



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 2/7/2023

Agenda Item: 6E

Department: Beaches, Parks and Recreation

Prepared By: Samantha Wylie, Beaches, Parks & Recreation Director

Subject:

MEMORANDUM OF UNDERSTANDING (MOU) - GOLF COURSE BLOCK TEE TIME RESERVATION FOR SAN CLEMENTE EXCHANGE CLUB

Fiscal Impact:

The MOU requires that the regular green fee be charged to each player upon check-in and if the group does not release its unneeded times 24 hours in advance, the Club will be charged the regular green fee rate applicable at the time of play.

Summary:

Staff recommends that City Council approve a memorandum of understanding (“MOU”) with the San Clemente Exchange Club (“Exchange Club”) for the use of the San Clemente Municipal Golf Course. The purpose of the Agreement is to provide the Exchange Club with regularly scheduled group reservations/tee times as allowed through the Golf Course Operating Resolution.

Background:

On March 2, 2021, the City Council of the City of San Clemente adopted Resolution number 20-71 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, ESTABLISHING CERTAIN OPERATING STANDARDS AND REGULATIONS FOR PLAY UPON THE MUNICIPAL GOLF COURSE, in which Section 5 provides guidelines for local block reservations.

The section reads as follows:

Section 5. LOCAL CLUB TEE TIME BLOCK RESERVATIONS

Local groups/clubs may be granted an exemption from the normal tournament reservation fee as listed in Resolution No. 20-70. Interested clubs must apply in writing to the City Manager or his/her designee. The request will be forwarded to the Golf Course Committee for approval or disapproval. All applicants will be subject to the following minimum criteria:

1. The group must provide services to the City of San Clemente and be an accredited not-for-profit organization based in San Clemente.
2. Membership to the group must be non-exclusive.
3. The group must demonstrate that some of the money raised by the golf outing will directly benefit the community.
4. The group will be limited to a minimum of 16 players and a maximum of 24 players.

Approved local groups/clubs shall submit annual requests in advance to the City Manager or his/her designee for approval, prior to publishing their calendar. Blocks of tee time reservations will be granted on a first-come first-served basis, with approvals granted based on the best interest of the Golf Course. All groups/clubs requesting tee time blocks will be required to guarantee the number of players they will provide at least 24 hours before the reserved block. The group will be responsible to pay green fees for any no-show players. The group will be charged the membership rate in effect on the day of the booking for all no-show players.

Golf Course staff or the Golf Starter reserves the right to periodically “bump” any group that does not pay the normal reservation fee from its regular time in favor of an outside tournament group. Tee time block reservations may be canceled at any time for any reason including a group’s unsatisfactory use or violation of course policies.

Discussion:

The Exchange Club has held a regular golf reservation for more than two decades. All of its club members are San Clemente residents and many are active SC Muni golfers. At its August 2020 meeting, the Golf Committee received a request from the Exchange Club to move its standing tee reservation from Thursday afternoons to Wednesday mornings citing its continued contributions to the city. At this meeting, the Committee recommended (6-0) allowing the Club a standing four tee time block on Wednesday mornings beginning at 8:30 a.m. The Club has agreed to move its standing time to accommodate Men’s Club activities scheduled monthly on the first Wednesday.

Based on the Golf Committee recommendation, staff has collaborated with the Exchange Club to determine the preferred days and times for its regular use of the golf course. Attachment 2 outlines all details of the MOU. The block reservation does not provide a discount to golfers in the Exchange Club group. Every golfer is charged the rate applicable at the time of the tee reservation. If the Exchange Club does not utilize its entire allocated tee times and does not cancel or release 24 hours in advance, the Golf Starter will automatically charge the Exchange Club the regular rate of green fees.

Recommended Actions:

Staff Recommendation

Staff Recommends the City Council approve and authorize the Beaches, Parks & Recreation Director to execute Contract No. C23-04 a Memorandum of Understanding between the City and the San Clemente Exchange Club related to tee time block reservations.

Attachment:

1. Golf Course Operating Resolution
2. MOU - Draft

Notification:

San Clemente Exchange Club
Dave Cook Pro Shop

RESOLUTION NO. 20-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, ESTABLISHING CERTAIN OPERATING STANDARDS AND REGULATIONS FOR PLAY UPON THE MUNICIPAL GOLF COURSE, AND REPEALING RESOLUTION NO. 15-42.

WHEREAS, the San Clemente Municipal Golf Course was gifted to the City of San Clemente in 1928 by founder, Ole Hanson, and the City of San Clemente has continued to own and operate the site as a Municipal Golf Course at his bequest; and

WHEREAS, the San Clemente Municipal Golf Course is open to the public seven days per week, and used by local clubs and organizations to perpetuate the sport and enjoyment of golf; and

WHEREAS, improvements in golf course operating technologies and software have enhanced opportunities to expand reservation systems and Course operations; and

WHEREAS, fees for play upon on the Municipal Golf Course have been established and adopted through Resolution No. 20-70; and

WHEREAS, the City of San Clemente regularly considers operating standards and regulations for play to optimize Course utilization; and

WHEREAS, it is the desire of the City Council to ensure a safe and enjoyable environment for play upon the San Clemente Municipal Golf Course.

NOW, THEREFORE, The City Council of the City of San Clemente does hereby resolve as follows:

Section 1. GOLF RESERVATION POLICY

Reservations for golf play will be accepted one week in advance starting at 6:00 a.m., Monday through Sunday (ie. Monday for Monday, Tuesday for Tuesday, etc.). Tee time increments will be established by the City Manager or his/her designee to allow maximum play and optimal play conditions.

San Clemente Residents who have purchased a Resident Membership Card may book tee times eight (8) days in advance, beginning at 6:00 a.m. Cardholders must present proper identification at check-in, upon request of the Golf Starter.

Tee reservations may be accepted, on a first come, first serve basis. It is prohibited to use any computer program, bot, offline reader, and site search/retrieval application to book tee times. Other manual or automatic devices, tools, or processes to retrieve, data mine, or in any way reproduce or circumvent the navigational structure, or presentation of the content or the site itself, for obtaining a City of San Clemente Golf Reservation Tee Time

is strictly prohibited.

Section 2. RESERVATION CANCELLATION/NO SHOW POLICY

Cancellation of a reserved tee time must be done 24 hours prior to the reserved time if the time is not going to be used. Any person who does not utilize the reserved time and does not cancel the reservation ("No Show") within the time limit above will be charged (using the card on file) the full golf rate based upon their reservation. If reserving a foursome or additional players, the individual making the reservation, will be automatically charged the entire amount of the reserved greens fees if any individual players are missing from the group.

Appeals for exceptions may be made to the City and submitted in writing to golf@san-clemente.org. Extenuating circumstances will be evaluated on a case-by-case basis. All appeals must be made within 72 hours of the reserved tee time.

Section 3. HOURS OF TWILIGHT OPERATION

On weekdays and weekends, afternoon reduced rates, referred to in this resolution as the "twilight rate" will be in effect commencing at 1:00 p.m. during standard time and 2:00 p.m. during daylight savings time.

Section 4. DEFINITION OF 9-HOLE PLAY

Early Morning ("Back 9") players may tee off the tenth tee from the commencement of business until the first group of 18-hole players exits the ninth green, or as dictated by the Golf Starter.

Super Twilight ("Front 9") will be in effect for times within two hours of dusk, or as dictated by the Golf Starter

Section 5. LOCAL CLUB TEE TIME BLOCK RESERVATIONS

Local groups/clubs may be granted the opportunity to obtain an exemption from the normal tournament reservation fee as listed in Resolution No. 20-70. Interested clubs must apply in writing to the City Manager or his/her designee. The request will be forwarded to the Golf Course Committee for approval or disapproval. All applicants will be subject to the following minimum criteria:

1. The group must provide services to the City of San Clemente and be an accredited not-for-profit organization based in San Clemente.
2. Membership to the group must be non-exclusive.
3. The group must demonstrate that some of the money raised by the golf outing will directly benefit the community.
4. The group will be limited to a minimum of sixteen (16) players and a maximum of twenty four (24) players.

Approved local groups/clubs shall submit annual requests in advance to the City

Manager or his/her designee for approval, prior to publishing their calendar. Blocks of tee time reservations will be granted on a first come first serve basis with approvals granted based on the best interest of the Golf Course. All groups/clubs requesting tee time blocks will be required to guarantee the number of players they will provide at least 24 hours before the reserved block. The group will be responsible to pay the green fees for any no show players. The group will be charged the membership rate in effect on the day of the booking for all no show players.

Golf Course staff or Golf Professional reserves the right to periodically bump any group that does not pay the normal reservation fee from its regular time in favor of an outside tournament group. Tee time block reservations may be cancelled at any time for any reason including a group's unsatisfactory use or violation of course policies.

Section 6. TOURNAMENTS

Golf Tournaments requested by anyone other than approved annual tournaments will be limited to a minimum of twenty four (24) players and a maximum of eighty (80) players. Tournaments must be booked at least 14 days in advance of the planned tournament.

Starting times for scheduled tournaments shall be no earlier than, 10:00 a.m., November through April, and 11:00 a.m., May through October. Certain "competitive events" that are traditionally sponsored by the course such as the City Championship, Junior Championships etc., will be allowed to exceed the 80 player maximum at the discretion of the City Manager or his/her designee.

Section 7. SHOTGUN START TOURNAMENTS

A maximum of five (5) shotgun start tournaments will be allowed each calendar year and will be available on a first come first served basis. Requests for shotgun start tournaments must be submitted to the City Manager or his/her designee at least 90 days in advance of the planned tournament to ensure that the day of play will be available.

Organizations requesting shotgun start tournaments will be required to guarantee that they will provide a minimum of 120 players and a maximum of 144 players. The tournament organizer/group will be responsible to pay the green fees for any no show players. The tournament group will be charged the resident rate in effect on the day of the tournament for all no show players. A Shotgun Tournament Contract and Confirmation Agreement must be signed and returned to the Golf Professional prior to approval of the tournament.

At the City Manager or his/her designee's discretion, additional shotgun tournaments may be allowed if they prove to be in the best financial interest of the municipal golf course. Any request for a shotgun start tournament that is denied by the City Manager or his/her designee may be appealed to the City Council.

Section 8. YOUTH PLAY REQUIREMENTS

No children, except those registered for play, shall be permitted on the golf course

at any time. Minors desiring to play upon the Municipal Golf Course shall do so under the following circumstances:

A. Junior Play

Minors are eligible to play on the course accompanied by a paying adult except those who have obtained a Junior Card as described herein.

A minor who is 12 years of age or older may golf on the course unaccompanied by a paying adult by applying for and receiving a Junior Card, described herein.

B. Junior Card

Minors between the ages of 12 to 18 years are eligible to obtain a Junior Card allowing them to play upon the golf course under the following circumstances and criteria:

1. Pass a written test on the rules of golf and golf etiquette, administered by the Golf Professional;
2. Demonstrate to the Golf Professional that he or she can play golf at a level of competence that will not adversely impact other play on the golf course; and
3. Obtain signed permission from a legal parent or guardian.

Each applicant who has met the provisions of subsection B, 1-3 above shall be issued a card which will be used to provide proof to the Golf Starter that the holder is eligible to play unaccompanied by an adult. The card shall be valid until the applicants 18th birthday. The card should be kept on the player at all times while utilizing the golf course.

Eligibility is revocable by the City Manager or his/her designee as to any youth failing to observe course rules and regulations, based upon recommendation by the Golf Professional and/or Course Marshal. If eligibility is revoked, the youth must re-establish his or her qualifications with the Golf Professional and the City Manager or his/her designee at a later date.

Section 9. HOLIDAY SCHEDULE

The holiday schedule for play is hereby established as follows:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Memorial Day
5. July 4th - Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. Other city holidays as may be declared by the City Council, as applicable.

If any of these holidays fall on a Saturday, observance shall be on the Friday before, and if any fall on a Sunday, observance shall be on the following Monday.

Section 10. FREE GOLF PLAY POLICY

It is the policy of the City of San Clemente to allow certain parties to play golf at no charge, provided it is determined that the complimentary play is in the best interest of the City. The following guidelines have been established to clearly delineate the City's policy with respect to complimentary play.

A. City Council, Golf Course Committee, and Golf Course Management

Complimentary golf is extended to members of the City Council, Golf Course Committee and managers directly involved with the management of the golf course and does not extend to family members, friends, and former Golf Course Committee Members and former employees. These individuals are authorized to play one complimentary game per month, on a reserved time basis. Personnel in this category must make their tee times through the Golf Starter Office.

The following positions are authorized to receive complimentary golf play:

- Seated Members of the City Council
- City Manager
- Beaches, Parks and Recreation Director
- Appointed Members of the Golf Course Committee

B. Golf Course Employees

Complimentary employee golf is limited to employees of the golf division and does not extend to family, friends, or former employees. Employees to whom this benefit is extended includes all members of the golf course maintenance crew, starter's office, and PGA staff. Employees are not authorized to play on a reserved time and are never to be given precedence over paying customers. Complimentary play is not to be extended to employees of any other department of the City.

It is the responsibility of the City Manager or his/her designee to monitor this play and ensure that the provisions of this policy are strictly followed.

C. Other Individuals and Organizations

The City Manager may, from time to time, determine that it is in the best interest of the City to provide complimentary play under the following categories:

1. To support fund raising efforts of non-profit organizations that serve San Clemente.
2. To provide assistance to visiting dignitaries, business leaders or political figures

at the County, State or Federal level.

3. Any such instance deemed by the City Manager to be in the interest of the City of San Clemente

These requests and arrangements must be approved through the City Manager's office. The City manager shall be allocated 100 rounds of complimentary golf per year to be used in furtherance the above.

Section 11. RULES GOVERNING PLAY

1. The official opening time of the Golf Course will be set by the City Manager or his/her designee. The opening time will be set to allow maximum play, but not so as to interfere with maintenance operations, and to coincide with the seasons of the year.
2. Golf Course staff and/or Golf Professional shall have the authority to close the Golf Course during inclement weather.
3. All players must register with the Golf starter prior to commencing play on the golf course. Those players holding reserved starting times must check in with the starter 15 minutes prior to their starting time. Players not confirming they are present and ready to play will lose their reserved time and be assigned to the starter's waiting list.
4. Practicing of any kind on the Golf Course is prohibited except in designated areas.
5. The use of any type of driving range ball on the Golf Course is prohibited.
6. No golf cart or wheeled hand trolley shall be allowed closer than 30 feet from greens.
7. During inclement weather, Golf Course staff shall have the authority to keep electric and hand carts off of the Golf Course or restrict their use to paths.
8. Each group of players must keep up with the preceding group of players. If any group of players fails to keep pace with the preceding group, or does not allow faster players to play through, such persons may lose their playing rights. Any group of players stopping after nine holes for a prolonged period, for lunch, etc., shall not be allowed to resume play on the back nine without approval from the Golf Starter.
9. Players shall rake sand traps after use and place rake inside of trap after use.
10. Players shall not hit golf balls toward greens while maintenance workers are performing maintenance work. Players must allow maintenance workers sufficient time to complete work before continuing play on the hole.
11. Golf course staff has the right to refuse service to, or have removed from the course any persons behaving inappropriately or found in violation of any of the regulations governing play. If necessary, local law enforcement agencies may be called on for assistance in enforcing regulations.

The following activities are prohibited on golf course grounds or facilities except as

authorized by the City:

1. Storage of private or personal property.
2. Solicitation of any kind.
3. Circulation or posting of handbills, petitions, advertising matter, promotional material and literature.
4. Selling of any goods, wares, or merchandise, except by licensed concessionaires.
5. Carrying or discharging any firearm, air gun, sling shot, or fireworks of any kind.
6. Use of the golf course for any purpose other than to play golf in the accepted manner.
7. It is unlawful to bring, carry, transport or possess any intoxicating liquor; provided, however, this provision shall not apply to any person who has received permission from the City of San Clemente to do so or to any concessionaire lawfully doing business within any City golf course or any intoxicating beverages obtained from such concessionaire.
8. Coolers, or other such devices to store food and beverages are not permitted
9. Littering anywhere on the golf course is prohibited.
10. It is unlawful for any person to walk, jog, run, ride a bicycle or automobile or otherwise enter onto or remain on the property of the Municipal Golf Course.
11. Dogs, cats, or other animals shall not be brought on the golf course under any circumstances.
12. Picnicking or recreational play, other than golf, is prohibited.
13. Overnight or day camping is not allowed on any part of the golf course including the parking lot.
14. Cars must be parked in designated parking areas only, and overnight parking in the parking lot is not allowed. The City reserves the right to tow any vehicle in violation.
15. If necessary, local law enforcement agencies may be called upon for assistance in enforcing regulations.

Section 12. DRESS CODE

1. Appropriate golf attire is required at all times.
2. Shirts are required at all times. Male tank tops, and tee shirts containing inappropriate language or graphics are prohibited.
3. Shoes are required at all times. All conventional golf shoes are required to be equipped with "soft spikes." Traditional metal spikes are prohibited on the golf course and in and around the clubhouse.

Section 13. RULES GOVERNING THE USE OF MOBILE GOLF CARTS

1. Maximum speed will be ten (10) miles per hour.
2. Conforming privately owned Golf Carts will be permitted on the Golf Course (a) upon payment of the annual permit (established by the City Council and incorporated in the Golf Course Fee Resolution), (b) after vehicle inspection by the designated Golf Course staff or the Golf Pro, and (c) upon supplying evidence of ownership, registration and liability insurance satisfactory to the City of San Clemente. All approved privately owned golf carts shall display a permanently attached decal issued by the City of San Clemente. Carts shall be equipped with turf type tires. Any privately owned cart exhibiting non-conforming tires will be rejected.
3. All golf cart drivers must use cart paths within the vicinity of putting greens and teeing grounds. All carts may be restricted to paths only or other such rules when deemed appropriate by designated Golf Course staff or Golf Professional.
4. All golf carts (private and rental) must carry containers of sand for the repair of fairway divots.
5. All private and rental carts are restricted to a maximum of two occupants, one driver and one passenger.
6. Any persons found operating a private or rental golf cart in an unsafe or unorthodox manner that could result in injury to persons or unnecessary damage to the golf course may have their cart privileges revoked and may be removed from the golf course.
7. Cart rentals are the exclusive license of the Golf Professional and rental of rider space by private cart owners is strictly prohibited.

Section 14. PRIVATE GOLF CART REGISTRATION PROGRAM

The use of private golf carts on the Municipal Golf Course is limited to San Clemente residents, and to one person or one household. Use of the Golf Cart on the Municipal Golf Course is limited to those members of the family over 18 years of age with a valid California Driver's License and living in the same residence. Private golf carts must be registered and approved through the Golf Professional on an annual basis. Privately owned golf cart registrations and renewals will require evidence of a minimum of \$100,000.00 liability insurance coverage that shall include an endorsement listing the City of San Clemente as an additional insured party.

The private cart program is restricted to a maximum of one hundred (100) carts at any given time. This may be revisited at any time in conjunction with the Pro Shop Concession Contract, or upon request of the Golf Course Committee.

Section 15. VIOLATIONS AND PENALTIES

The Golf Course staff shall be vested with the authority to enforce all established rules and regulations. Penalty for violation of any rule or regulation may, at the discretion of the City Manager or his/her designee, result in loss of playing privileges. The City Manager

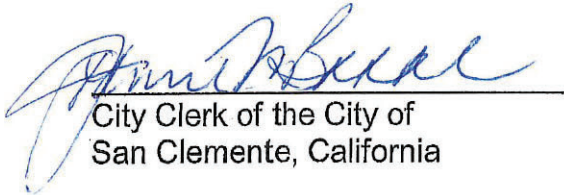
or his/her designee shall report all serious violations of rules to the Golf Committee, and when deemed necessary the Committee will make a recommendation to the City Council for official action.

Section 16. Resolution No. 15-42, and any other Resolution in conflict herewith is hereby repealed and has no further force or effect.

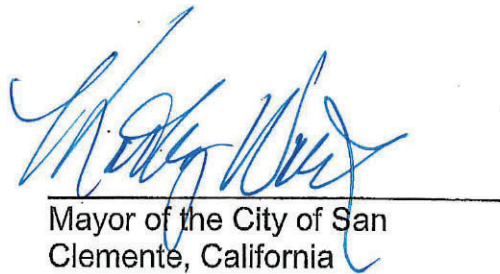
Section 17. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 2nd day of March, 2021.

ATTEST:



City Clerk of the City of
San Clemente, California



Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

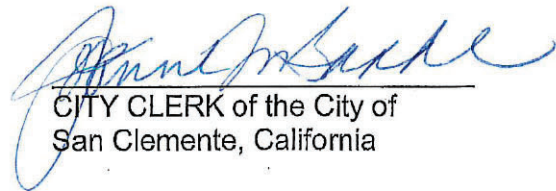
I, JOANNE BAADE, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 20-71 was adopted at a regular meeting of the City Council of the City of San Clemente held on the 2nd day of March, 2021, by the following vote:

AYES: DUNCAN, FERGUSON, JAMES, KNOBLOCK, MAYOR WARD


NOES: NONE

ABSENT: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this 16TH day of MARCH, 2021.


CITY CLERK of the City of
San Clemente, California

Approved as to form:


City Attorney



MEMORANDUM OF UNDERSTANDING
FOR SAN CLEMENTE EXCHANGE CLUB

THIS AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the City of San Clemente, a municipal corporation (hereinafter as “City”), and the Exchange Club of San Clemente, a non-profit 501c3 organization (hereinafter as “Exchange Club”), for a period of five (5) years plus two (2) possible three-year extensions for a total of eleven (11) years from and after the Effective Date.

R E C I T A L S:

WHEREAS, the City seeks to provide recreational opportunities for the residents of San Clemente that promote community engagement and connectivity; and

WHEREAS, the City desires to encourage and promote organized activities by partnering with local not-for-profit organizations; and

WHEREAS, the City owns, operates, and maintains a municipal golf course located at 150 Avenida Magdalena; and

WHEREAS, on March 2, 2021, the City Council of the City of San Clemente adopted Resolution number 20-71 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, ESTABLISHING CERTAIN OPERATING STANDARDS AND REGULATIONS FOR PLAY UPON THE MUNICIPAL GOLF COURSE, in which Section 5 provides guidelines for local tee time block reservations; and

WHEREAS, the Exchange Club has existed in San Clemente for fifty-eight (58) years as an organization focused on providing service to the community by fundraising money via charity events throughout the year, and donating proceeds to dozens of San Clemente-based charities; and

WHEREAS, the Exchange Club promotes membership and comradery through weekly outings at the San Clemente Municipal Golf Course which further the mission of service to the community.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, City and Exchange Club wish to have an agreement as follows:

C O V E N A N T S:

Based on the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Exchange Club hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Exchange Club will reserve golf tee times at the San Clemente

Municipal Golf Course. The Exchange Club utilizes the San Clemente Municipal Golf Course, located at 150 Avenida Magdalena, San Clemente, CA 92672, to host golf play for its members, their guests, and prospective members.

2. **Term.** The term of this Agreement shall be five (5) years plus two (2) possible three-year extensions from the Effective Date the City Manager executes this Agreement. Extensions shall be executed conjointly without lapse should both parties mutually agree to continue said Partnership.
3. **Facility Space.** City agrees to provide a regular reservation for up to four (4) consecutive tee time blocks, as determined by the Golf Starter, each Wednesday beginning at 9 a.m., except in instances where the 9 a.m. time conflicts with the Men's Club reservation block, at which time, the reserved block will begin immediately after the Men's Club reservation.

City agrees to provide the use of the golf course for Exchange Club for one (1) annual shotgun tournament. The tournament must be held on a Monday in October. The final date shall be agreed upon by Exchange Club and Golf Starter, annually. The charity rate shall apply, as described in City of San Clemente Resolution No. 23-02.

4. **Payment.** The Exchange Club agrees to confirm and guarantee the number of players they will provide at least 24 hours before the reserved block. Such notice will be provided to the Golf Starter by email or phone call, and any unneeded tee times will be returned for other public use. The Exchange Club will be responsible to pay the green fees for any no-show players and will be charged the membership rate in effect on the day of the booking for all no-show players.
5. **Use of the Facility.** The Exchange Club shall submit annual use requests to the Beaches, Parks & Recreation Director, or his/her designee by October 1st. The requested use of the facility will be reviewed annually by the Golf Committee, for approval at its regular November meeting. Blocks of tee time reservations will be granted on a first come first serve basis with approvals granted based on the best interest of the Golf Course.

6. **General Provisions.**

- a. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

Golf Course staff or Golf Professional reserves the right to periodically bump any block reservation from its regular time in favor of an outside tournament group. On such occasions, the Golf Starter shall provide the Exchange Club a one-week advance notice of the need to bump.

- b. **Termination of Agreement.** Either party may elect to terminate this Agreement with thirty (30) days' notice. The City of San Clemente reserves the right to cancel tee time block reservations at any time for any reason including a group's unsatisfactory use or violation of course policies.
- c. **Applicable Law.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this Agreement and over the parties.
- d. **Entirety of Agreement.** This Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- e. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. **Notices.** Correspondence shall be distributed by mail or electronic mail to the designated contact person. If to City, notification shall be delivered to the Beaches, Parks and Recreation Director; if to Exchange Club, notification shall be delivered to the Board President.
- g. **Indemnification.** To the fullest extent permitted by law, Exchange Club shall defend (with counsel of City's choosing), indemnify and hold City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of actions, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in an manner arising, out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Exchange Club, its officials, officers, employees, subcontractors, consultants or agents in connection with the use of the Facility or this Agreement, including without limitations the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Exchange Clubs' obligation to indemnify shall not be

restricted to insurance proceeds, if any, received by Exchange Club, City, its officials, officers, employees, agents or volunteers. This indemnification provision shall survive the termination of this Agreement.

[End – signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: City Manager _____

Dated: _____, 2023

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST, BEST, & KREIGER, LLP

City Attorney

“EXCHANGE CLUB”

SAN CLEMENTE EXCHANGE CLUB,
a non-profit foundation

By: _____

Its: _____

Dated: _____, 2023