



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: February 5, 2019

Agenda Item 9A
Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney [Signature]
Finance [Signature]

Department: Beaches, Parks & Recreation
Prepared By: Samantha Wylie, Recreation Manager
Carol Gibson, Recreation Supervisor

Subject: *RECREATION SPORTS PARTNERSHIP APPLICATION REVIEW – SAN CLEMENTE YOUTH RUGBY.*

Fiscal Impact: Yes. The fiscal impact is yet to be determined, and will depend on the approved partnership level approved for this applicant. If Council approves San Clemente Youth Rugby at the staff recommended Silver level of partnership, the City would be subsidizing approximately \$4,738, based on prior year's usage.

Summary: Staff recommends the approval of an additional Recreation Sports Partnership agreement with San Clemente Youth Rugby (SCYR) at the Silver Level. The agreement will provide partnership discounts and benefits for the SCYR.

Background: Since 2011, the City has followed the sports recreation partnership policy as a mechanism to enable the City to subsidize youth sports groups to encourage and promote various seasonal sports on a year-round basis within the city limits and to make the best and most efficient use of the 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.

Eligible sports organizations can apply for one of three partnership levels: Platinum Partnership, Gold Partnership, and Silver Partnership (Attachment 1). Discounts vary based on level. The table below provides the approved discounts for hourly field use as well as for tournaments, camps, and clinics. Discounts are not offered on light fees.

Level of Partnership	Field Discount	Tournament Discount	Camp/Clinic Discount
Silver Partnership	55%	25%	25%
Gold Partnership	70%	25%	25%
Platinum Partnership	90%	50%	50%

Below are the minimum requirements for the three levels of partnership:

Platinum Partnership: The minimum requirements to receive Platinum Partnership status include the following: provided the sports program in San Clemente for at least five years, currently have at least 300 participants with 90% San Clemente residents, and games, tournaments, and practices must be conducted in San Clemente.

Gold Partnership: The minimum requirements to receive Gold Partnership status include the following: provided the sports program in San Clemente for at least three years, currently have at least 200 participants with 80% San Clemente residents, and games, tournaments, and practices must be conducted in San Clemente.

Silver Partnership: The minimum requirements to receive Silver Partnership status include the following: provided the sports program in San Clemente for at least two years, currently have at least 100 participants with 70% San Clemente residents.

Discussion: The City currently provides five Recreation Partnerships. These partnerships provide priority for seasonal field allocations and discounts on field rental rates ranging from 55% to 90%. In November 2018, the City received a sixth application for Sports Partnership from SCYR requesting a Silver level partnership.

SCYR is currently considered a resident sports group organization that has been offering rugby in San Clemente for over 14 years. During its primary season (winter) in 2018, SCYR had approximately 223 participants with 71% being San Clemente resident. It is a 100% recreational program offering participation to ages ranging from six (6) to eighteen (18) years old. The program is run and maintained exclusively with volunteers. Cost per participant, per season varies at \$395 (Primary Season) and \$185 (Secondary Season).

At its January 8, 2019 meeting, the Beaches, Parks and Recreation Commission reviewed the request from SCYR. In reviewing the application, the Commission collectively agreed that Gold status suited the organization based on the total number of San Clemente residents in the program. The Commission voted unanimously to recommend the City Council grant Gold Partnership status to SCYR with a one-year agreement.

Following the Beaches, Parks and Recreation Commission meeting, staff re-reviewed SCYR's master roster, including the total percentage of the residents related to the total number of participants. It was determined that SCYR does not meet the 80% residency requirement for Gold Partnership status.

SCYR meets all conditions set forth in the eligibility criteria for Silver Partnership.

Recommended

Action: STAFF RECOMMENDS THAT the City Council grant Silver Partnership status to San Clemente Youth Rugby with a one-year agreement.

THE BEACHES, PARKS AND RECREATION COMMISSION RECOMMENDS THAT the City Council grant Gold Partnership status to San Clemente Youth Rugby with a one-year agreement.

Attachments: 1.) Recreation Sports Policy and Purpose
2.) San Clemente Youth Rugby Sports Partnership Application
3.) Draft Silver Partnership Agreement – San Clemente Youth Rugby

Notification: San Clemente Youth Rugby

RECREATION PARTNERSHIP POLICY AND PURPOSE:

- 1.1 It is the desire of the City of San Clemente (hereinafter "City") to encourage and promote various youth 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 Recreation 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 Recreation 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 Recreation 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 Platinum, *Gold*, or *Silver*, 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 water sports, as determined by the Beaches, Parks and Recreation Commission and the City Council.

2. REFERENCES: San Clemente Municipal Code Chapter 12.28.010.

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.
 - e) Organization must have open enrollment policy regardless of skill level.
 - f) Organization must have minimum play rule of 50% play for all participants.
 - g) Demonstrated scholarships provided for those in financial need.
 - h) Organization must have "no discrimination," "no alcohol," and "no illegal substance" policies.
- 3.2 In addition to the above requirements and criteria for RS Partnership, the Applicant may qualify for the levels of partnership as follows:
- a) **Platinum RS Partnership:** must have provided the sports program for City for at least five years, and currently have at least 300 participants, 90% of whom reside in the City. Games, tournaments, and practices must be conducted in San Clemente boundaries.
 - b) **Gold RS Partnership:** must have provided the sports program for the City for at least three years, and currently have at least 200 participants, 80% of whom reside in the City. Games, tournaments, and practices must be conducted in San Clemente boundaries.
 - c) **Silver RS Partnership:** must have provided the sports program for City for at least two years, and currently have at least 100 participants, 70% of whom reside in the City of San Clemente

PROCEDURE FOR EVALUATING APPLICATION FOR A 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.
 - a) Proof of current 501(c)(3) or (4) status;
 - b) Commercial and liability insurance declaration pages;
 - c) Applicant articles, bylaws and other charter documents;
 - d) Proof sufficient to establish the financial hardship requirement, including the required budget form and two years of tax returns and can also include a profit/loss statements, audited financial statements, balance statements;
 - e) 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.

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 water 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 water sports program).
- 5.2 Gold and Silver 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 consideration, and City Council approval as outlined in this policy.
- 5.3 Platinum 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.



October 30, 2018

City of San Clemente
Beaches, Parks & Recreation Department
987 Avenida Vista Hermosa
San Clemente, CA 92673
Attn: Ken Sipes and Randy Solar

Re: Application for Recreation Partnership Silver Status—San Clemente Youth Rugby

Dear Ken and Randy:

Attached please find San Clemente Youth Rugby's application and supporting documents in order to apply to become a San Clemente Silver partner.

After a year of focusing a great deal of attention on recruitment, we are excited to report that we had 315 players register for SCHS, Winter, and Summer 7's rugby in 2018. Of those registered players, 231 (73%) were from San Clemente (92672 and 92673 zip codes). Please see attachment H for further information.

In considering this application, please note the following:

- San Clemente Youth Rugby has reached 300 players—platinum partnership status. However, since we welcome players from surrounding cities that lack rugby programs, we understand that our 73% San Clemente participation means that we may only apply as silver status.
- We make an effort to include all players, including those at the high school level whose only other option is in Irvine.
- San Clemente Youth Rugby strongly supports our military families, offering discounts, which has resulted in a large number of military children enjoying rugby in San Clemente.
- This is the fourteenth year that Rugby has been offered in this community, and we are grateful for the City's support thus far.
- Our club supports local commerce by hosting dining nights out, ordering our uniforms and spirit wear from local businesses, and purchasing food from local restaurants for our events.
- San Clemente Youth Rugby hosts a massive summer rugby tournament that brings in 3,000 plus people to the city, who enjoy our restaurants and stores, including teams from out of state.
- Our teams continue to be successful. Our Girls U14 team dominated the competition during the primary and secondary seasons, while the high school teams competed at the highest levels.

Our youth teams are extremely competitive, often winning tournaments and ending the regular season as champions.

Reaching silver partnership status is the number one priority of San Clemente Youth Rugby. Our club strives to support the growth of rugby in this community, and keep costs low. As other expenses rise, the costs of fields is becoming difficult to meet each season, and will result in a significant increase in registration fees if we cannot qualify for less expensive field rental.

Thank you for your support of youth sports in the community. Please do not hesitate to contact me if there are questions related to this application.

Regards,



Anna Davis
San Clemente Youth Rugby Board



City of San Clemente
 Beaches, Parks & Recreation Department
 987 Avenida Vista Hermosa, CA 92673
 Phone: (949) 429-8797 Fax: (949) 429-8947

APPLICATION FOR RECREATION PARTNERSHIP STATUS

Must be completed by an authorized representative of the organization. Attach extra pages as needed.

It is the desire of the City of San Clemente to encourage and promote various Recreation programs for its residents 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. The City's focus is to provide low cost recreational programs that promote health, wellness and character. The city will consider partnerships with non-profit organization 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. By selecting non-profit organizations with similar missions with which to partner, the City may assist in providing these services.

For a non-profit organization to qualify for Platinum, Gold, or Silver Recreation Partnership, they must meet the minimum requirements and criteria listed in section 3.1 and must meet the definitions for a Platinum, Gold, or Silver listed below.

Platinum Partnership: must have provided the sports program for City for at least five years, and currently have at least 300 participants, 90% of whom reside in the City. Games, tournaments, and practices must be conducted in San Clemente boundaries.

Gold Partnership: must have provided the sports program for the City for at least three years, and currently have at least 200 participants, 80% of whom reside in the City. Games, tournaments, and practices must be conducted in San Clemente boundaries.

Silver Partnership: must have provided the sports program for City for at least two years, and currently have at least 100 participants, 70% of whom reside in the City of San Clemente

The Organization is seeking: Platinum Partner Status Gold Partner Status Silver Partner Status

Has the Organization been granted partnership status in the past? Yes No if yes, what year? _____
 what level? _____

ORGANIZATION

Name:	<u>San Clemente Youth Rugby</u>	Federal Tax ID#:	<u>11-3718782</u>
Main Contact:		CA Domestic Non-Profit#:	<u>2590643</u>
E-Mail:		Primary Phone:	_____
Address:		Alternate Phone:	_____
	<u>San Clemente, CA 92674</u>	# Years serving San Clemente:	<u>14 yrs.</u>
Sport/Activity:	<u>Youth rugby</u>	Ages Served:	<u>6-18 yrs old</u>
	_____		_____
	_____		_____

PROGRAM INFORMATION

PRIMARY SEASON INFORMATION

Primary Season Dates: SCHS: November - February; U8-U14 December - March
U16-U18 March - May

Participants Registered Last Year: 224 % San Clemente residents: 71%

Participants Anticipated This Year: 230 % San Clemente residents: 72%

Do players tryout based on skill? Yes No

% Participation in Recreation based program: 100%

% Participation in Skill-Based (Club, Select, All-Star) based on program:

Are players guaranteed minimum playing time? No Yes. How much and explain?
All players shall have at least 50% play time in any scheduled
match unless safety or injury precludes their involvement
as determined by the referee or head coach. See also bylaws.

Itemize Costs to Participants (including required equipment purchase):
cleats \$60; mouth guard \$10; Registration fees: SCHS - \$395
youth - \$185-325

SECONDARY SEASON INFORMATION

Secondary Season Dates: U16-U18 - June - July

Participants Registered Last Year: 91 % San Clemente residents: 78%

Participants Anticipated This Year: 95 % San Clemente residents: 79%

Do players tryout based on skill? Yes No % Participation in skill based program: 0

% Participation in Recreation based program: 100%

% Participation in Skill-Based (Club, Select, All-Star) based on program:

Are players guaranteed minimum playing time? No Yes. How much and explain?

Same as above, and see Bylaws

Itemize Costs to Participants (including required equipment purchase):
cleats \$60; mouth guard \$10; Registration \$185

Board: Paid Staff Volunteer Other, explain: _____
 Coaches: Paid Staff Volunteer Other, explain: _____
 Board Positions: Paid Staff Volunteer Other, explain: _____
 Coordinators: Paid Staff Volunteer Other, explain: _____

All positions are volunteer.

Board: Paid Staff Volunteer Other, explain: _____

Within your league/team, please list the Programs and/or sub-divisions offered by your organization:

Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
① San Clemente H.S. Rugby Club	46	80%	\$395	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
② San Clemente Youth Rugby:	123	69%	\$185 - \$325	<input type="checkbox"/> Yes <input type="checkbox"/> No
- U8-U14 winter/primary				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
- U16-U18 winter/primary				<input type="checkbox"/> Yes <input type="checkbox"/> No
③ San Clemente Youth Rugby:				<input type="checkbox"/> Yes <input type="checkbox"/> No
- U10-U18 Summer/Secondary	91	78%	\$185	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

How does your organization select/place players on each team within your league/team during the primary and secondary seasons and is there any carry-over of players to the same team for the next season?

San Clemente Youth Rugby is a recreation activity. All registered participants play. Typically there are 1-2 teams at each level. Players are assigned as either "novice" or "experienced".

Please describe the expectations of parents and/or participants in the form of volunteering (including tasks, number of hours, and if there is a monetary donation expected)? Is there a penalty for non-volunteers?

Parents are asked to volunteer for 3 shifts (6 hours). Those that do not volunteer (snack bar or field set up) are asked to donate \$50.

Please describe under what circumstance an interested participant would be denied acceptance into your program?

None unless the player acted in a manner that was unsafe to to him/herself or others.

Does your organization offer camps, clinics, or private lessons? Yes No
 If yes, please include times, dates and costs to participants.

Each year the club hosts an "Intro to Rugby Clinic" to recruit new players. It is a free event offered for two hours on a Sunday in October or November.

Does your organization offer programs for the disabled and/or offer an inclusive program? Yes No
If yes, please describe program and include times, dates and costs to participants.

Does your organization host tournaments? Yes No

If yes, how many and what's the % of non-resident teams? We host one tournament in July. All teams besides San Clemente Youth Rugby are from other cities.

Does your organization provide scholarships and/or reduced rate for lower socio/economic children? Yes No

If yes, please provide the number of full scholarships each season, the amount per child and the criteria for awarding the scholarship below.

Number of Full Scholarships Primary Season: 3

Number of Full Scholarships Secondary Season:

Scholarship amount per child: fun registration fees

Scholarship Criteria: financial need.

Number of Partial Scholarships/Reduced Rates Primary Season: 20

Number of Partial Scholarships/Reduced Rates Secondary Season: 0

Discount amount per child: \$25 - \$50

Reduced Rate Criteria: \$25 sibling discount; \$50 for military children and some financial need.

Does your organization compete against out of area/non-resident teams? Yes No

What percentage of games/tournaments are played against out of area teams? 100%

What percentage of games/tournaments are played outside of San Clemente? 0

Please list all other organizations with which your teams compete/participate in?

Please see attachment

Does your organization have a current certificate of insurance and proper endorsements? Yes No

Has your organization's insurance ever lapsed? Yes No If yes, please list date(s) and brief explanation

Has your organization been the subject of any pending investigation by any government or administrative agency, whether at the City, County, State or Federal level? Yes No If yes, please list date(s) and brief explanation

Is your organization currently up to date on all outstanding balances? Yes No If no, please list current account balance and anticipated date of being able to do so

Has your organization demonstrated a history of adherence to City rules, policies and allocations? Yes No If yes, please explain

Please describe your organization's Philosophy To be the most admired rugby club in Southern California both on and off the field.

CITY OF SAN CLEMENTE APPLICATION FOR RECREATION PARTNERSHIP STATUS

Please tell us how your organization is going to have a symbiotic relationship with the City. San Clemente Youth Rugby fosters sportsmanship, fitness, and fun within the city's youth. The club relies on the city's fields and will do everything possible to maintain and improve the city's facilities.

If your organization was selected as a Platinum, Gold, or Silver Partner, please tell us what benefits you would provide back to your organization and the community.

We can increase our field usage for season matches if we reach silver status. This means more out of town families travelling to San Clemente where the eat and shop between and after games.

The club is also happy to work with the city on any necessary clean-up efforts.

If your organization was denied partnership, please describe what hardships your organization would encounter.

Our club will have to significantly increase registration fees. The field costs are our primary expense, and we realize that our costs are getting very high.

PLEASE ATTACH:

All items on the checklist provided below must be submitted in order to consider your application complete. Incomplete applications will not be considered for Partnership.

- Proof of federal non-profit status and CA domestic non-profit status
- Program objectives, philosophy or mission statement
- List of current board members; including name, position, and contact information
- Articles, bylaws and other charter documents
- A program budget (Please use Attachment A for detailed budget, but can also supply your own organization's format)
- Profit/loss statement or audited financial statement
- Last THREE years of tax returns for San Clemente sports program; if part of a district, regional, or nationally based organization the City is requesting tax and/or financial information that is sent to the larger Parent organization.
- Last primary season's game/meet schedules including number of teams and game/meet locations
- Player registration record, including addresses for Primary and Secondary Seasons

Current Certificate of liability insurance and endorsement letter

2018/19 Budget

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Total
Revenue u8-u14		\$ 13,160	\$ 3,760	\$ 1,880									\$ 18,900
Revenue u15-u18		\$ -	\$ 2,600	\$ 5,200	\$ 5,200								\$ 13,000
Scholarship				\$ (1,000)									\$ 1,000
Sponsorships				\$ 1,000									\$ 1,000
Fund-raiser					\$ 8,000			\$ 13,125					\$ 21,125
7's registration fees										\$ 6,000			\$ 6,000
7's tournament revenue											\$ 4,000		\$ 4,000
Social Summer 7's Tournament													\$ 58,925
Total Revenue	\$ -	\$ 13,160	\$ 6,360	\$ 7,080	\$ 13,200	\$ -	\$ -	\$ 13,125	\$ -	\$ 6,000	\$ 4,000	\$ -	\$ 58,925

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Total
CPP u8-u14			\$ 2,000										\$ 2,000
CPP u15-u18				\$ 3,000									\$ 3,000
SCFR fees u8-u12			\$ 3,300										\$ 3,300
SCFR fees u14/16/18													\$ 875
DAO Insurance													\$ 875
Additional Player welfare program fee													\$ 5,400
training all net/shorts and socks													\$ 800
Medals (u8-12)													\$ 720
Other award u14-18													\$ 500
Storage of kit (STORAGE UNIT?)													\$ 2,400
Pictures													\$ 1,000
End of year parties/family day/clinic													\$ 5,900
End of year parties for U18 and U2K													\$ 100
Fields													\$ 300
Paint, sideline tape, etc...													\$ 350
Catering expenses													\$ 3,000
Fund-raiser													\$ 4,200
7's SCFR fee													\$ 2,625
7's own tournament													\$ 4,000
Total costs	\$ 2,375	\$ -	\$ 13,750	\$ 5,950	\$ 7,815	\$ 1,265	\$ 2,865	\$ 1,165	\$ 5,760	\$ 9,950	\$ 50	\$ 50	\$ 58,495

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Total
new kit for u12													\$ -
new kit for u10													\$ -
new kit for u8													\$ -
Balls (65 size 485; 25 size 3)													\$ 1,350
Other miscellaneous													\$ 1,600
Coaching kit (med kit, ball bag, water bottles, cones...)													\$ 1,600
Total Miscellaneous	\$ 1,075	\$ 100	\$ 1,975	\$ 600	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 4,550

* assume we enter 4 tournaments for the season with 7 teams per tournament at \$150 per team

2017-18 Budget

(Actual)	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Total
Revenue HS	\$ 285												\$ 285
Revenue u8-u14	\$ -	\$ 3,340		\$ 10,284									\$ 13,624
Revenue u16-u18					\$ 457	\$ -	\$ 8,000	\$ 597					\$ 9,054
Sale of Discount Cards	0				\$ 5,130								\$ 5,130
Sponsorships		\$ 3,000											\$ 3,000
Fundraising Activities (Incl. concessions)													
7's registration fees					\$ 457	\$ 842	\$ 87	\$ 6,335	\$ 782	\$ 3,000	\$ 8,639	\$ 2,865	\$ 14,504
7's tournament revenue													
Sublet field use	40												
TOTAL REVENUE	\$ -	\$ 6,340	\$ -	\$ 10,284	\$ 6,044	\$ 842	\$ 8,087	\$ 6,932	\$ 3,782	\$ 8,639	\$ 7,348	\$ -	\$ 58,297
COSTS													
CIPP HS													
CIPP u8-14													
CIPP u16/18													
SCVR fees HS	\$275												
SCVR fees u8-u12	53	\$ 25											
SCVR fees u14/16/18	0	\$ 35											
Insurance HS(2)													
Insurance		\$ 67	\$ 67										\$ 134
Training Shirts (HS)				\$ 854									\$ 854
Training Shirts (U8-U12)													
Training Shirts (U14-U18)	123												
Medals (u8-12)	53					\$ 372							\$ 372
HS awards													
Other award u14-18													
Team Manager							\$ 1,518						\$ 1,518
TeamSnap							\$ 90						\$ 90
Pictures								\$ 1,572					\$ 1,572
EOS party (U8-U14)													
EOS party (U16-U18)													
Incl shirts									\$ 787				\$ 787
EOS party HS													
Coach/Ref Cars (L100, L200, CPR)		\$ 65	\$ 177	\$ 110	\$ 76								\$ 428
Coach Development		\$ 90					\$ 640						\$ 730
Fields (HS, Club, Sevens)			\$ 743	\$ 4,127						\$ 6,000	\$ 3,185		\$ 14,055
Juniata (HS)		\$ 985	\$ 792	\$ -									\$ 1,777
NHS Hosting				\$ 142									\$ 142
Club hosting				\$ 914	\$ 628	\$ 667							\$ 2,209
Medic							\$ 225						\$ 225
Print & field necessities						\$ 81							\$ 81
Catering													
Expenses/feed team (Stuart)				\$ 134	\$ 250		\$ 338						\$ 722
Fundraiser									\$ 2,613				\$ 2,613
Business cards		\$ 186											\$ 186
Website		\$ 595				\$ 119	\$ 16						\$ 730

San Clemente Rugby--2018 Number and Residence Cities of Players

City	2018 Winter/ Primary Season	2018 SCHS/ Primary Season	Total Primary Season Players	2018 Summer/ Secondary Season	Primary + Secondary Season Players
Allso Viejo	1		1		1
Arcadia	1		1		1
Capistrano Beach	7	3	10	1	11
Dana Point	13		13	6	19
Ladera Ranch	1		1	1	2
Laguna Niguel	10	1	11	6	17
Lakewood	1		1		1
Mission Viejo	6	1	7	3	10
Rancho Mission Viejo	1		1	1	2
Rancho Santa Margarita	1		1		1
SAN CLEMENTE	123	37	160	71	231
San Juan Capistrano	13	4	17	2	19
Total	178	46	224	91	315
% OF SAN CLEMENTE RESIDENTS			71%	78%	73%



SILVER RECREATION SPORTS PARTNERSHIP AGREEMENT FOR
SAN CLEMENTE YOUTH RUGBY

This SILVER PARTNERSHIP AGREEMENT is entered into this ____ day of _____, 20____ (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and SAN CLEMENTE YOUTH RUGBY, a youth sports organization incorporated in California ("SCYR") for a period of one (1) years starting on the Effective Date.

R E C I T A L S:

WHEREAS The City of San Clemente owns and operates athletic fields throughout the community. A permit is required for reservations, lighted evening use and use of the sports fields by all club and sports organizations.

WHEREAS SCYR is a private non-profit organization that has been involved in recreational soccer activities in San Clemente for the past 14 years. SCYR serves 223 children, aged six to eighteen years old. The SCYR soccer program (the "Program") is 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.

WHEREAS SCYR currently uses Vista Hermosa Sports Park, Forster Ranch, and Jim Johnson Memorial Park and desires to enter into this Silver Partnership Agreement to establish a standard and schedule of athletic field usage to better serve its membership.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the parties AGREE as follow:

C O V E N A N T S:

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

1. SCYR Program Requirements

1.1. As a material inducement to City's entering into this Agreement with SCYR, SCYR agrees and covenants that, during the term of this Agreement, SCYR 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. SCYR 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. SCYR is not aware that it is the subject of any formal investigation by any government agency of the City, the County of Orange, the State of California, or the United States Government. SCYR shall immediately notify the City in writing if it becomes aware that SCYR is the subject of any formal investigation by a government agency.
- 1.1.3. SCYR 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. SCYR's liability insurance shall be primary insurance without rights of subrogation. Each such policy of insurance shall comply with section 17 below.
- 1.1.4. SCYR shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCYR is required to pay regular rates for use of City amenities, fields, pools and/or facilities.
- 1.1.5. SCYR has and shall maintain an open enrollment policy regardless of participant's skill level. For purposes of this Agreement and "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. SCYR shall maintain and enforce a "minimum play rule" for all levels of programming which requires that each person enrolled in the Program shall play 50% of the time for each game.
- 1.1.7. SCYR shall provide financial scholarships covering at least 10% of the participants enrolled for 50-100% of their registration fees to those participants that are in "financial need." For purposes of this Agreement, "financial need" shall mean those families that can prove a financial and/or special hardship. The scholarship is given to the child to provide an opportunity to enroll in the league activities. SCYR shall operate on the philosophy that no child will be denied a chance to play soccer due to a financial hardship. SCYR will be required to submit to City their financial reports outlining their scholarship distribution at the conclusion of the program registration periods.
- 1.1.8. SCYR shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation or gender. In order to promote a positive drug-free and child-friendly environment at City facilities, SCYR shall enforce a "zero tolerance" policy. Any SCYR officer, employee, agent, volunteer, or participant who is found to have abused alcohol, controlled substances (which have not been prescribed for the member), cannabis, or tobacco shall be prohibited from participating in SCYR activities.
- 1.1.9. SCYR supplies and shall continue to supply participant rosters annually to City. SCYR membership shall be comprised of no less than 70% San Clemente residents.

SCYR shall maintain all documentation necessary to demonstrate compliance with all of the above. City shall be permitted to inspect and make and retain copies of any documentation necessary to verify Program compliance with this Article 1.

2. SCYR Representatives To City

2.1. SCYR 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 SCYR representative shall have authority to make decisions for SCYR, sign applications with City on behalf of SCYR for field use, approve billing, and understand the field operations regarding both scheduling and maintenance, assist with SCYR planning of field allocations, and be responsible for resolving conflicts if/when they arise.

2.2. SCYR is responsible for notifying City in writing within thirty (30) days of any change in its designated SCYR 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 delegated to the following division and staff position:

Recreation Division:

- Field Allocations, Applications, Billing, Insurance, Lights & Park Monitors, Conflicts: Recreation Supervisor (949) 361-8275

Parks Maintenance Division:

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

3. Athletic Field Rental Rates

All field assignments shall be made by City in its sole and absolute discretion. SCYR shall pay a Field Rental Fee to the City within 14 business days after receipt of Field Use Permits for the upcoming season.

Field Rental Fee. The fees noted below shall remain in effect during the entire term of this Agreement. The following use fees for non-profit youth sports organizations are collected by the Recreation Division. Fees are subject to change based on City Council resolution. Organizations will be notified of any changes prior to any public meeting. Fees remain in effect and apply to SCYR Gold Partnership:

Park/Rental Type	Hourly/Daily Fee	Discount	Partner Fee
Neighborhood	\$40/hour	70% Discount	\$12/hour
Community	\$50/hour	70% Discount	\$15/hour
Sport	\$60/hour	70% Discount	\$18/hour
Tournaments	See hourly rates above	25% Discount	---

Camps/Clinics	See hourly rates above	25% Discount	---
Light Fee	\$15/hour	0%	----

4. Field Storage

During the term of this Agreement, SCYR has not been allocated a storage area. Any requests for storage must be submitted in writing to the Recreation Division for approval.

5. Concessions

During the term of this Agreement, SCYR has not been allocated concession rights. Any requests for concessions must be submitted in writing to the Recreation Division for approval.

5.1 No use of Styrofoam 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 the 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. Field Scheduling

Although community programs and community contract classes have priority, the City offers Gold Partners the opportunity to schedule field space in two increments for the year. The scheduling of "blocks" of time is coordinated by the Recreation Division. Fields booked for SCYR are to be utilized solely for SCYR programs. SCYR may not sublet field space to any non-SCYR or other organization. There is no exclusive use on any fields; therefore, the City has a right to rent any field to other organizations.

6.1. To assist the City in determining a Master Field Calendar for each allocation period, SCYR must complete the necessary application requesting needed field space by the first week of November for the January 1 through June 30 allocation period and by the first week of April for the July 1 through December 31 allocation period.

6.2. SCYR representatives must attend the field allocation meeting bi-annually to coordinate other group needs in the community.

6.3. SCYR shall request only needed field space, and not over book the fields. The Recreation Division will assist SCYR in determining necessary field space by reviewing the number of participants in SCYR and length of primary season games.

6.4. SCYR will be required to submit all practice and game schedules to the City for review prior to Opening Ceremonies.

6.5. SCYR will be required to relinquish all field space that is not needed to the City prior to Opening Ceremonies.

6.6. If once regular season league play begins and City determines that not all field space is needed by SCYR, the City will request that SCYR relinquish reserved time for other rentals. It is the responsibility of SCYR to coordinate all field schedules with its participants and coaches.

6.7. It is the responsibility of SCYR 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.

6.8. SCYR 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. Lighted sports fields close at 10:00pm. SCYR is required to vacate all fields prior to closing time.

7.2. All parks close at 10:00pm. Should park gates at be locked for the evening, vehicles will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound.

7.3. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Taiega, Liberty, and Tierra Grande). SCYR must communicate these parking limitations to their participants. City is not responsible for providing parking to SCYR 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 neighborhood park fields, SCYR 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.

7.6. SCYR has a duty to inspect and notify City of any safety hazards at facilities and fields.

8. Sport Light Use

SCYR shall be charged a separate Light Use fee from the hourly Field Use Fee or flat rate Administrative Fee. The Light Use fee varies by ball field and will be billed according to use. Discounts do not apply to light fees.

8.1. Key Operated Lights: 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 SCYR by the City Recreation Division. SCYR shall post a \$25 refundable deposit per key. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. SCYR is required to keep custody and control over keys and assignment of keys.

8.2. Computer Operated Lights: 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 closing time.

8.3. SCYR must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCYR shall 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 SCYR direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCYR Contributions to Field Maintenance

As a Silver Partner to the City, SCYR shall assist with the stewardship and maintenance of sports fields.

9.1. SCYR 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. SCYR understands that any other such alterations, additions, or improvements must comply with all state and local standards.

10. SCYR Supplies and Equipment Contribution

SCYR will continue to provide for their own field equipment, and other supplies as necessary as well as be responsible for field preparation as assigned below.

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

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

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 extent possible by utilizing weather reports and daily on-site field inspections. The City shall post closure signs on the fields, accordingly.

11.2. Field closures will be listed on the City's official MUDLINE that can be accessed at the City's website. There is also a cell phone application that can be downloaded to access these updates from this site.

11.3. SCYR shall ensure that their league coaches and participants stay off all closed fields.

11.4. SCYR agrees to reimburse the City for any and all maintenance costs directly attributed to damage or misuse of athletic fields by SCYR participants or during their use by SCYR, including unauthorized alteration of a City park site.

12. Vehicle Access

Vehicles are not permitted on City fields. SCYR agrees and acknowledges that volunteer coaches and other program participants will 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, SCYR 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

SCYR shall clean up fields and associated park areas in proximity of the field after each use by SCYR. 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. SCYR shall prevent all materials or water from cleaning up after the event from entering the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

It is the responsibility of SCYR 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, SCYR should contact Orange County Sheriff's Department for assistance.

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

SCYR may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events and opening day ceremonies ("Program Events"). SCYR shall give notice of all Program Events to the Beaches, Parks and Recreation Department

by way of application thirty (30) days in advance of the rental. In reviewing Program Event requests, City shall consider the potential impacts to the neighborhood and park amenities. The Recreation Division will review and coordinate the appropriate permits and services it deems necessary for any Program Events, such as planning for additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs and events which is outlined in the Tournament Application and Policy Guidelines.

15.1. SCYR will receive the Silver Partnership discount of 55% for Opening and Closing Day Ceremonies.

15.2. SCYR will receive a 25% discount for Tournaments and Camps/Clinics.

15.3. SCYR 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. SCYR is encouraged to participate in a recycling program outlined in the Tournament Application and Policy Guidelines.

15.5. SCYR shall prohibit the consumption of alcoholic beverages at all Program Events.

15.6. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for all amplified sounds, including but not limited to PA systems and DJ's and as well as for any 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 Beaches, Parks, and Recreation Department.

15.7. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate liability insurance naming the City of San Clemente as additionally insured and meeting all requirements of section 17 below. Contact Risk Management for insurance requirements at (949) 361-8200, and Business Licenses at (949) 361-6166.

15.8. Per (Orange County Fire Authority ("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: SCYR will be responsible for all printed promotional materials for its leagues and tournaments. The City shall not copy flyers, posters, registration packets or any other printed materials. SCYR 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. Flyers may not be left on parked vehicles at any City Park or facility.

16.2. Magazine/Website Space: The City will include contact information for SCYR once each quarter in the City's Recreation Magazine and on the City Website in the youth sports section. SCYR is responsible for submitting accurate information to the City prior to the publishing schedule.

16.3. Overhead Banner Reservation: SCYR may seek to participate in the City's overhead banner program in the same manner as any other Community Partner. Regular banner fees apply 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: SCYR shall not use City parks or facilities to hang banners on the fences or buildings except as provided for herein. During games, Program Events, and registration days, SCYR may temporarily hang banners on the ball field fences provided such banners are removed 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 in the City's sole and absolute discretion. Any such exceptions shall 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), SCYR 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 SCYR participants, invitees, officers, agents, employees, representatives, or subcontractors of SCYR [collectively, the "SCYR 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 SCYR's use of the City facilities including but not limited to the San Clemente fields, by any of the SCYR entities, anyone directly or indirectly employed by any of them, or anyone that they control or invite to the premises (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, SCYR shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCYR 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 SCYR 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
910 Calle Negocio, San Clemente, CA 92673

One additional copy sent to:
Beaches, Parks and Recreation Department
100 Calle Seville, San Clemente, CA 92672

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 SCYR as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCYR's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCYR's Board of Directors is required to notify their volunteer coaches, parents and participants about the rules and regulations set forth in the Ball Field and Park Rental Policies, municipal codes and guidelines within this Agreement. The Recreation Division will work closely with SCYR to address concerns and to enhance communications between staff, field users, and community. It is the responsibility of SCYR to notify City of any concerns.

18.4. Outcome: SCYR shall regularly communicate with SCYR 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 SCYR's failure to follow the terms of this Agreement, the Municipal Code, and City Department policies and procedures.

18.6. Notification: City staff will contact the SCYR representative to discuss any noticed violation. City shall e-mail SCYR'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: SCYR's representatives will work with City 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 SCYR's representative and President. If SCYR fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCYR for any manpower and/or equipment used to resolve the issue. SCYR shall bear all costs and expenses City deems necessary to completely resolve the issue.

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

- (i) First Warning: The first warning letter will be sent upon SCYR's first failure to resolve an issue resulting from a direct violation of this Agreement, the Municipal Code, or park operating policy or rules. A letter will be written to SCYR's President and representative documenting the violation and will be placed in SCYR's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCYR to the Beaches, Parks and Recreation Department Director.
- (ii) Second Warning: A Second warning is issued after a second documented violation occurs within one year (365 days) from first violation. City will send SCYR a letter notifying SCYR that a City staff member will be assigned to monitor SCYR activities due to the violation. SCYR 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: A third warning is issued after a third documented violation occurs within one year (365 days) from first violation. Upon issuance of a Third Warning City shall review this Agreement. The Agreement is subject to termination upon such review. Any termination may be appealed to the Beaches, Parks and Recreation Department Director and ultimately

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

18.9. Termination: City may terminate this Agreement without cause by providing thirty (30) days' notice in writing.

18.10. San Clemente Municipal Code: Nothing in this Agreement shall limit the City's authority to enforce the San Clemente Municipal Code or otherwise take legal action under State law.

19. Term and Cooperation

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

19.2. SCYR 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. SCYR 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 N. Calle Seville
 San Clemente, CA 92672
 Attention: Recreation Manager

With a copy to: Best Best & Krieger
 18101 Von Karman, Suite 1000
 Irvine, CA 92612
 Attn: Scott Smith, City Attorney

If to SCYR: San Clemente Youth Rugby
 PO Box 1466
 San Clemente, CA 92674
 Attention: Ian Noble, President

With a copy to: _____

 Attention: _____

[End – signature page follows]

IN WITNESS WHEREOF, City and SCYR 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:
Best Best & Krieger LLP

Scott Smith, City Attorney

"SCYR"

San Clemente Youth Rugby,
a youth sports organization

By: _____

Its: _____