.5. SCYF has and shall maintain an open enrollment policy regardless of participant's skill level.
- 1.1.6. SCYF shall have minimum play rule of 50% play for all participants.
- 1.1.7. SCYF provides and shall continue to provide financial scholarships in the amount of not less than 50-100% of membership costs for those in financial need, this include partial and full scholarships.
- 1.1.8. SCYF has and shall continue to have a "no discrimination" and "no alcohol" policy.
- 1.1.9. SCYF supplies and shall continue to supply participant rosters annually to City. SCYF membership shall be comprised of no less than 90% San Clemente residents.

2. SCYF Representatives To City

2.1. SCYF shall designate one official representative who shall be City's primary contact and who shall coordinate the program, field space and overall agreement with the City. The SCYF representative shall have authority to make decisions for SCYF, sign applications with City on behalf of SCYF for field use, approve billing, and understand the field operations regarding both scheduling and maintenance, assist with SCYF planning of field allocations, and be responsible for resolving conflicts if/when they arise.

2.2. SCYF is responsible for notifying City in writing within thirty (30) days of any change in its designated SCYF representative referenced in Section 2.1.

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are designated to the following division and staff position:

Recreation Division:

- Field Allocations, Applications, Billing, Insurance, Lights & Park Monitors, Conflicts: Recreation Coordinator (949) 361-8249

Parks Maintenance Division:

- Field Improvements, Maintenance, Modifications, Closures, Vandalism: Parks Maintenance, (949) 361-8317

3. Athletic Field Rental Rates

SCYF shall timely pay the following use fees to the City. The fees noted below shall remain in effect during the entire term of this Agreement unless the Agreement is terminated. The following use fees for non-profit youth sports organizations were established in July 2012 for the fields and are collected by the Recreation Division. Fees remain in effect and apply to SCYF Senior Partnership:

Administrative Per Participant Fee: \$25 per participant
 This fee covers the administration for the Beaches, Parks and Recreation Division to coordinate use of sport fields as negotiated by the Recreation Division Administration.

Park/Rental Type	Hourly	Discounts and Fees
Neighborhood	\$40	98% Discount = \$0.80/hour
Community	\$50	98% Discount = \$1.00/hour
Sport	\$60	98% Discount = \$1.20/hour
Tournaments	-	50% Discount on total rental.
Camps/Clinics	-	50% Discount on total rental.
Light Fee	\$15	No discounts on light fees.

4. Field Storage

There is no storage allocated. Any requests for storage must be submitted in writing to the Recreation Division for approval.

5. Concessions

There are no concessions allocated. Any requests for concessions must be submitted in writing to the Recreation Division for approval.

6. Ball Field Scheduling

Although community programs and community contract classes have priority, the City offers Senior Partners the opportunity to schedule field space in two, six month increments for the year. The scheduling of “blocks” of time is coordinated by the Recreation Division. Fields booked for SCYF are to be utilized for SCYF programs. SCYF is not to sublet field space to outside organizations. The City is making strides to offer SCYF fields when possible in the primary season to lessen the impacts on fields by other user groups and to offer SCYF the opportunity to contribute to field maintenance. At this time, most of the City parks are not hub fields, and therefore the City reserves the right to utilize and book them for other groups when alternate field space is not available.

6.1. SCYF must complete the information application requesting needed field space in advance to assist the City in determining a Master Field Calendar.

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6.2. SCYF representatives must attend the field allocation meeting to coordinate other group needs in the community.

6.3. SCYF should make every effort to request only needed field space, and not over book the fields. The Recreation Division will assist SCYF in determining necessary field space by reviewing the number of participants in SCYF and length of primary season games.

6.4. Once regular season league play begins and it is determined that not all field space is needed, the City will request that SCYF relinquish time for other rentals. It is the responsibility of SCYF to coordinate all field schedules with its participants and coaches.

6.5. It is the responsibility of SCYF to coordinate all block schedules with their participants. This includes scheduling of fields, light keys, and monitoring the fields for use. Fields that are consistently left vacant within block permit time will be reviewed by the Recreation Division for reassignment.

6.6. SCYF will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9:00pm. Curfew for lighted sports fields is 10:00pm.

7.2. Entry gates at Tierra Grande Park close at 10:00pm. Once the gates at the park are locked for the evening, vehicles will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound. This is to make the park safer and free from excessive vandalism to the sports fields by unauthorized vehicles.

7.3. City parks with ball fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCYF must communicate these parking limitations to their participants.

7.4. In an effort to reduce the impact on parking and congestion in these parks, the City will limit the number of rental permits on weekends during league play and summer months.

7.5. When scheduled at these park fields, SCYF must coordinate game schedules to reduce overlap of game times and allow for adequate time between games for players leaving the games to vacate parking spaces for those coming in.

8. Field Light Use

Light use at City ball fields is a separate fee from the daily hourly Field Use Fee or flat rate administrative fee. The fees vary by ball field and will be billed according to use.

8.1. Key Operated Lights: (Bonito Canyon and Vista Bahia) Youth Sport Organizations that have reserved and paid for lighted sports fields will be granted a key to operate the field lights. Keys will be checked out at the San Clemente Aquatics Center to SCYF by Recreation Division by posting a \$25 refundable deposit per key. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights.

8.2. Computer Operated Lights: (Vista Hermosa Sports Park, San Geronio Fields #2 & #3) Once a light schedule is determined by the user and is approved by the Recreation Division by permit, the Recreation Division will code the light towers by scheduling with MUSCO. Lights are automatically turned on and off by block time and are not permitted later than the curfew at park which is 10:00pm.

8.3. SCYF must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCYF has the ability and obligation to shut the lights off if /when they plan to leave the park in advance of the time issued. The City will issue a toll free phone number to contact MUSCO Lighting and a password that allows SCYF direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCYF Charitable Contribution to Field Maintenance

As a Senior Partner to the City, SCYF also assists with the stewardship and maintenance of sports fields through in-kind services and financial contributions. SCYF must demonstrate the ability and willingness to contribute to the City, \$25 for each participant in the form of an annual charitable donation; or in-kind services, such as field/facility maintenance, cleaning, community service, City image promotion, and/or volunteer support of City activities as approved by City; or combination of the above, as approved by City. This donation will be required to be submitted prior to the conclusion of SCYF primary season (Fall).

9.1. SCYF shall obtain prior written consent of CITY to make any alterations, additions, or improvements to CITY fields including routine field maintenance and preparations which include mowing, picking weeds, raking and/or chalking. SCYF understands that any other such alterations, additions, or improvements must comply with all state and local standards, which apply to school sites.

10. SCYF Supplies and Equipment

SCYF will continue to provide for their own equipment and equipment left on City fields will be the responsibility of SCYF.

11. Inclement Weather Field Procedures

When fields must be closed due to rain or other inclement weather, saturated field conditions due to irrigation problems, any damage due to vandalism, or other conditions needing immediate attention, the Parks Maintenance Division will determine the closure term and begin procedures as follows.

11.1. City will determine the appropriate amount of days for the field to remain closed to the greatest degree possible by utilizing weather reports and on-site field inspections each day and post closure signs on the fields.

11.2. Field closures will be listed on the City's official MUDLINE that can be accessed at <http://www.san-clemente.org/recreation>, select SPORTS then MUDLINE. There is also a cell phone application that can be downloaded to access these updates from this site.

11.3. SCYF will be responsible to contact their league coaches and participants to stay off the fields until further notified.

11.4. SCYF agrees to reimburse the City for any and all maintenance costs directly attributed to damage or misuse of athletic fields including unauthorized alteration of a City park site.

12. Vehicle Access

Vehicles are not permitted on City fields. SCYF must agree and acknowledge that volunteer coaches and other program participants do not drive vehicles onto the fields. This includes vehicles driven by coaches to unload game equipment or supplies for the program.

13. Field and Park Clean Up

Fields and associated park areas in proximity of the field should be cleaned up after each use by SCYF. This includes litter left behind from fans in the bleachers and playgrounds. The City will provide adequate trash containers.

13.1. Materials or water from cleaning up after the event are not permitted to enter the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

It is the responsibility of SCYF to keep registered participants and their fans from engaging in un-sportsmanlike conduct, such as fighting, or rude and abusive verbal confrontations. If field representatives or game officials of the league cannot control the situation, SCYF should contact Orange County Sheriffs Department for assistance.

15. Tournaments, Camps/Clinics, Special Events and Opening Day

SCYF is permitted to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events and opening day ceremonies at a discounted rate. As many of these activities draw significant attendance at one time (200+), the City must be informed of the dates in advance and consider the potential impacts to the neighborhood and park amenities. SCYF needs to give notice of these large and/or special programs to the Beaches, Parks and Recreation Department by way of application thirty (30) days in advance of the rental. The Recreation Division will review and coordinate the appropriate permits and services, such as planning for

additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs and events.

15.1. SCYF will receive a 50% discount for Tournaments and Camps/Clinics.

15.2. SCYF will receive the Senior Partnership discount of 98% for Challenger Events, Opening and Closing Day Ceremonies.

15.3. SCYF must submit a field request and meet with City staff at least thirty (30) days prior to the program/event date and complete an Orientation Checklist.

15.4. All San Clemente Citizens are encouraged to participate in a recycling program. Under the special event policy all special event organizers must provide recycling containers at the event. Contact Environmental Service at (949) 498-9436 for more information.

15.5. Section 16-5 of the Municipal Code prohibits the consumption of alcoholic beverages in public places, including parks.

15.6. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for a PA system, DJ's and live entertainment such as bands that include amplification for the instruments, drums, horns etc. Please review the sound ordinance for your event prior to booking or organizing the program. Applications are reviewed by the City's BPR Department.

15.7. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate 1 million dollars of liability insurance naming the City of San Clemente as additionally insured. Contact Johanne Walker in Risk Management for insurance at (949) 361-8200, and Leisha Stinson for Business Licenses at 361-6166.

15.8. Per (OCFA Guideline F-05) an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

16. League Promotions

16.1. Printed Materials: SCYF will be responsible for all printed promotional materials for the organizations leagues and tournaments. The City does not provide for copying of flyers, posters, registration packets or any other printed materials. SCYF is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park.

16.2. Magazine/Website Space: The City will list SCYF each quarter in the Recreation Magazine and City Recreation Website in the youth sports section. Space will be limited to information for registration dates, phone numbers and contacts. SCYF is responsible for submitting accurate information to the Recreation Coordinator prior to the attached publishing schedule.

16.3. Overhead Banner Reservation: The City has an overhead banner program that is offered to Community Partners for promotional space. Banner fees are \$367 for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year, and processed by January.

16.4. Banners on Field Fences and Park Areas: The City does not allow for SCYF or any other organization that use City parks or facilities to hang banners on the fences or buildings. However, during games and tournaments, SCYF may temporarily hang banners on the ball field fences and then remove them when vacating the field the same date. Exceptions may be made for seasonal banners on hub fields that are not regularly used by any other organization, but must be negotiated and preapproved by the Recreation Division prior to placing banners.

17. Indemnification and Insurance

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCYF shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnities") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCYF participants, invitees officers, agents, employees, representatives, or subcontractors of SCYF [collectively, the "SCYF ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCYF's use of the City fields and facilities, by any of the SCYF entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnity shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such indemnity.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, SCYF shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCYF shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (i) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Risk Manager for all coverage's except surety.

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- (ii) name and list as additional insured City and City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured. Additional Insured Endorsement is subject to approval by the city's risk manager, at their sole discretion.
- (iii) specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of SCYF pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
100 Presidio, San Clemente, CA 92672

One additional copy sent to:
Beaches, Parks and Recreation Department
987 Avenida Vista Hermosa, San Clemente, CA 92673

18. Violation Warning Procedure and Disciplinary Policy

18.1. Purpose: The purpose of this policy is to implement a systematic method of enforcing the Municipal Code and Field Rules, Use and Allocation Policy.

18.2. Policy: City reserves the right to cancel or suspend any and all permits issued to SCYF as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCYF's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCYF's Board of Directors will work closely with their volunteer coaches, parents and participants to ensure that each team is following the rules within the established field use agreements. The Recreation Division will work closely with field user groups to address concerns and to enhance communications between staff, field users, and community.

18.4. Outcome: With the help of SCYF, public concerns and field use policy issues may be eliminated. SCYF understands that being better neighbors would benefit everyone. SCYF therefore shall regularly communicate with SCYF members to educate participants, coaches and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements, especially where traffic, noise, parking, trash and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. **Violations:** City shall document violations resulting from SCYF not following the rules as set forth in this Agreement or violating City's Municipal Codes or Department policies and procedures.

18.6. **Notification:** City staff will contact the SCYF representative to discuss any noticed incident or violation. City shall e-mail SCYF's representative, with a copy to the President, and will follow-up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. **Proposed Resolution and Timeline:** SCYF's representative will work with staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the SCYF's representative and President. If SCYF fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCYF for any manpower and/or equipment used to resolve the issue. SCYF shall bear all costs and expenses to completely resolve the issue.

18.8. **Warning Issued:** If the issue is not resolved by the agreed-upon date, City shall send a warning to SCYF.

- (i) **First Warning:** The first warning letter will be sent upon SCYF's first failure to resolve an issue resulting from a direct violation of the City Municipal Code, this Agreement, or Aquatic Center operating policy or rules. A letter will be written to SCYF's President and representative documenting the violation and will be placed in SCYF's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCYF to the Beaches, Parks and Recreation Department Director.
- (ii) **Second Warning:** Second warning occurs after a second documented violation within one year from first warning. City will send SCYF a letter notifying SCYF that a City staff member will be assigned to monitor SCYF activities due to the violation. SCYF will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) **Third Warning:** The third documented violation within a one-year (365 days) time frame from the first violation. This Agreement will be reviewed and potentially terminated. This may be appealed to the Beaches, Parks and Recreation Department Director and ultimately appealed to the Commission and/or City Council.

18.9. **Termination:**

- (i) City may, at any time, terminate this Agreement for any cause, by providing a thirty (30) day advance written notice.

19. Term and Cooperation

19.1. The term of this agreement shall be one year from the Effective Date the Mayor executes this Agreement, and will continue until cancelled under the provisions of Section 18.9.

19.2. SCYF shall adhere to all the policies and procedures of City and cooperate with the Department and City staff to ensure that the purpose of this Agreement is met. SCYF shall not discriminate against those in its employ, volunteers or participants on account of race, religion, national origin, ethnicity, sexual orientation or gender (except where gender is a bona fide issue for the sports program.).

20. Miscellaneous

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20.6. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

20.7. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

20.8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

20.9. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

20.10. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

20.11. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

20.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the Parties seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

20.13. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon the recommendation of the Community Development Director and approval of the City Attorney.

20.14. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

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20.15. Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

If to City: City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attention: City Manager

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: Jeffrey A. Goldfarb, City Attorney

If to SCYF: South Coast Youth Football

Attention: _____

With a copy to: _____

Attention: _____

[End – signature page follows]

IN WITNESS WHEREOF, City and SCYF have caused this Agreement to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

“SCYF”

SOUTH COAST YOUTH FOOTBALL,
a youth sports organization

By: _____

Its: _____

ATTACHMENT 5

1. RECREATION SPORTS PARTNERSHIP POLICY AND PURPOSE:

1.1 It is the desire of the City of San Clemente (hereinafter "City") to encourage and promote the various seasonal sports on a year-round basis within the city limits, and to make the best and most efficient use of City's amenities, fields and facilities. Partnering with select outside organizations/associations for sports programs allows service to a larger portion of the community than only City provided programs. City wishes to promote such partnerships by providing reduced rental rates, field allocation priorities, and limited support services, which may include site preparation and maintenance, periodic field improvements as needed and limited administrative/clerical support.

1.2 The purpose of this Recreational Sports Partnership Policy is to set forth and make clear the requirements and criteria for partnerships between City and any organization/association (hereinafter "Applicant") intending to provide recreational sports programs and request fee reductions within City. A partnership agreement made pursuant to this policy shall be known as an RS Partnership, will carry the additional designation of *Senior* or *Junior*, and shall be subject to all the requirements set forth herein and any additions, amendments or revisions hereto. Only a limited number of RS Partnerships will be granted to the organization representing standard prevalent sports, as determined by the Beaches, Parks and Recreation Commission.

2. REFERENCES: San Clemente Municipal Code Chapter 12.28.010.

3. MINIMUM REQUIREMENTS AND CRITERIA TO QUALIFY FOR RS PARTNERSHIP:

3.1 The Applicant must meet the following minimum requirements and criteria for any RS partnership:

- (a) Be currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- (b) Not be the subject of any pending investigation by any government or administrative agency, whether at the City, County, State or Federal level and demonstrated history of adherence to City rules, policies and allocations.
- (c) Carry appropriate commercial and liability insurance with limits no less than amount determined by City per incident, including appropriate additional insured endorsements in favor of City.
- (d) Demonstrated financial hardship if partnership is denied and the Applicant is required to pay regular rates for use of City amenities, fields and/or facilities. Administrative costs of local organization must not be greater than 20% of total budget.
- (e) Demonstrated ability and willingness to contribute to City \$25 for each participant in the form of:
 - i. an annual charitable donation; or
 - ii. in-kind services, such as field/facility maintenance, cleaning, community service, City image promotion, and/or volunteer support of City activities as approved by City; or
 - iii. combination of above, as approved by City.
- (f) Organization must have open enrollment policy regardless of skill level.
- (g) Organization must have minimum play rule of 50% play for all participants.
- (h) Full scholarships must be available to 10% of participants.
- (i) Organization must have a, "no discrimination" and "no alcohol" policy.

3.2 In addition to the above requirements and criteria for RS Partnership, the Applicant may qualify for the levels of partnership as follows:

ATTACHMENT 5

(a) Senior RS Partnership: The Applicant has provided the sports program for City for at least five years, and currently has at least 300 participants, 90% of whom reside in City. Program games and practices must be conducted in San Clemente boundaries.

(b) Junior RS Partnership: The Applicant has provided the sports program for City for at least two years, and currently has at least 100 participants, 90% of whom reside in City.

4. PROCEDURE FOR EVALUATING APPLICATION FOR RS PARTNERSHIP:

4.1 All requests for RS Partnership shall be submitted first to the Beaches, Parks and Recreation Department (hereinafter "Department"). Applications will be accepted once a year at a time determined by the City. The Applicant shall include in their packet the completed application form and all supporting documentation, including but not limited to:

(a) City RS Partnership Application (application for permit to use recreational facilities) and Facility Use Application.

(b) Proof of current 501(c)(3) or (4) status;

(c) Commercial and liability insurance declaration pages;

(d) Applicant articles, bylaws and other charter documents;

(e) Proof sufficient to establish the financial hardship requirement, such as budgets, profit/loss statements, audited financial statements, balance statements, and/or two years of tax returns;

(f) Statistical data and rosters to support participant population and residency requirement for RS Partnerships.

4.2 Organizations that meet the minimum requirements as stated in this policy shall be forwarded for review to the Beaches, Parks and Recreation Commission (hereinafter "Commission").

4.3 "Commission shall review the application packet, the Department staff report, and any additional information provided by the Applicant or others. Commission may consider whether the Applicant has satisfied the minimum requirements set forth in §3.1, whether partnership is warranted in light of the policies and purposes set forth in §1.1-1.2, and whether partnership is in the best interests of City and its residents. In making its recommendation to City, Commission may also consider whether Applicant deserves partnership, or a particular level of partnership, notwithstanding the requirements set forth in §3.1-3.2."

4.4 If Commission recommends to City Council disapproval of the request for RS Partnership, or any specified level of partnership, Commission shall briefly include in the Minutes the reasons therefore. City Council shall make the final determination.

5. RS PARTNERSHIP EXPECTATIONS AND LONGEVITY

5.1 All RS Partners shall adhere to all the policies and procedures of City and the RSPP, and cooperate with the Department and City staff to ensure that the purpose of the partnership is met. RS Partners shall provide City representatives with access at all times to review or monitor the sports program. RS Partners shall not discriminate against those in its employee, volunteers or participants on account of race, religion, national origin, ethnicity, sexual orientation or gender (except where gender is a bona fide issue for the sports program).

5.2 Junior RS Partners shall be required to re-apply for partnership every two years by submitting a complete application packet to the Department, followed by Commission

ATTACHMENT 5

consideration, and City Council approval as outlined in this policy. Junior RS Partners are eligible for benefits during primary season only.

5.3 Senior RS Partners shall be required to re-apply for partnership every three years by submitting a complete application packet to the Department, followed by Commission consideration, and City Council approval as outlined in this Policy.

5.4 The Department or Commission, may, at any time, for cause, temporarily suspend or revoke an Applicant's RS Partnership status and forward to the Commission and/or the City Council for reconsideration of partnership status.

5.5 The City Council may, at any time, and without cause, suspend or revoke an Applicant's RS Partnership status.

5.6 The City Council may grant the Department and/or Commission authority to extend RS Partnerships for a period of time up to five years if doing so would be in the best interests of City, its residents and the Applicant.