



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

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

Meeting Date: 3/21/2023

Agenda Item: 9B

Department: Beaches, Parks and Recreation

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

Subject:

YOUTH SPORT PARTNERSHIP AGREEMENT RENEWALS

Fiscal Impact:

Council approval of the Beaches, Parks & Recreation Commission and staff recommendation granting youth sport partnerships to five organizations will result in subsidizing approximately \$1,021,402 in field rental fees annually, based on prior year's average usage. The discounts for partner groups for field rentals range from 55% to 90% depending on the level granted.

Summary:

This items has been reviewed by the Beaches, Parks and Recreation Commission who recommended approval of Recreation Sports Partnership Agreements with American Youth Soccer Organization Region 111, San Clemente Little League, San Clemente Girls Softball, South Coast Youth Football at the Platinum level, and Elite Soccer League at the Gold Level.

Background:

The Recreation Sports Partnership policy (Attachment 1) was adopted by the City Council in 2011 to enable the City to subsidize youth sports groups to encourage and promote the various seasonal sports on a year-round basis within the city limits and to make the best and most efficient use of the City's amenities, fields, and aquatic facilities. Establishing partnerships with outside organizations/associations for sports programs allows service to a larger portion of the community.

Eligible sports organizations can apply for three partnership levels: Platinum Partnership, Gold Partnership, and Silver Partnership. Below are the minimum requirements for each of the three levels:

Platinum Partnership:

The minimum requirements to receive Platinum Partnership status include the following: provision of the sports program in San Clemente for at least five years, current enrollment of at least 300 participants with 90% San Clemente residents, and games, tournaments, and practices conducted in San Clemente.

Gold Partnership:

The minimum requirements to receive Gold Partnership status include the following: provision of the sports program in San Clemente for at least three years, current enrollment of at least 200 participants with 80% San Clemente residents, and games, tournaments, and practices conducted in San Clemente.

Silver Partnership:

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

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. Alongside rental discounts, the other critical factor within each partnership level is the priority given during the seasonal field allocation process. For example, Platinum Partners receive priority reservations over Gold Partners, etc.

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

During the course of the Coronavirus Pandemic, many of the sport organizations saw a decline in the number of participants in their programs and most of the partnership agreements expired during this time. In an effort to allow for these organizations to reestablish their participant numbers, the City allowed for each organization to operate month-to-month based on their existing partnerships.

In November 2022, the Recreation Division received five completed applications for Sports Partnership each applying for Platinum Level: San Clemente Girls Softball (“SCGS”); San Clemente Little League (“SCLL”); and South Coast Youth Football League (“SCYF”), American Youth Soccer Organization Region 111 (“AYSO”), and Elite Soccer League (“ESL”).

At its December 13, 2022 meeting, the Beaches, Parks & Recreation Commission reviewed the applications and provided recommendations for SCGS, SCLL, AYSO, and SCYF. The Commission recommended (6-0) to grant Platinum Partnership status to SCLL, AYSO, and SCYF; and to SCGS on a probationary basis for the current season; and to table consideration of partnership for ESL to allow staff to review league rosters to verify residency percentage.

At its February 14, 2023 meeting, the Commission reviewed a staff report related to ESL rosters and residency. After additional staff review and requests for multiple missing rosters, the Commission recommended (7-0) approval Gold Sports Partnership status to ESL with a one-year agreement and one possible one-year extension.

Discussion:

In reviewing the partnership applications received, staff focused primarily on the rosters and game schedules submitted by the organization given that this is the factor with the most weight on partnership status. Staff review each roster to verify residency.

San Clemente Little League (SCLL)

SCLL (Attachment 2) is a current Platinum Partner and is a nationally recognized non-profit youth baseball organization. During its primary season in 2022, SCLL had approximately 786 participants with 95% being San Clemente residents (Attachment 2). It is a 100% recreational program. The

program is run and maintained exclusively by volunteers. SCLL allocates approximately 6% of its expenditures to Little League's National and District administration offices. SCLL has a Challenger Baseball League for its players with special needs.

SCLL has routinely worked with the City on field maintenance projects to keep the ball fields in good condition for the players in the league as well as residents of San Clemente to enhance city fields and amenities. SCLL uses approximately 5,470 hours of field space per year and is in financial good standing with the City, regularly paying its outstanding balances on time. SCLL meets all conditions set forth in the eligibility criteria to maintain its Platinum Partnership.

American Youth Soccer Organization Region 111 (AYSO)

AYSO (Attachment 3) is a current Platinum Partner and is a nationally recognized non-profit youth soccer organization. During its 2022 primary season, AYSO had approximately 1,011 participants with 94% being San Clemente residents. It is primarily a recreational program (95%) with the other 5% participating in skill-based programs. The program is run and maintained exclusively by volunteers. Based on its program budget and application (Attachment 3), AYSO allocates approximately 10% of its expenditures to AYSO National.

AYSO does not turn players away regardless of skill level and operates its VIP Soccer League for players with special needs. As the largest requester of multipurpose field space, at an estimated 5,500 hours per year, AYSO continues to work with Recreation staff to streamline field requests to ensure scheduled field space is used efficiently, and return field space when not needed. AYSO meets all conditions set forth in the eligibility criteria to maintain its Platinum Partnership.

Elite Soccer League (ESL)

ESL (Attachment 4) is currently a Gold Partner and recognized as a non-profit youth soccer organization based in Orange County. In its primary 2022 season, ESL had 1,231 participants with approximately 85.4% qualifying as San Clemente residents. ESL operates using both volunteer and paid coaches. Based on the application, ESL allocates \$26,600 (based on 2020 tax returns) monthly in funds for administration staff and coaching costs.

ESL has three (3) distinct levels of play and is broken down into participation of play as follows: U4-U10 Recreation, U9-U15 Signature, and Club CFA. The Recreation and Signature levels maintain a minimum play of 75%. The Club CFA level requires 50% play, however, these teams play within other seeding organizations that do not require minimum play rules. ESL is the second-highest user of multipurpose field space at approximately 4,700 hours per year. Based on the criteria of the Partnership Policy, staff recommends that ESL be considered for Gold Partnership status.

San Clemente Girls Softball (SCGS)

SCGS (Attachment 5) is currently a Platinum Partner and is a locally recognized non-profit youth softball organization. During its primary season in 2022, SCGS had approximately 341 players with 82.1% being San Clemente residents. SCGS applied for Platinum Partnership status but does not meet the minimum residency requirement of 90%.

At the December 2022 Beaches, Parks and Recreation Commission meeting, the Commission heard from several members of the SCGS organization expressing the challenges the organization would face if they were not granted the platinum status related to the discount rate of 90%. SCGS representatives opined that they took in an increased number of non-residents during the pandemic

as many other similar organizations disbanded during the time. SCGS stated that these numbers would decrease coming into their next primary season (spring 2023).

Because SCGS is the only San Clemente-based organization that serves girls (17 years and younger) for the sport of softball in a recreation league format, the Commission recommended (7-0) an exception to the policy requirements and to grant SCGS Platinum Partnership status for the 2023 spring season. At the conclusion of the season, staff will review rosters and verify residency to make a determination of partnership status for the fall season and forward. If SCGS meets the qualification for Platinum Partnership, staff recommends the Council authorize the Beaches, Parks & Recreation Director to extend the Platinum status for up to one year. If the organization does not meet these qualifications, staff recommend granting Gold Partnership status with into a one-year agreement.

South Coast Youth Football League (SCYF)

SCYF (Attachment 6) is currently a Platinum Partner and recognized as a local non-profit tackle football organization. In its primary 2022 season, the league had 316 players with 92.8% being San Clemente residents (Attachment 6). SCYF meets the player residency requirements of 90% to qualify for Platinum Partnership.

City Council Options and Recommended Actions:

City Council Options

- Approve Platinum Partnership status to American Youth Soccer Organization Region 111, San Clemente Little League, and South Coast Youth Football each with a one-year agreement; Platinum Partnership status to San Clemente Girls Softball for the spring 2023 season with an option to extend for up to one year if residency requirements are met; and Gold Partnership status to Elite Soccer League with a one-year agreement; and authorize the Beaches, Parks & Recreation Director to execute the sport partnership agreements for each organization.
- Modify and approve the partnership status to the organizations.
- Continue the Item and direct staff to provide additional information.
- Deny the partnership status to the organizations.

Staff Recommendation

The Beaches, Parks & Recreation Commission and Staff Recommend the City Council approve the following recreation partnerships:

1. Platinum Partnership status to American Youth Soccer Organization Region 111, San Clemente Little League, and South Coast Youth Football each with a one-year agreement; and
2. Platinum Partnership status to San Clemente Girls Softball for the spring 2023 season with an option to extend for up to one year if residency requirements are met; and
3. Gold Partnership status to Elite Soccer League with a one-year agreement; and
4. Authorize the Beaches, Parks & Recreation Director to execute the sport partnership agreements for each organization.

Attachment:

1. Recreation Sports Policy and Purpose
2. San Clemente Little League Sports Partnership Application
3. AYSO Region 111 Recreation Sports Partnership Application
4. Elite Soccer League Sports Partnership Application

5. San Clemente Girls Softball Partnership Application
6. South Coast Youth Football Partnership Application

Notification:

AYSO Region 111
Elite Soccer League
San Clemente Little League
San Clemente Girls Softball
South Coast Youth Football

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.



RECREATION SPORTS PARTNERSHIP AGREEMENT FOR
SAN CLEMENTE LITTLE LEAGUE

This PLATINUM PARTNERSHIP AGREEMENT is entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and SAN CLEMENTE LITTLE LEAGUE, a youth sports organization incorporated in California ("SCLL") for a period of one (1) year 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 sport fields by all clubs and sports organizations; and

WHEREAS SCLL is a private non-profit organization that has been involved in recreational baseball activities in San Clemente since 1954. SCLL served over 750 children, aged four to eighteen years old in its 2022 primary season. The SCLL Baseball program (the "Program") is well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents; and

WHEREAS SCLL desires to enter into this Platinum Partnership Agreement to establish a standard and schedule of athletic field usage to better serve its membership; and

WHEREAS SCLL currently uses Vista Hermosa Sports Park, Forster Ranch, San Gorgonio, Talega, Vista Bahia, and Liberty Parks and desires to enter into this Platinum 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 follows:

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 SCLL hereby agree as follows:

1. SCLL Program Requirements

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

strictly comply with any of the following requirements is a material breach of this Agreement:

- 1.1.1. SCLL is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- 1.1.2. SCLL is not 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. SCLL shall immediately notify the City in writing if it becomes aware that SCLL is the subject of any formal investigation by a government agency.
- 1.1.3. SCLL shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsement in favor of the City, and approved by the City's risk manager. SCLL'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. SCLL shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCLL is required to pay regular rates for use of City amenities, fields, pools, and/or facilities.
- 1.1.5. SCLL has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. SCLL 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. SCLL 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 league activities. SCLL shall operate on the philosophy that no child will be denied a chance to play soccer due to financial hardship. SCLL 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. SCLL shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, SCLL shall

enforce a “zero tolerance” policy. Any SCLL 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 SCLL activities.

- 1.1.9. SCLL supplies and shall continue to supply participant rosters annually to City. SCLL membership shall be comprised of no less than 90% San Clemente residents.

SCLL 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. SCLL Representatives To City

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

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

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are delegated to the Recreation Division, with staff coordination from the assigned Recreation Coordinator or Supervisor. This representative(s) is responsible for: field allocations, applications, billing, insurance, lights, and scheduling conflicts that may arise during the course of this Agreement.

2.4. After-hours maintenance concerns related to field damage, vandalism, or field and park-related emergencies should be directed to the Public Works Maintenance Services Division at (949) 361-8317.

3. Athletic Field Rental Rates

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

3.2. 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 SCLL Platinum Partnership:

Park/Rental Type	Hourly/Daily Fee	Discount	Partner Fee
Neighborhood	\$40/hour	90% Discount	\$4/hour
Community	\$50/hour	90% Discount	\$5/hour
Sport	\$60/hour	90% Discount	\$6/hour
Tournaments	See hourly rates above	50% Discount	---
Camps/Clinics	See hourly rates above	50% Discount	---
Light Fee	\$15/hour	0%	---

4. **Field Storage**

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

4.1. Designated park storage space will be identified at the start of each primary season and reviewed bi-annually with the organization. A separate storage use agreement may be initiated under consideration of the Beaches, Parks & Recreation Director with agreement by both parties of this Agreement.

4.2. Keys for City park storage areas will be given only to the SCLL representative defined in Section 2. A signature for key check-out is required on all keys. Lost keys must be reported immediately to the City. The organization will be responsible to cover all costs associated with the re-key of said facility. SCLL is required to keep control over keys and assignment of keys.

4.3. SCLL is responsible for the maintenance, rental, and safety of the storage unit, and all supplies therein. At no time will combustible supplies or hazardous materials be permitted to be stored on City Property. The foregoing prohibition applies to materials that include but are not limited to flammable products such as gasoline for equipment or propane for barbecues.

4.4. SCLL is expected to release unused or unneeded storage facility space if the organization deems it is no longer necessary for operations.

5. **Concessions**

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

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

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

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

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

5.5 Use of Styrofoam products is prohibited. 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 the usage of any City-owned property or facility shall require the renter to 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 Platinum 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 SCLL are to be utilized solely for SCLL programs. SCLL may not sublet field space to any non-SCLL or other organization. There is no exclusive use of 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, SCLL 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. SCLL representatives must attend the field allocation meeting bi-annually to coordinate other group needs in the community.

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

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

6.5. SCLL 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 SCLL, the City will request that SCLL relinquish reserved time for other rentals. It is the responsibility of SCLL to coordinate all field schedules with its participants and coaches.

6.7. It is the responsibility of SCLL to coordinate all block schedules with their participants. This includes scheduling fields 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. SCLL will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9 p.m. Lighted sports fields close at 10 p.m. SCLL is required to vacate all fields prior to closing time.

7.2. All parks close at 10 p.m. Should park gates be locked for the evening, vehicles remaining in the parking lot(s) will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound.

7.3. Cancellations and changes to approved rentals. A change fee of \$25.00 will be added for any change in time or space requested after a rental permit has been approved and billed out.

7.4. Nonuse of fields. SCLL will be charged the full hourly rate (non-discounted) for SCLL-affiliated groups without permits or usage without approval.

7.5. Edits and cancelations of reserved fields must be made a minimum of 12 hours prior to the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, SCLL will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

7.6. All changes in permitted field space must be submitted in writing the Recreation Coordinator or Supervisor overseeing the field use permit. Online requests may be submitted electronically through www.san-clemente.org/fieldchange

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCLL must communicate these parking limitations to their participants. City is not responsible for providing parking to SCLL participants. SCLL must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. 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.

7.9. When scheduled at a neighborhood or community park field, SCLL must incorporate a 10-15 minute buffer in 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.

7.10. SCLL has a duty to inspect and notify the City of any safety hazards at facilities and fields.

8. Sport Light Use

SCLL 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 Sports 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 to SCLL by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. SCLL 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. SCLL must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCLL 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 SCLL direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCLL Contributions to Field Maintenance

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

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

10. SCLL Supplies and Equipment Contribution

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

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

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

10.3. Field maintenance equipment left on City fields for the duration of the season will be the responsibility of SCLL. Equipment found in disrepair is the responsibility of the user group to remove in a timely manner. Organizations found in contempt of this may forfeit their right to store equipment on fields or be charged for the costs associated with removal and disposal.

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 which can be accessed at the City's website. Each organization is responsible for reviewing the MUDLINE, the City will not contact field users individually regarding closures. The MUDLINE is updated when fields are closed by 1 p.m. on weekdays and by 8 a.m. on weekends. When a field is closed, it is closed for the remainder of the day.

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

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

12. Vehicle Access

Vehicles are not permitted on City fields. SCLL 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.

13. Field and Park Clean Up

SCLL shall clean up fields and associated park areas in the proximity of the field after each use by SCLL. This includes litter left behind from fans in the bleachers,

dugouts, or snack concession stand areas. The City will provide adequate trash containers. SCLL shall prevent all materials or water related to clean-up activities after the event from entering the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

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

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

SCLL may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). SCLL 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 on 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 are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to SCLL will communicate this process to the organization.

15.1. SCLL will receive the Platinum Partnership discount of 90% for Opening and Closing Day Ceremonies.

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

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

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

15.5. SCLL 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 DJs and as well as for any live entertainment such as bands that include amplification for the instruments, drums, horns, etc. 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.

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: SCLL 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. SCLL is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park. 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 SCLL once each quarter in the City’s Recreation Magazine and on the City Website in the youth sports section. SCLL is responsible for submitting accurate information to the City prior to the publishing schedule.

16.3. Overhead Banner Reservation: SCLL 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: SCLL 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, SCLL may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on 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), SCLL shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City’s agents, officers, and employees, (collectively, the “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCLL

participants, invitees, officers, agents, employees, representatives, or subcontractors of SCLL [collectively, the "SCLL Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCLL's use of the City facilities including but not limited to the San Clemente fields, by any of the SCLL 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, SCLL shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCLL shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and 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 the said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of SCLL pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims-made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
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 SCLL as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCLL's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCLL's Board of Directors 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 SCLL to address concerns and enhance communications between staff, field users, and the community. It is the responsibility of SCLL to notify City of any concerns.

18.4. Outcome: SCLL shall regularly communicate with SCLL members to educate participants, coaches, and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements, especially where traffic, noise, parking, trash, and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. Violations: City shall document violations resulting from SCLL'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 SCLL representative to discuss any noticed violation. City shall e-mail SCLL's representative, with a copy to the President, and will follow up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. Proposed Resolution and Timeline: SCLL's 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 SCLL's representative and President. If SCLL fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCLL for any manpower

and/or equipment used to resolve the issue. SCLL shall bear all costs and expenses 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 SCLL.

- (i) First Warning: The First Warning letter will be sent upon SCLL's first failure to resolve an issue resulting from a direct violation of this Agreement, the Municipal Code, or park operating policy or rule. A letter will be written to SCLL's President and representative documenting the violation and will be placed in SCLL's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCLL to the Beaches, Parks and Recreation Department Director.
- (ii) Second Warning: A Second Warning is issued after a second documented violation occurs within one year (365 days) from the First Warning. City will send SCLL a letter notifying SCLL that a City staff member will be assigned to monitor SCLL activities due to the violation. SCLL will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) Third Warning: 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 one year from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement and will continue until canceled under the provisions of Section 18.9.

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

20. Miscellaneous

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

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

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

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

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

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 is 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: Beaches, Parks & Recreation Director

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

If to SCLL: San Clemente Little League
P.O. Box 84
San Clemente, CA 92674
Attn: President

With a copy to: _____

Attention: _____

[End – signature page follows]

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

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
Best Best & Krieger LLP

Scott Smith, City Attorney

“SCLL”

SAN CLEMENTE LITTLE LEAGUE,
a youth sports organization

By: _____

Its: _____



**RECREATION SPORTS PARTNERSHIP AGREEMENT FOR
AMERICAN YOUTH SOCCER ORGANIZATION REGION 111**

This PLATINUM PARTNERSHIP AGREEMENT is entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and AMERICAN YOUTH SOCCER ORGANIZATION REGION 111, a youth sports organization incorporated in California ("AYSO") for a period of one (1) year 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 sport fields by all clubs and sports organizations.

WHEREAS AYSO is a private, non-profit organization that has been involved in recreational soccer activities in San Clemente for the past 25 years. AYSO serves over 1,000 children, aged four to nineteen years old. The AYSO soccer program (the "Program") is well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents.

WHEREAS AYSO desires to enter into this Platinum 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 follows:

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 AYSO hereby agree as follows:

1. AYSO Program Requirements

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

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

- 1.1.2. AYSO is not 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. AYSO shall immediately notify the City in writing if it becomes aware that AYSO is the subject of any formal investigation by a government agency.
- 1.1.3. AYSO shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsement in favor of the City, and approved by the City's risk manager. AYSO'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. AYSO shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and AYSO is required to pay regular rates for use of City amenities, fields, pools, and/or facilities.
- 1.1.5. AYSO has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. AYSO 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. AYSO 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 league activities. AYSO shall operate on the philosophy that no child will be denied a chance to play soccer due to financial hardship. AYSO 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. AYSO shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, AYSO shall enforce a "zero tolerance" policy. Any AYSO 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 AYSO activities.

1.1.9. AYSO supplies and shall continue to supply participant rosters annually to City. AYSO membership shall be comprised of no less than 90% San Clemente residents.

AYSO 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. AYSO Representatives To City

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

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

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are delegated to the Recreation Division, with staff coordination from the assigned Recreation Coordinator or Supervisor. This representative(s) is responsible for: field allocations, applications, billing, insurance, lights, and scheduling conflicts that may arise during the course of this Agreement.

2.4. After-hours maintenance concerns related to field damage, vandalism, or field and park-related emergencies should be directed to the Public Works Maintenance Services Division at (949) 361-8317.

3. Athletic Field Rental Rates

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

3.2. 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 AYSO Platinum Partnership:

Park/Rental Type	Hourly/Daily Fee	Discount	Partner Fee
Neighborhood	\$40/hour	90% Discount	\$4/hour
Community	\$50/hour	90% Discount	\$5/hour
Sport	\$60/hour	90% Discount	\$6/hour

Tournaments	See hourly rates above	50% Discount	---
Camps/Clinics	See hourly rates above	50% Discount	---
Light Fee	\$15/hour	0%	---

4. Field Storage

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

4.1. Designated park storage space will be identified at the start of each primary season and reviewed bi-annually with the organization. A separate storage use agreement may be initiated under consideration of the Beaches, Parks & Recreation Director with agreement by both parties of this Agreement.

4.2. Keys for City park storage areas will be given only to the AYSO representative defined in Section 2. A signature for key check-out is required on all keys. Lost keys must be reported immediately to the City. The organization will be responsible to cover all costs associated with the re-key of said facility. AYSO is required to keep control over keys and assignment of keys.

4.3. AYSO is responsible for the maintenance, rental, and safety of the storage unit, and all supplies therein. At no time will combustible supplies or hazardous materials be permitted to be stored on City Property. The foregoing prohibition applies to materials that include but are not limited to flammable products such as gasoline for equipment or propane for barbecues.

4.4. AYSO is expected to release unused or unneeded storage facility space if the organization deems it is no longer necessary for operations.

5. Concessions

AYSO is approved to utilize the concession buildings at Forster Ranch Park (located near Field 4/5) and Vista Hermosa Sports Park (located near Field 6), to sell concessions to their participants provided they apply for the appropriate permits from the Orange County Health Department.

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

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

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

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

5.5 Use of Styrofoam products is prohibited. 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 the usage of any City-owned property or facility shall require the renter to 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 Platinum 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 AYSO are to be utilized solely for AYSO programs. AYSO may not sublet field space to any non-AYSO or other organization. There is no exclusive use of 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, AYSO 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. AYSO representatives must attend the field allocation meeting bi-annually to coordinate other group needs in the community.

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

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

6.5. AYSO 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 AYSO, the City will request that AYSO relinquish reserved time for other rentals. It is the responsibility of AYSO to coordinate all field schedules with its participants and coaches.

6.7. It is the responsibility of AYSO to coordinate all block schedules with their participants. This includes scheduling fields 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. AYSO will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9 p.m. Lighted sports fields close at 10 p.m. AYSO is required to vacate all fields prior to closing time.

7.2. All parks close at 10 p.m. Should park gates be locked for the evening, vehicles remaining in the parking lot(s) will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound.

7.3. Cancellations and changes to approved rentals. A change fee of \$25.00 will be added for any change in time or space requested after a rental permit has been approved and billed out.

7.4. Nonuse of fields. AYSO will be charged the full hourly rate (non-discounted) for AYSO-affiliated groups without permits or usage without approval.

7.5. Edits and cancelations of reserved fields must be made a minimum of 12 hours prior to the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, AYSO will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

7.6. All changes in permitted field space must be submitted in writing the Recreation Coordinator or Supervisor overseeing the field use permit. Online requests may be submitted electronically through www.san-clemente.org/fieldchange

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). AYSO must communicate these parking limitations to their participants. City is not responsible for providing parking to AYSO participants. AYSO must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. 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.

7.9. When scheduled at a neighborhood or community park field, AYSO must incorporate a 10-15 minute buffer in 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.

7.10. AYSO has a duty to inspect and notify the City of any safety hazards at facilities and fields.

8. Sport Light Use

AYSO 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 Sports 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 to AYSO by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. AYSO 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. AYSO must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. AYSO 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 AYSO direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. AYSO Contributions to Field Maintenance

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

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

10. AYSO Supplies and Equipment Contribution

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

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

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

10.3. Field maintenance equipment left on City fields for the duration of the season will be the responsibility of AYSO. Equipment found in disrepair is the responsibility of the user group to remove in a timely manner. Organizations found in contempt of this may forfeit their right to store equipment on fields or be charged for the costs associated with removal and disposal.

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 which can be accessed at the City's website. Each organization is responsible for reviewing the MUDLINE, the City will not contact field users individually regarding closures. The MUDLINE is updated when fields are closed by 1 p.m. on weekdays and by 8 a.m. on weekends. When a field is closed, it is closed for the remainder of the day.

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

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

12. Vehicle Access

Vehicles are not permitted on City fields. AYSO 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.

13. Field and Park Clean Up

AYSO shall clean up fields and associated park areas in the proximity of the field after each use by AYSO. This includes litter left behind from fans in the bleachers, dugouts, or snack concession stand areas. The City will provide adequate trash containers. AYSO shall prevent all materials or water related to clean-up activities after the event from entering the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

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

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

AYSO may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). AYSO 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 on 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 are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to AYSO will communicate this process to the organization.

15.1. AYSO will receive the Platinum Partnership discount of 90% for Opening and Closing Day Ceremonies.

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

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

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

15.5. AYSO 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 DJs and as well as for any live entertainment such as bands that include amplification for the instruments, drums, horns, etc. 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.

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: AYSO 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. AYSO is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park. 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 AYSO once each quarter in the City's Recreation Magazine and on the City Website in the youth sports section. AYSO is responsible for submitting accurate information to the City prior to the publishing schedule.

16.3. Overhead Banner Reservation: AYSO 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: AYSO 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, AYSO may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on 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), AYSO shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any AYSO participants, invitees, officers, agents, employees, representatives, or subcontractors of AYSO [collectively, the "AYSO Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of AYSO's use of the City facilities including but not limited to the San Clemente fields, by any of the AYSO entities, anyone directly or

indirectly employed by any of them, or anyone that they control 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, AYSO shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and AYSO shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and 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 the said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of AYSO pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims-made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
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 AYSO as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon AYSO's violation of the City Municipal Code or this Agreement.

18.3. Commitment: AYSO's Board of Directors 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 AYSO to address concerns and enhance communications between staff, field users, and the community. It is the responsibility of AYSO to notify City of any concerns.

18.4. Outcome: AYSO shall regularly communicate with AYSO members to educate participants, coaches, and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements, especially where traffic, noise, parking, trash, and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. Violations: City shall document violations resulting from AYSO'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 AYSO representative to discuss any noticed violation. City shall e-mail AYSO's representative, with a copy to the President, and will follow up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. Proposed Resolution and Timeline: AYSO's 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 AYSO's representative and President. If AYSO fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge AYSO for any manpower and/or equipment used to resolve the issue. AYSO shall bear all costs and expenses 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 AYSO.

- (i) First Warning: The First Warning letter will be sent upon AYSO's first failure to resolve an issue resulting from a direct violation of this Agreement, the Municipal Code, or park operating policy or rule. A letter will be written to AYSO's President and representative documenting the violation and will be placed in AYSO's file. A report

and/or pictures of the violation will be included for reference. The matter may be appealed by AYSO to the Beaches, Parks and Recreation Department Director.

- (ii) Second Warning: A Second Warning is issued after a second documented violation occurs within one year (365 days) from the First Warning. City will send AYSO a letter notifying AYSO that a City staff member will be assigned to monitor AYSO activities due to the violation. AYSO will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) Third Warning: 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 one year from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement and will continue until canceled under the provisions of Section 18.9.

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

20. Miscellaneous

20.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary

covenants, undertakings, or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

20.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the Parties seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is 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: Beaches, Parks & Recreation Director

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

If to AYSO: AYSO Region 111
647 Camino de los Mares, Suite 108, PMB 164
San Clemente, CA 92673
Attention: Nick Russell

With a copy to: _____

Attention: _____

[End – signature page follows]

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

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
Best Best & Krieger LLP

Scott Smith, City Attorney

“AYSO”

AMERICAN YOUTH SOCCER
ORGANIZATION 111,
a youth sports organization

By: _____

Its: _____



RECREATION SPORTS PARTNERSHIP AGREEMENT FOR
ELITE SOCCER LEAGUE

This PLATINUM PARTNERSHIP AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF SAN CLEMENTE, a municipal corporation (“City”) and ELITE SOCCER LEAGUE, a youth sports organization incorporated in California (“ESL”) for a period of one (1) year 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 sport fields by all clubs and sports organizations; and

WHEREAS ESL is a private non-profit organization that has been involved in recreational soccer activities in San Clemente for the past 20 years. ESL serves over 1,100 children, aged four to sixteen years old. The ESL 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; and

WHEREAS ESL desires to enter into this Gold Partnership Agreement to establish a standard and schedule of athletic field usage to better serve its membership; and

WHEREAS ESL uses Vista Hermosa Sports Park, Talega, Jim Johnson Memorial Sports, San Gorgonio, Forster Ranch, and Talega Parks and desires to enter into this Gold 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 follows:

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 ESL hereby agree as follows:

1. ESL Program Requirements

1.1. As a material inducement to City’s entering into this Agreement with ESL, ESL agrees and covenants that, during the term of this Agreement, ESL 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. ESL 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. ESL 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. ESL shall immediately notify the City in writing if it becomes aware that ESL is the subject of any formal investigation by a government agency.
- 1.1.3. ESL 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 endorsement in favor of the City, and approved by the City's risk manager. ESL'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. ESL shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and ESL is required to pay regular rates for use of City amenities, fields, pools, and/or facilities.
- 1.1.5. ESL has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. ESL 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. ESL 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 league activities. ESL shall operate on the philosophy that no child will be denied a chance to play soccer due to financial hardship. ESL 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. ESL shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, ESL shall enforce a "zero tolerance" policy. Any ESL 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 ESL activities.

- 1.1.9. ESL supplies and shall continue to supply participant rosters annually to City. ESL membership shall be comprised of no less than 90% San Clemente residents.

ESL 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. ESL Representatives To City

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

2.2. ESL is responsible for notifying City in writing within thirty (30) days of any change in its designated ESL 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 Recreation Division, with staff coordination from the assigned Recreation Coordinator or Supervisor. This representative(s) is responsible for: field allocations, applications, billing, insurance, lights, and scheduling conflicts that may arise during the course of this Agreement.

2.4. After-hours maintenance concerns related to field damage, vandalism, or field and park-related emergencies should be directed to the Public Works Maintenance Services Division at (949) 361-8317.

3. Athletic Field Rental Rates

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

3.2. 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 ESL Platinum 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%	\$15/hour

4. Field Storage

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

5. Concessions

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

5.2. Use of Styrofoam products is prohibited. 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 the usage of any City-owned property or facility shall require the renter to 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 Platinum 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 ESL are to be utilized solely for ESL programs. ESL may not sublet field space to any non-ESL or other organization. There is no exclusive use of 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, ESL 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. ESL representatives must attend the field allocation meeting bi-annually to coordinate other group needs in the community.

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

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

6.5. ESL 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 ESL, the City will request that ESL relinquish reserved time for other rentals. It is the responsibility of ESL to coordinate all field schedules with its participants and coaches.

6.7. It is the responsibility of ESL to coordinate all block schedules with their participants. This includes scheduling fields 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. ESL 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 p.m. Lighted sports fields close at 10 p.m. ESL is required to vacate all fields prior to closing time.

7.2. All parks close at 10 p.m. Should park gates be locked for the evening, vehicles remaining in the parking lot(s) will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound.

7.3. Cancellations and changes to approved rentals. A change fee of \$25.00 will be added for any change in time or space requested after a rental permit has been approved and billed out.

7.4. Nonuse of fields. ESL will be charged the full hourly rate (non-discounted) for ESL-affiliated groups without permits or usage without approval.

7.5. Edits and cancelations of reserved fields must be made a minimum of 12 hours prior to the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, ESL will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

7.6. All changes in permitted field space must be submitted in writing the Recreation Coordinator or Supervisor overseeing the field use permit. Online requests may be submitted electronically through www.san-clemente.org/fieldchange

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). ESL must communicate these parking limitations to their participants. City is not responsible for providing parking to ESL participants. ESL must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. 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.

7.9. When scheduled at a neighborhood or community park field, ESL must incorporate a 10-15 minute buffer in 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.

7.10. ESL has a duty to inspect and notify the City of any safety hazards at facilities and fields.

8. Sport Light Use

ESL 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 Sports 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 to ESL by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. ESL 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. ESL must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. ESL 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 ESL direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. Contributions to Field Maintenance

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

9.1. ESL shall obtain prior written consent from the 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. ESL understands that any other such alterations, additions, or improvements must comply with all state and local standards.

10. Supplies and Equipment Contribution

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

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

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

10.3. Field maintenance equipment left on City fields for the duration of the season will be the responsibility of ESL. Equipment found in disrepair is the responsibility of the user group to remove in a timely manner. Organizations found in contempt of this may forfeit their right to store equipment on fields or be charged for the costs associated with removal and disposal.

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 which can be accessed at the City's website. Each organization is responsible for reviewing the MUDLINE, the City will not contact field users individually regarding closures. The MUDLINE is updated when fields are closed by 1 p.m. on weekdays and by 8 a.m. on weekends. When a field is closed, it is closed for the remainder of the day.

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

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

12. Vehicle Access

Vehicles are not permitted on City fields. ESL 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.

13. Field and Park Clean Up

ESL shall clean up fields and associated park areas in the proximity of the field after each use by ESL. This includes litter left behind from fans in the bleachers, dugouts, or snack concession stand areas. The City will provide adequate trash containers. ESL shall prevent all materials or water related to clean-up activities after the event from entering the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

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

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

ESL may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). ESL 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 on 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 are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to ESL will communicate this process to the organization.

15.1. ESL will receive the Platinum Partnership discount of 90% for Opening and Closing Day Ceremonies.

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

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

15.5. ESL 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 DJs and as well as for any live entertainment such as bands that include amplification for the instruments, drums, horns, etc. 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.

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: ESL 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. ESL 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 ESL once each quarter in the City's Recreation Magazine and on the City Website in the youth sports section. ESL is responsible for submitting accurate information to the City prior to the publishing schedule.

16.3. Overhead Banner Reservation: ESL 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: ESL 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, ESL may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on 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), ESL 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 ESL participants, invitees, officers, agents, employees, representatives, or subcontractors of ESL [collectively, the "ESL 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 ESL's use of the City facilities including but not limited to the San Clemente fields, by any of the ESL 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, ESL shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and ESL 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 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 the 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 ESL 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 ESL as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon ESL's violation of the City Municipal Code or this Agreement.

18.3. Commitment: ESL'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 ESL to address concerns and enhance communications between staff, field users, and the community. It is the responsibility of ESL to notify City of any concerns.

18.4. Outcome: ESL shall regularly communicate with ESL 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 ESL'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 ESL representative to discuss any noticed violation. City shall e-mail ESL'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: ESL'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 ESL's representative and President. If ESL fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge ESL for any manpower and/or equipment used to resolve the issue. ESL 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 ESL.

- (i) First Warning: The First Warning letter will be sent upon ESL's first failure to resolve an issue resulting from a direct violation of this Agreement, the Municipal Code, or park operating policy or rule. A letter will be written to ESL's President and representative documenting the violation and will be placed in ESL's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by ESL 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 the First Warning. City will send ESL a letter notifying ESL that a City staff member will be assigned to monitor ESL activities due to the violation. ESL 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 one year from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement and will continue until canceled under the provisions of Section 18.9.

19.2. ESL 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. ESL 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 is 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: Beaches, Parks & Recreation Director

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

If to ESL: SAN CLEMENTE GIRLS SOFTBALL
P.O. Box 4586
San Clemente, CA 92674
Attn: President

With a copy to: _____

Attention: _____

[End – signature page follows]

DRAFT

IN WITNESS WHEREOF, City and ESL 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

“ESL”

ELITE SOCCER LEAGUE,
a youth sports organization

By: _____

Its: _____



RECREATION SPORTS PARTNERSHIP AGREEMENT FOR
SAN CLEMENTE GIRLS SOFTBALL

This PLATINUM PARTNERSHIP AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF SAN CLEMENTE, a municipal corporation (“City”) and SAN CLEMENTE GIRLS SOFTBALL, a youth sports organization incorporated in California (“SCGS”) for a period of six (6) months, with an option to extend for one (1) year 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 sport fields by all clubs and sports organizations; and

WHEREAS SCGS is a private non-profit organization that has been involved in recreational softball activities in San Clemente for the past 65 years. SCGS serves over 400 children, aged five to fourteen years old. The SCGS football program (the “Program”) is well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents; and

WHEREAS SCGS desires to enter into this Platinum Partnership Agreement to establish a standard and schedule of athletic field usage to better serve its membership; and

WHEREAS SCGS uses Vista Hermosa Sports Park, Richard T. Steed, Forster Ranch, and Tierra Grande Parks and desires to enter into this Platinum 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 follows:

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 SCGS hereby agree as follows:

1. SCGS Program Requirements

1.1. As a material inducement to City’s entering into this Agreement with SCGS, SCGS agrees and covenants that, during the term of this Agreement, SCGS shall operate its Program in compliance with the following requirements, and agrees that any failure to

strictly comply with any of the following requirements is a material breach of this Agreement:

- 1.1.1. SCGS is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- 1.1.2. SCGS is not 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. SCGS shall immediately notify the City in writing if it becomes aware that SCGS is the subject of any formal investigation by a government agency.
- 1.1.3. SCGS shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsement in favor of the City, and approved by the City's risk manager. SCGS'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. SCGS shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCGS is required to pay regular rates for use of City amenities, fields, pools, and/or facilities.
- 1.1.5. SCGS has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. SCGS 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. SCGS 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 league activities. SCGS shall operate on the philosophy that no child will be denied a chance to play soccer due to financial hardship. SCGS 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. SCGS shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, SCGS shall

enforce a “zero tolerance” policy. Any SCGS 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 SCGS activities.

- 1.1.9. SCGS supplies and shall continue to supply participant rosters annually to City. SCGS membership shall be comprised of no less than 90% San Clemente residents.

SCGS 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. SCGS Representatives To City

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

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

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are delegated to the Recreation Division, with staff coordination from the assigned Recreation Coordinator or Supervisor. This representative(s) is responsible for: field allocations, applications, billing, insurance, lights, and scheduling conflicts that may arise during the course of this Agreement.

2.4. After-hours maintenance concerns related to field damage, vandalism, or field and park-related emergencies should be directed to the Public Works Maintenance Services Division at (949) 361-8317.

3. Athletic Field Rental Rates

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

3.2. 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 SCGS Platinum Partnership:

Park/Rental Type	Hourly/Daily Fee	Discount	Partner Fee
Neighborhood	\$40/hour	90% Discount	\$4/hour
Community	\$50/hour	90% Discount	\$5/hour
Sport	\$60/hour	90% Discount	\$6/hour
Tournaments	See hourly rates above	50% Discount	---
Camps/Clinics	See hourly rates above	50% Discount	---
Light Fee	\$15/hour	0%	---

4. **Field Storage**

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

4.1. Designated park storage space will be identified at the start of each primary season and reviewed bi-annually with the organization. A separate storage use agreement may be initiated under consideration of the Beaches, Parks & Recreation Director with agreement by both parties of this Agreement.

4.2. Keys for City park storage areas will be given only to the SCGS representative defined in Section 2. A signature for key check-out is required on all keys. Lost keys must be reported immediately to the City. The organization will be responsible to cover all costs associated with the re-key of said facility. SCGS is required to keep control over keys and assignment of keys.

4.3. SCGS is responsible for the maintenance, rental, and safety of the storage unit, and all supplies therein. At no time will combustible supplies or hazardous materials be permitted to be stored on City Property. The foregoing prohibition applies to materials that include but are not limited to flammable products such as gasoline for equipment or propane for barbecues.

4.4. SCGS is expected to release unused or unneeded storage facility space if the organization deems it is no longer necessary for operations.

5. **Concessions**

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

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

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

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

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

5.5 Additional concession facilities may be approved at the discretion of the Beaches, Parks & Recreation Director at a mutually agreed upon facility.

5.6 Use of Styrofoam products is prohibited. 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 the usage of any City-owned property or facility shall require the renter to 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 Platinum 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 SCGS are to be utilized solely for SCGS programs. SCGS may not sublet field space to any non-SCGS or other organization. There is no exclusive use of 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, SCGS 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. SCGS representatives must attend the field allocation meeting bi-annually to coordinate other group needs in the community.

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

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

6.5. SCGS 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 SCGS, the City will request that SCGS relinquish reserved time for other rentals. It is the responsibility of SCGS to coordinate all field schedules with its participants and coaches.

6.7. It is the responsibility of SCGS to coordinate all block schedules with their participants. This includes scheduling fields 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. SCGS will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9 p.m. Lighted sports fields close at 10 p.m. SCGS is required to vacate all fields prior to closing time.

7.2. All parks close at 10 p.m. Should park gates be locked for the evening, vehicles remaining in the parking lot(s) will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound.

7.3. Cancellations and changes to approved rentals. A change fee of \$25.00 will be added for any change in time or space requested after a rental permit has been approved and billed out.

7.4. Nonuse of fields. SCGS will be charged the full hourly rate (non-discounted) for SCGS-affiliated groups without permits or usage without approval.

7.5. Edits and cancelations of reserved fields must be made a minimum of 12 hours prior to the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, SCGS will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

7.6. All changes in permitted field space must be submitted in writing the Recreation Coordinator or Supervisor overseeing the field use permit. Online requests may be submitted electronically through www.san-clemente.org/fieldchange

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCGS must communicate these parking limitations to their participants. City is not responsible for providing parking to SCGS participants. SCGS must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. 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.

7.9. When scheduled at a neighborhood or community park field, SCGS must incorporate a 10-15 minute buffer in 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.

7.10. SCGS has a duty to inspect and notify the City of any safety hazards at facilities and fields.

8. Sport Light Use

SCGS 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 Sports 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 to SCGS by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. SCGS 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. SCGS must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCGS 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 SCGS direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCGS Contributions to Field Maintenance

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

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

10. SCGS Supplies and Equipment Contribution

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

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

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

10.3. Field maintenance equipment left on City fields for the duration of the season will be the responsibility of SCGS. Equipment found in disrepair is the responsibility of the user group to remove in a timely manner. Organizations found in contempt of this may forfeit their right to store equipment on fields or be charged for the costs associated with removal and disposal.

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 which can be accessed at the City's website. Each organization is responsible for reviewing the MUDLINE, the City will not contact field users individually regarding closures. The MUDLINE is updated when fields are closed by 1 p.m. on weekdays and by 8 a.m. on weekends. When a field is closed, it is closed for the remainder of the day.

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

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

12. Vehicle Access

Vehicles are not permitted on City fields. SCGS 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.

13. Field and Park Clean Up

SCGS shall clean up fields and associated park areas in the proximity of the field after each use by SCGS. This includes litter left behind from fans in the bleachers, dugouts, or snack concession stand areas. The City will provide adequate trash containers. SCGS shall prevent all materials or water related to clean-up activities after the event from entering the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

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

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

SCGS may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). SCGS 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 on 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 are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to SCGS will communicate this process to the organization.

15.1. SCGS will receive the Platinum Partnership discount of 90% for Opening and Closing Day Ceremonies.

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

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

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

15.5. SCGS 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 DJs and as well as for any live entertainment such as bands that include amplification for the instruments, drums, horns, etc. 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.

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: SCGS 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. SCGS is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park. 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 SCGS once each quarter in the City's Recreation Magazine and on the City Website in the youth sports section. SCGS is responsible for submitting accurate information to the City prior to the publishing schedule.

16.3. Overhead Banner Reservation: SCGS 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: SCGS 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, SCGS may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on 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), SCGS shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCGS participants, invitees, officers, agents, employees, representatives, or subcontractors of SCGS [collectively, the "SCGS Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCGS's use of the City facilities including but not limited to the San Clemente fields, by any of the SCGS entities, anyone directly or indirectly employed by any of them, or anyone that they control 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, SCGS shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCGS shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and 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 the said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice

to City of such cancellation or material change as evidenced by a return receipt for a registered letter;”

- (v) cover the operations of SCGS pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims-made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
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 SCGS as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCGS's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCGS's Board of Directors 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 SCGS to address concerns and enhance communications between staff, field users, and the community. It is the responsibility of SCGS to notify City of any concerns.

18.4. Outcome: SCGS shall regularly communicate with SCGS members to educate participants, coaches, and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements, especially where traffic, noise, parking, trash, and issues are concerned. By enhancing communication all parties involved will benefit.

18.5. Violations: City shall document violations resulting from SCGS'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 SCGS representative to discuss any noticed violation. City shall e-mail SCGS's representative, with a copy to the President, and will follow up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. Proposed Resolution and Timeline: SCGS's 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 SCGS's representative and President. If SCGS fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCGS for any manpower and/or equipment used to resolve the issue. SCGS shall bear all costs and expenses 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 SCGS.

- (i) First Warning: The First Warning letter will be sent upon SCGS's first failure to resolve an issue resulting from a direct violation of this Agreement, the Municipal Code, or park operating policy or rule. A letter will be written to SCGS's President and representative documenting the violation and will be placed in SCGS's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCGS to the Beaches, Parks and Recreation Department Director.
- (ii) Second Warning: A Second Warning is issued after a second documented violation occurs within one year (365 days) from the First Warning. City will send SCGS a letter notifying SCGS that a City staff member will be assigned to monitor SCGS activities due to the violation. SCGS will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) Third Warning: 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 six months from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement and will continue until canceled under the provisions of Section 18.9. The agreement may be extended for up to one (1) year so long as SCGS meets the requirements defined for Platinum Partnership at the completion of its 2023 spring season.

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

20. Miscellaneous

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

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

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

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

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

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

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

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

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

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

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

20.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the Parties seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is 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: Beaches, Parks & Recreation Director

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

If to SCGS: SAN CLEMENTE GIRLS SOFTBALL
P.O. Box 4586
San Clemente, CA 92674
Attn: President

With a copy to: _____

Attention: _____

[End – signature page follows]

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

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
Best Best & Krieger LLP

Scott Smith, City Attorney

“SCGS”

SAN CLEMENTE GIRLS SOFTBALL,
a youth sports organization

By: _____

Its: _____



**RECREATION SPORTS PARTNERSHIP AGREEMENT FOR
SOUTH COAST YOUTH FOOTBALL**

This PLATINUM PARTNERSHIP AGREEMENT is entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF SAN CLEMENTE, a municipal corporation ("City") and SOUTH COAST YOUTH FOOTBALL, a youth sports organization incorporated in California ("SCYF"), for a period of one (1) year 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 sport fields by all clubs and sports organizations; and

WHEREAS SCYF is a private non-profit organization that has been involved in recreational baseball activities in San Clemente since 1954. SCYF served over 750 children, aged four to eighteen years old in its 2022 primary season. The SCYF Baseball program (the "Program") is well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and proven history of providing programs for San Clemente residents; and

WHEREAS SCYF desires to enter into this Platinum Partnership Agreement to establish a standard and schedule of athletic field usage to better serve its membership; and

WHEREAS SCYF primarily uses Vista Hermosa Sports Park and Bonito Canyon Park and desires to enter into this Platinum 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 follows:

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 SCYF hereby agree as follows:

1. SCYF Program Requirements

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

- 1.1.1. SCYF is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- 1.1.2. SCYF is not 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. SCYF shall immediately notify the City in writing if it becomes aware that SCYF is the subject of any formal investigation by a government agency.
- 1.1.3. SCYF shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsement in favor of the City, and approved by the City's risk manager. SCYF'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. SCYF shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCYF is required to pay regular rates for use of City amenities, fields, pools, and/or facilities.
- 1.1.5. SCYF has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. SCYF 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. SCYF 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 league activities. SCYF shall operate on the philosophy that no child will be denied a chance to play soccer due to financial hardship. SCYF 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. SCYF shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, SCYF shall enforce a "zero tolerance" policy. Any SCYF 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 SCYF activities.

1.1.9. SCYF supplies and shall continue to supply participant rosters annually to City. SCYF membership shall be comprised of no less than 90% San Clemente residents.

SCYF 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. SCYF Representatives To City

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

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

2.3. The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are delegated to the Recreation Division, with staff coordination from the assigned Recreation Coordinator or Supervisor. This representative(s) is responsible for: field allocations, applications, billing, insurance, lights, and scheduling conflicts that may arise during the course of this Agreement.

2.4. After-hours maintenance concerns related to field damage, vandalism, or field and park-related emergencies should be directed to the Public Works Maintenance Services Division at (949) 361-8317.

3. Athletic Field Rental Rates

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

3.2. 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 SCYF Platinum Partnership:

Park/Rental Type	Hourly/Daily Fee	Discount	Partner Fee
Neighborhood	\$40/hour	90% Discount	\$4/hour

Community	\$50/hour	90% Discount	\$5/hour
Sport	\$60/hour	90% Discount	\$6/hour
Tournaments	See hourly rates above	50% Discount	---
Camps/Clinics	See hourly rates above	50% Discount	---
Light Fee	\$15/hour	0%	---

4. Field Storage

4.1. Designated park storage space will be identified at the start of each primary season and reviewed bi-annually with the organization. A separate storage use agreement may be initiated under consideration of the Beaches, Parks & Recreation Director with agreement by both parties of this Agreement.

4.2. Keys for City park storage areas will be given only to the SCYF representative defined in Section 2. A signature for key check-out is required on all keys. Lost keys must be reported immediately to the City. The organization will be responsible to cover all costs associated with the re-key of said facility. SCYF is required to keep control over keys and assignment of keys.

5. Concessions

SCYF is not approved to utilize the concession buildings. If the organization seeks to add concession operation, SCYF must communicate with the City representative and a separate agreement will be initiated under direction of the Beaches, Parks and Recreation Director.

5.1 Use of Styrofoam products is prohibited. 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 the usage of any City-owned property or facility shall require the renter to 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 Platinum 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 SCYF are to be utilized solely for SCYF programs. SCYF may not sublet field space to any non-SCYF or other organization. There is no exclusive use of 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, SCYF 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. SCYF representatives must attend the field allocation meeting bi-annually to coordinate other group needs in the community.

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

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

6.5. SCYF 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 SCYF, the City will request that SCYF relinquish reserved time for other rentals. It is the responsibility of SCYF to coordinate all field schedules with its participants and coaches.

6.7. It is the responsibility of SCYF to coordinate all block schedules with their participants. This includes scheduling fields 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. SCYF will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

7.1. Sports fields without lights are closed at dusk, and no later than 9 p.m. Lighted sports fields close at 10 p.m. SCYF is required to vacate all fields prior to closing time.

7.2. All parks close at 10 p.m. Should park gates be locked for the evening, vehicles remaining in the parking lot(s) will be under the authority of the Orange County Sheriff's Department and subject to ticketing and impound.

7.3. Cancellations and changes to approved rentals. A change fee of \$25.00 will be added for any change in time or space requested after a rental permit has been approved and billed out.

7.4. Nonuse of fields. SCYF will be charged the full hourly rate (non-discounted) for SCYF-affiliated groups without permits or usage without approval.

7.5. Edits and cancelations of reserved fields must be made a minimum of 12 hours prior to the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, SCYF will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

7.6. All changes in permitted field space must be submitted in writing the Recreation Coordinator or Supervisor overseeing the field use permit. Online requests may be submitted electronically through www.san-clemente.org/fieldchange

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCYF must communicate these parking limitations to their participants. City is not responsible for providing parking to SCYF participants. SCYF must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. 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.

7.9. When scheduled at a neighborhood or community park field, SCYF must incorporate a 10-15 minute buffer in 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.

7.10. SCYF has a duty to inspect and notify the City of any safety hazards at facilities and fields.

8. Sport Light Use

SCYF 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 Sports 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 to SCYF by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. SCYF 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. SCYF must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCYF 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 SCYF direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCYF Contributions to Field Maintenance

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

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

10. SCYF Supplies and Equipment Contribution

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

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

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

10.3. Field maintenance equipment left on City fields for the duration of the season will be the responsibility of SCYF. Equipment found in disrepair is the responsibility of the user group to remove in a timely manner. Organizations found in contempt of this may forfeit their right to store equipment on fields or be charged for the costs associated with removal and disposal.

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 which can be accessed at the City's website. Each organization is responsible for reviewing the MUDLINE, the City will not contact field users individually regarding closures. The

MUDLINE is updated when fields are closed by 1 p.m. on weekdays and by 8 a.m. on weekends. When a field is closed, it is closed for the remainder of the day.

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

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

12. Vehicle Access

Vehicles are not permitted on City fields. SCYF 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.

13. Field and Park Clean Up

SCYF shall clean up fields and associated park areas in the proximity of the field after each use by SCYF. This includes litter left behind from fans in the bleachers, dugouts, or snack concession stand areas. The City will provide adequate trash containers. SCYF shall prevent all materials or water related to clean-up activities after the event from entering the storm drain system (i.e. street gutters or catch basins).

14. Crowd Control

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

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

SCYF may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). SCYF 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 on 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 are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to SCYF will communicate this process to the organization.

15.1. SCYF will receive the Platinum Partnership discount of 90% for Opening and Closing Day Ceremonies.

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

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

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

15.5. SCYF 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 DJs and as well as for any live entertainment such as bands that include amplification for the instruments, drums, horns, etc. 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.

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: SCYF 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. SCYF is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park. 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 SCYF once each quarter in the City's Recreation Magazine and on the City Website in the youth sports section. SCYF is responsible for submitting accurate information to the City prior to the publishing schedule.

16.3. Overhead Banner Reservation: SCYF 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: SCYF 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, SCYF may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on 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), SCYF shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCYF participants, invitees, officers, agents, employees, representatives, or subcontractors of SCYF [collectively, the "SCYF Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCYF's use of the City facilities including but not limited to the San Clemente fields, by any of the SCYF 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, SCYF shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCYF shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and 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 the said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of SCYF pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims-made basis.

Original documents sent to:
City of San Clemente
Risk Management Office
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 SCYF as well as any other use of City facilities as provided for under this Agreement for meets, practices, and other usages based upon SCYF's violation of the City Municipal Code or this Agreement.

18.3. Commitment: SCYF's Board of Directors 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 SCYF to address concerns and enhance communications between staff, field users, and the community. It is the responsibility of SCYF to notify City of any concerns.

18.4. Outcome: SCYF shall regularly communicate with SCYF members to educate participants, coaches, and parents to become increasingly more responsible working within the Municipal Code and field rules, and user agreements, especially where

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

18.5. Violations: City shall document violations resulting from SCYF'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 SCYF representative to discuss any noticed violation. City shall e-mail SCYF's representative, with a copy to the President, and will follow up on the telephone conversation confirming the discussion and details of the incident or violation.

18.7. Proposed Resolution and Timeline: SCYF's 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 SCYF's representative and President. If SCYF fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCYF for any manpower and/or equipment used to resolve the issue. SCYF shall bear all costs and expenses 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 SCYF.

- (i) First Warning: The First Warning letter will be sent upon SCYF's first failure to resolve an issue resulting from a direct violation of this Agreement, the Municipal Code, or park operating policy or rule. A letter will be written to SCYF's President and representative documenting the violation and will be placed in SCYF's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCYF to the Beaches, Parks and Recreation Department Director.
- (ii) Second Warning: A Second Warning is issued after a second documented violation occurs within one year (365 days) from the First Warning. City will send SCYF a letter notifying SCYF that a City staff member will be assigned to monitor SCYF activities due to the violation. SCYF will be billed for the assigned hours of said staff member at the staff member's appropriate hourly rate. The staff member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.
- (iii) Third Warning: 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 one year from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement and will continue until canceled under the provisions of Section 18.9.

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

20. Miscellaneous

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 is 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: Beaches, Parks & Recreation Director

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

If to SCYF: SOUTH COAST YOUTH FOOTBALL
P.O. Box 84
San Clemente, CA 92674
Attn: President

With a copy to: _____

Attention: _____

[End – signature page follows]

DRAFT

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

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM:
Best Best & Krieger LLP

Scott Smith, City Attorney

“SCYF”

SOUTH COAST YOUTH FOOTBALL,
a youth sports organization

By: _____

Its: _____