



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### CITY COUNCIL MEETING

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

**Meeting Date:** September 3, 2024

**Agenda Item:** 10A

**Submitted By:** Beaches, Parks and Recreation

**Prepared By:** Samantha Wylie, Beaches, Parks & Recreation Director  
Julia Petit, Recreation Supervisor

**Subject:**

**CONSIDERATION OF A RESOLUTION AWARDING SPORTS PARTNERSHIP STATUS FOR THE FALL/WINTER PRIMARY SEASON SPORTS**

**Fiscal Impact:**

The Recreational Sports Partnerships Policy No. 702-5 (the “Policy”) allows for the City to provide a discounted rental rate to approved organizations. The total subsidy will depend on the approved partnership levels of each organization. Organizations that do not qualify for partnership status are offered up to a 40% discount on field rentals dependent on non-profit status. Under the Partnership policy, the following discounts are available:

	Tier I	Tier II	Tier III	Tier IV
Field Rates (Hourly)	90%	85%	80%	70%
Clinics/Tournaments	50%	35%	25%	25%
Light Fees	No Discount	No Discount	No Discount	No Discount

Based on the recommendation, the anticipated subsidy in field rentals totals approximately \$475,029 annually, based on 2023-24 usages. This covers the usage for the three organizations being considered as part of this report. Light fees are not reported as there is no discount on light fees. The table below provides an itemized overview of the discounted field rentals for each organization.

	Rental Discount		Projected Rental Revenue			Partnership Subsidy
	Resident Non-Profit	Partner Discount	Total Rental Cost	Without Partnership (40%)	With Partnership (Tiered)	
ESL	40%	90%	\$299,580	\$179,748	\$29,958	\$269,622
SCYF	40%	90%	\$61,615	\$36,969	\$6,162	\$55,454
AYSO	40%	85%	\$176,415	\$105,849	\$26,462	\$149,953
<i>Total Subsidy for Multipurpose Fields</i>						\$475,029

**Summary:**

Based upon the findings and guidelines provided in the Policy (Attachment 2), staff and the Beaches, Parks & Recreation Commission recommends that the City Council grant Tier I Recreational Sports Partnership Status to Elite Soccer League (“ESL”) and San Coast Youth Football (“SCYF”) each for a three-year term; and grant Tier II Recreational Sports Partnership Status to American Youth Soccer Organization Region 111 (“AYSO”) for a two-year term. The following table depicts the total number of participants and the percentage of San Clemente residents for each organization:

Partner Group	Participants	% of Residents	Recommended Tier
ESL	607	91.7%	Tier I
SCYF	329	92.1%	Tier I
AYSO	1,216	88.8%	Tier II

Recommendations were determined based on the data provided within each application. Additional details related to each organization’s application are included in the Background section of this report. Allocations were reviewed and recommended for approval by the Beaches, Parks, and Recreation Commission on June 11, 2024.

**Background:**

In 2023, the City Council adopted Policy No. 702-5, which sets forth the requirements and criteria for sports partnerships between the City and non-profit youth sports organizations. Games, tournaments, and practices must be conducted within San Clemente boundaries. The Policy intends to ensure the availability and opportunity of youth sports for San Clemente residents at a reasonable rate through field rental fee reductions.

The Policy allows Not-for-profit Community Organizations (Section 501(c)(3) or (c)(4)) to apply for partnership status in four different tiers and based on their sports primary season; eligibility criteria and minimum requirements are further outlined to qualify an organization within a specific tier.

	Tier I	Tier II	Tier III	Tier IV
<b>Minimum Participants</b>	300	300	200	100
<b>Minimum (%) Residents</b>	90%	85%	80%	70%

The Recreation Division opened the application period for “Cycle #1” (Fall/Winter Sports) partnerships on April 1, 2024. The Division received four applications: (1) AYSO Region 111; (2) ESL; (3) California Football Academy (“CFA”) Soccer Organization; and (4) SCYF. During the application review period, staff focus on the rosters and game schedules submitted by each organization given and verify residency for each player included in the roster. Three of the four organizations qualify for partnership.

1. AYSO was previously a Tier I (formerly known as Platinum/Senior) partner. This year, the number of San Clemente residents participating in the organization fell below the minimum 90% threshold, therefore resulting in a Tier II status.

2. ESL increased the number of participants residing in San Clemente, resulting in the organization qualifying for a higher level of partnership, Tier I.
3. SCYF maintained its prior Tier I partnership status.
4. CFA is a club soccer organization, associated with ESL, targeting competitive participants that also applied for partnership. Due to the nature of the organization, CFA does not meet the minimum requirement for partnership and remains a non-resident non-profit organization as the organization's headquarters is not in San Clemente.

If approved, each organization will be provided a Partnership Agreement (Attachments 4, 6, 8). Each Agreement will require annual roster submissions and financial audits to the Recreation Division to ensure the organization continues to meet the minimum qualifications of its approved tier.

***Council Options:***

- Adopt the resolution, which will grant Tier I partnership status to Elite Soccer League and South Coast Youth Football for three years each, and Tier II partnership status to American Youth Soccer Region 111 for two years with an option to re-qualify for Tier I after Year 1 of the Agreement.
- Modify the resolution to change the level of partnership status or the term of agreement for one or more organizations.
- Deny the resolution to grant partnership status for one or more youth sports organizations.

***Environmental Review/Analysis:***

Not a project pursuant to CEQA Guidelines Section 15378 (14 CCR § 15378). The action has no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

***Recommended Actions:***

Staff Recommendation

Staff and the Beaches, Parks & Recreation Commission recommend that the City Council adopt Resolution No. 24-137, which will:

1. Grant Tier II Recreational Sports Partnership Status to American Youth Soccer Organization Region 111 for a two-year term with an option to re-qualify for Tier I after Year 1 of the Agreement; and
2. Grant Tier I Recreational Sports Partnership Status to Elite Soccer League for a three-year term; and
3. Grant Tier I Recreational Sports Partnership Status to South Coast Youth Football for a three-year term; and

4. Authorize the Beaches, Parks & Recreation Director to execute Recreation Sports Partnership Agreement with each of the aforementioned organizations.

***Attachment:***

1. Resolution No. 24-137
2. Policy No. 702-5, Recreational Sports Partnerships, Effective 7/18/2023
3. AYSO Region 111 Recreation Sports Partnership Application (2024)
4. AYSO Region 111 Recreation Sports Partnership Agreement – Proposed
5. Elite Soccer League Sports Partnership Application (2024)
6. Elite Soccer League Sports Partnership Agreement – Proposed
7. South Coast Youth Football Partnership Application (2024)
8. South Coast Youth Football Partnership Agreement - Proposed

***Notification:***

AYSO Region 111  
Elite Soccer League  
South Coast Youth Football  
California Football Academy (“CFA”) Soccer Organization

RESOLUTION NO. 24-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN CLEMENTE, CALIFORNIA, AWARDING  
RECREATIONAL YOUTH SPORTS PARTNERSHIP STATUS  
TO AMERICAN YOUTH SOCCER ORGANIZATION REGION  
111, ELITE SOCCER LEAGUE, AND SOUTH COAST YOUTH  
FOOTBALL

WHEREAS, the City of San Clemente recognizes the importance of supporting youth sports programs that contribute to the health, development, and well-being of its residents; and

WHEREAS, the City seeks to provide accommodations including discounted field rental rates and priority use of field space to non-profit organizations focused on providing youth sports to San Clemente residents; and

WHEREAS, American Youth Soccer Organization Region 111 (“AYSO”), Elite Soccer League, and South Coast Youth Football have demonstrated a strong commitment to providing quality athletic opportunities for the youth of San Clemente; and

WHEREAS, AYSO has provided valuable recreational soccer programs for children of all skill levels, promoting sportsmanship, teamwork, and physical fitness within the community; and

WHEREAS, Elite Soccer League has established itself as a premier competitive soccer organization, it further offers a recreation-based soccer program that intends to support youth athletes by providing sports instruction that develops each child into a successful athlete and student; and

WHEREAS, South Coast Youth Football has successfully operated as a leading youth football program, fostering discipline, teamwork, and athletic excellence in young athletes, while contributing to the overall sports culture of San Clemente; and

WHEREAS, the three organizations qualified for youth sports partnership based on the requirements outlined in the Recreational Sports Partnership Policy No. 702-5; and

WHEREAS, the City desires to formalize partnerships with these organizations to further support their missions and enhance youth sports opportunities within the City.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

Section 1. Partnership Status Awarded

- AYSO Region 111 is hereby awarded Recreational Sports Partnership Status at Tier II Grant for a two-year term with the opportunity to reapply after Year 1 pending its success in increasing its total residents to meet the requirements of Tier I status.

- Elite Soccer League is hereby awarded Recreational Sports Partnership Status at Tier I for a three-year period.
- South Coast Youth Football is hereby awarded Recreational Sports Partnership Status at Tier I for a three-year period.

Section 2. The partnership status awarded by this resolution shall be effective so long as each organization maintains the minimum number of participants and residents required to qualify for its respective Tier and otherwise meets the requirements of applicable City policies.

Section 3. The Beaches, Parks & Recreation Director is hereby authorized and directed to execute Recreation Sports Partnership Agreements with the organization listed in Section 1 of this resolution in forms substantially similar to those presented to the City Council on September 3, 2024.

Section 4. The City Manager, or his/her designee, is hereby authorized to take any actions necessary to implement this resolution and formalize the partnerships as outlined herein.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk of the City of  
 San Clemente, California

\_\_\_\_\_  
 Mayor of the City of San  
 Clemente, California

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

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-137 was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


\_\_\_\_\_  
 CITY CLERK of the City of  
 San Clemente, California

Approved as to form:

\_\_\_\_\_  
 Elizabeth A. Mitchell, City Attorney



# POLICY AND PROCEDURE

<b>Subject:</b> Youth Field Sports Recreation Partnerships	<b>Index:</b> Recreational Facilities & Programs
	<b>Number:</b> 702-5
<b>Effective Date:</b> 7-18-2023	<b>Prepared By:</b> Beaches, Parks & Recreation Department
<b>Supersedes:</b> Same Policy: 12-20-2011	<b>Approved By:</b> City Council 

## 1.0 PURPOSE:

- 1.1 It is the purpose of this Policy to set forth and make clear the requirements and criteria for recreational sports partnerships between the City and any organization/association (hereinafter "Applicant") intending to provide recreation-based athletic opportunities to the youth of San Clemente and request fee reductions for the use of City fields.

## 2.0 ORGANIZATION AFFECTED:

Beaches, Parks & Recreation Department

## 3.0 REFERENCES:

- 3.1 San Clemente Municipal Code: Section 12.28.010 Use of Designated City-Owned Facilities

## 4.0 POLICY:

- 4.1 The City desires to encourage and promote youth sports on a year-round basis within the city limits, and to make the best and most efficient use of the City's amenities, fields, and facilities. Partnering with select outside organizations/associations for recreation programs allows service to a larger portion of the community than only City-provided programs. The benefit of the sports partnership is to:
- 4.1.1 Provide reduced rental rates; and
  - 4.1.2 Provide field allocation priorities; and limited support services, which may include site preparation and maintenance, and periodic field improvements as needed.
- 4.2 The objective of this policy is to create clear written allocation procedures, policies, and guidelines that:
- 4.2.1 Fairly distribute available fields;
  - 4.2.2 Maximize playing time;



- 4.2.3 Incorporate "turf recovery periods" to maintain high-quality, safe fields;
  - 4.2.4 Outline field/park use regulations; and
  - 4.2.5 Communicate financial issues and recovery policy.
- 4.3 A partnership agreement made pursuant to this policy shall be known as an "RS Partnership", will carry the additional designation of Tier I, Tier II, Tier III, or Tier IV, 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 representing standard prevalent sports, as determined by the Beaches, Parks and Recreation Commission, and the City Council.

## **5.0 PROCEDURE:**

- 5.1 Minimum Requirements and Criteria for RS Partnership.
- 5.1.1 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 the amount determined by the City per incident, including appropriate additional insured endorsements in favor of the City.
  - d. Demonstrated ability and willingness to contribute player fee per participant per season as outlined in Section 5.3.
  - e. Organization must have an open enrollment policy regardless of skill level.
  - f. All coaches and/or team trainers are to be 100% volunteer-based. See "Trainers" under Section 6.10.
  - g. Organization must have a minimum play rule of 50% play for all participants with each player given equitable playing time regardless of skill level.
  - h. Demonstrated scholarships provided for those in financial need. See Section 5.1.4 for additional details.
  - i. Organization must have current policies concerning non-discrimination, no alcohol, and no illegal substances.

5.1.2 In addition, the Applicant must qualify for one of the four levels of partnership detailed below:

- a. **Tier I:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 90% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries.
- b. **Tier II:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 85% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries
- c. **Tier III:** The Applicant must have provided the sports program within the City of San Clemente 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 within San Clemente boundaries
- d. **Tier IV:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 100 participants, 70% of whom reside in the City.

5.1.3 Appeals and/or exceptions shall be reviewed at the discretion of the Beaches, Parks & Recreation Director, or his/her designee to the minimum requirements provided for in Section 5.1.2 (a) – (d). Any exceptions shall be reviewed by the Department and forwarded to the Commission and Council for final recommendation.

5.1.4 Organization Scholarship Program.

- a. RS Partnership Organizations shall offer and maintain a scholarship program that provides relief for San Clemente households who demonstrate financial hardship.
- b. The Scholarship Program shall provide financial relief towards the league registration fees, for a minimum of 2% of the total number of players per year.
- c. Requirements for financial hardship are to be determined at the discretion of the Organization.

5.2 Process for Evaluating Application for Partnership Status

5.2.1 All requests for RS Partnership shall be submitted first to the Beaches, Parks and Recreation Department (hereinafter

“Department”). Applications will be accepted twice per year at a time determined by the City and based on the primary season of each sport as specified below:

RS Partner Application Period	Timeline
<b>Cycle #1 (Fall/Winter Sports)</b>	
Cycle #1 – Application Period	April 1-30
Cycle #1 – Administrative Review	May 1-31
Cycle #1 – Commission Review & Approval	June (2 <sup>nd</sup> Tues.)
<b>Cycle #2 (Spring Sports)</b>	
Cycle #2 – Application Period	August 1-31
Cycle #2 – Administrative Review	September 1-30
Cycle #2 – Commission Review & Approval	October (2 <sup>nd</sup> Tues.)

- 5.2.2 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;
  - b. Proof of current 501(c)(3) or (c)(4) status;
  - c. Commercial and liability insurance declaration pages;
  - d. Applicant articles, bylaws, and other charter documents;
  - e. Proof sufficient to establish the financial hardship requirement, including the required budget form and two years of tax returns, and profit/loss statements, audited financial statements, balance statements;
  - f. Statistical data and rosters of the most recent primary season to support participant population and residency requirement for RS Partnerships. Refer to “Resident” definition in Section 6.0.
- 5.2.3 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”).
- 5.2.4 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 outlined in Section 5.1, whether a partnership is warranted in light of the policies and purposes outlined in Section 4, and whether a partnership is in the best interests of the 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 outlined in Section 5.1.2.

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

### 5.3 Field Use Discounts and Fees

5.3.1 All Organizations are responsible to pay for field use fees and field light fees. RS Partner Organizations will be eligible for the following discounts:

	Tier I	Tier II	Tier III	Tier IV
Field Rates (Hourly)	90%	85%	80%	70%
Clinics/Tournaments	50%	35%	25%	25%
Light Fees	No Discount	No Discount	No Discount	No Discount

5.3.2 RS Partners shall pay a field maintenance fee of \$5 per participant, per season based on the previous year's fall/spring rosters.

5.3.3 Fees are due on the first of each month. Organizations that are in default by more than 15 days will be charged a late payment fee of 10% on all outstanding field reservation fees. Organizations that are in default for more than 30 days will be charged the field rental rate (without RS Partner discount) applicable for all current charges and the RS Partnership and applicable discounts will be suspended until the account is paid in full.

5.3.4 Notwithstanding anything to the contrary in this Policy, all field rental fees will be based on an approved Beaches, Parks & Recreation Department Fee Schedule which is adopted and approved by the City Council. RS Partners will receive discounted rates based on the approved field rental rate in place at the time of the rental. This Policy and the discounts provided herein shall not be effective until the Beaches, Parks & Recreation Department Fee Schedule is updated and approved by City Council.

### 5.4 Field Allocation Process

5.4.1 Each Organization shall submit a Field Allocation Request Form and Participant roster from previous season by the dates listed below. Organizations missing these deadlines will be allocated any remaining fields on an "as available" basis only.

Fall Allocation	Due June 1
Winter Allocation	Due September 15
Spring Allocation	Due November 15
Summer Allocation	Due March 15

5.4.2 The City allocates and prioritizes field use based on the following criteria:

- a. Recreation activities sponsored or conducted by the City of San Clemente.
- b. RS Partner Organizations with priority given to Organizations in Tier I followed by Tier II, Tier III, and Tier IV, respectively.
- c. Not-for-profit organizations or individuals that are established as frequent renters.
- d. Commercial entities or organizations located in San Clemente.
- e. Commercial entities or organizations not located in San Clemente.

5.5 Non-Use of Allocated Fields

It is City policy that user Organizations turn in unused fields for reallocation. An Organization that has been allocated field space and does not intend to use it regularly shall notify the City so that the field may be reallocated or otherwise used. Failure to do so may result in the forfeiture of fields for the remainder of the season.

- 5.5.1 Notice of non-use shall be received by March 1 for spring and September 1 for fall so the field may be reallocated.
- 5.5.2 Unless written notice is received, an Organization will be billed for all allocations at the regular field rental rate applicable. Field use fees will not be retroactively adjusted.
- 5.5.3 All fields that are turned back into the City for reasons of non-use will be reallocated to other interested organizations.
- 5.5.4 Exceptions to this policy will be made on a case-by-case basis, only with prior written notification to City staff regarding special circumstances.

5.6 Violations of RS Partnership.

5.6.1 The City utilizes a "three-strike" policy for violations of the RS Partnership Agreement. The following penalties shall be imposed when RS Partners fail to comply with the requirements set forth above. Offenses will be by season unless otherwise stated in written warnings.

- a. First Offense: Verbal warning with written memo notifying of the violation; if the situation is resolved, no further action is taken.

- b. **Second Offense:** Written warning. A representative of the City, as determined by the Director, shall also meet with the offending coach (if applicable), the Organization President, and at least one other member of the Board of Directors.
- c. **Third Offense:** Minimum penalty is the loss of one field for the next season; maximum penalty is loss of status as a RS Partner for the next season in which the Organization participates. Penalty shall be determined by the Director. After penalty has been served, Organization may reapply for use of City fields and RS Partner status for their next season.
- d. **Appeal process:** Appeals shall be submitted to the Director within 10 days of penalty. Appeals shall be forwarded to the Parks, Beaches & Recreation Commission for discussion. The Commission's decision is final.

5.6.2 Violation examples include, but are not limited to:

- a. False documents submitted to the City, including but not limited to the falsification of rosters and proof of residency.
- b. Use of field that has been closed due to inclement weather or for safety or maintenance reasons.
- c. Use of fields prior to or beyond permitted time.
- d. Subletting, loaning, or trading fields with other groups or organizations.
- e. Failure to return unscheduled fields to the "inventory of fields" held by the City.
- f. Driving vehicles on fields without written permission noted on permit.
- g. Utilizing areas outside the boundaries of a permitted field.

5.6.3 City reserves the right to cancel or suspend field/facility permits for games, practices, and other usages based upon user groups violating the City Municipal Code or any terms of the Partnership Agreement.

5.6.4 The Beaches, Parks & Recreation Commission ultimately determines continued membership. Failure to comply with the requirements and responsibilities listed will result in the Commission revisiting membership status.

5.7 RS Partnership Expectations and Longevity

5.7.1 All RS Partners shall adhere to all the policies and procedures of City, and cooperate with the Department and City staff to

ensure that the purpose of the partnership is met. RS Partners shall provide City representatives with access at all times to review or monitor the sports program. RS Partners shall not discriminate against 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 program).

- 5.7.2 Applicant and all participants, parents, spectators, coaches, and volunteers agree to abide by the City Participant Code of Conduct: All persons shall act with respect towards other persons, and respect their privacy and personal safety. Physical or verbal abuse of any kind will not be tolerated. All persons shall treat public and private property and equipment with respect. Program rules and regulations shall be observed at all times. The RS Partner maintains responsibility for all of its coaches, volunteers, agents, parents, spectators, and players affiliated with the organization.
- 5.7.3 The City may, at any time, temporarily suspend or revoke a RS Partnership status and forward to the Commission and/or the City Council for reconsideration of partnership status.
- 5.7.4 The City Council may, at any time, and without cause, suspend or revoke an Applicant's RS Partnership status.
- 5.7.5 Usage must be made within the allotted permit time. Permit time schedules and charges must include set-up time. Permit will be considered canceled and fees forfeited if user is not at the facility 60 minutes after the beginning of the time for which permitted.
- 5.7.6 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.

## **6.0 DEFINITIONS:**

- 6.1 "City": The City of San Clemente and/or the City Beaches, Parks & Recreation Department, as appropriate.
- 6.2 "Frequent Renter": An Organization or individual who rents fields from the City more than 4 times per quarter.
- 6.3 "Non-Profit": Organizations must meet all criteria as identified by the Internal Revenue Service (IRS). The organization must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates non-profit 501(c)(3) or (c)(4) status. The organization must maintain current non-profit 501(c)(3) or (c)(4) status for the duration of the allocated Field Use Permit.

- 6.4 "Organization": Those Organizations that have submitted all required documentation with the City and been awarded partnership status in Tier I to IV.
- 6.5 "Organized Play": Two or more persons engaging in a competitive athletic activity, skill development, or training/coaching session such as but not limited to soccer, baseball, softball, or football.
- 6.6 "Participant": Individuals who are fully registered with the Member Organization. Non-players such as coaches, officials, and staff shall not be considered Participants.
- 6.7 "Primary Season": For the purposes of this policy, the sport in season will have priority for allocations and determine the period eligibility for submission of application(s). Spring season (February – June): Baseball, Softball, Rugby; and Fall season (August – December): Football, Soccer; Winter season (November – March): Lacrosse
- 6.8 "Recreation League": A league with the following characteristics: (1) the use of tryouts, invitations, recruiting, or similar process to roster players to a Team is prohibited; (2) the League accepts as participants any eligible youths subject to reasonable terms on registration; and (3) League rules require that each player must play at least one-half (50%) of each match/game except for reasons of injury, illness, or discipline.
- 6.9 "Resident": Persons with primary residency within the boundaries of the City of San Clemente. Upon submission of the Application, rosters must include each participant's name, address, email address, and phone number. For each San Clemente resident, a copy of a current utility bill (trash, water, gas, or electric) no more than three (3) months old must be submitted. Upon request photo identification is required. The City reserves the right to conduct random audits to establish residency.
- 6.10 "Trainers": Paid trainers or coaches may be employed for clinics that are open to the entire Organization membership; Trainers may not be used by individual players or teams. An individual participant may hire a trainer for personal purposes provided that the trainer applies for and receives a rental permit through the City.
- 6.11 "Youth Status": Persons 19 years of age or under at the start of the season.





**City of San Clemente**  
**Beaches, Parks & Recreation Department**  
 100 N. Calle Seville, San Clemente, CA 92672  
 Phone: (949) 361-8264

## APPLICATION FOR RECREATION SPORTS PARTNERSHIP

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

It is the desire of the City of San Clemente to encourage and promote various Recreation programs for its residents on a year-round basis within the city limits, and to make the best and most efficient use of City's amenities, fields and facilities. For a non-profit organization to qualify for Recreation Partnership, they must meet one of the minimum requirements and criteria listed below.

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

**Tier II:** must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 85% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries.

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

**Tier IV:** must have provided the sports program within the City of San Clemente for at least three years, and have at least 100 participants, 70% of whom reside in the City.

The Organization is seeking:

Tier I       Tier II       Tier III       Tier IV

Has the Organization been granted partnership status in the past?

Yes     No      If yes, what year? 2018, 21      What level? Platinum

Section 1: GENERAL INFORMATION			
Organization:	AYSO Region 111	Federal Tax ID#:	EIN: 95-6205398
Main Contact:		CA Domestic Non-Profit#:	Yes
E-Mail:		Primary Phone:	

Address:		San Clemente, CA 92673		Alternate Phone:	
				Years serving San Clemente:	45 (1979)
Sport/Activity:	Youth Soccer Programs	Ages Served:	4-18		
<b>Section 2: PROGRAM INFORMATION</b>					
<b>2.1 Website</b>					
Link to league's website:		ayso111.org			
<b>2.2 Mission Statement</b>					
Provide your league's mission statement.					
<p><small>Everyone Plays - Our Region's goal is for kids to play soccer, so we mandate that every child on every team must play at least half of every game.</small></p> <p><small>Balanced Teams - Each year we form teams as evenly as possible, because kids like and enjoy fun when teams of equal ability play.</small></p> <p><small>Open Registration - Our program is open to all children between the ages of 4 and 18 who want to register and play soccer. Interest and enthusiasm are the only criteria for playing.</small></p> <p><small>Positive Coaching - Encouragement of players and parents for greater enjoyment by the players and ultimately leads to better skilled and better motivated players.</small></p> <p><small>Good Sportsmanship - We strive to create a safe, fair, fun and positive environment based on mutual respect, rather than a win at all costs attitude, and our program is designed to model good sportsmanship in every facet of AYSD.</small></p> <p><small>Player Development - We believe that all players should be able to develop their soccer skills and knowledge to the best of their abilities, both individually and as members of a team, in order to maximize their enjoyment of the game.</small></p>					
<b>2.3 League Rules</b>					
Provide your league rules that align with our sport partnership policy <u>5.1.1.g</u>					
On website.					
<b>2.3 Primary Season Details</b>					
Primary Season Dates:		Sept 1-Nov 30, March 1- May 30			
# Participants Registered Last Year:		1500	% San Clemente residents:	90	
# Participants Anticipated This Year:		1500	% San Clemente residents:	90	
Do players tryout based on skill?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
% Participation in recreation-based program:			95%		
% Participation in skill-based (Club, Select, All-Star) program:			<10%		
Are players guaranteed minimum playing time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, how much and explain?		All players must play 3/4 of the game			
Itemize Costs to Participants (including required equipment purchase – attach pages as needed):					
\$185-220 player fee Includes all necessities except cleats, shin guards					

**Section 3: ORGANIZATION STRUCTURE**

**3.1 List the programs and/or sub-divisions offered by your organization:**

Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
Fall	1000	90 %	\$185-220	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Winter	200	90 %	\$100	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spring	700	90 %	\$185-220	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All-Stars	150	90 %	150	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Extra	150	90 %	\$185-220	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		90 %		<input type="checkbox"/> Yes <input type="checkbox"/> No
		90 %		<input type="checkbox"/> Yes <input type="checkbox"/> No

**How are the following positions appointed?**  
**BOARD OF DIRECTORS:**  Paid  Volunteer  Other, explain: \_\_\_\_\_  
**COACHES:**  Paid  Volunteer  Other, explain: \_\_\_\_\_  
**COORDINATORS:**  Paid  Volunteer  Other, explain: \_\_\_\_\_

**3.2 How does your organization select/place players on each team during the primary season? Is there any carry-over of players to the same team for the next season?**

Teams are formed to create balanced competition utilizing player ratings from previous seasons, coaches rate players at the end of the season. Those ratings are given to division coordinators and used to balance teams for the following season. Each season teams are created independently of previous season. Players can potentially carry-over if in an extra team (note new tryouts each season) or if only one or two teams (i.e., older divisions)

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

The program is run exclusively with volunteers, parents are expected to participate in any capacity; board member coach, referee, team mom, special events, etc. No additional fees or donations are required.  
 Board positions are open to all for participation and annual selection is required by the guidelines  
 There are no penalties or reduction in benefits for not participating as a volunteer.

**3.4 Does your organization offer camps, clinics, or, private lessons?**  Yes  No

If yes, list times, dates, and cost(s) to participants.  
 Camps are offered from ancillary groups but not run by our region. They are expected to apply to the city for their own permits

3.5 Does your organization offer programs for the disabled and/or an inclusive program?  Yes  No

If yes, describe program and include times, dates and costs to participants.

AYSO has just rebranded its renowned VIP Program to EPIC, standing for Everyone Plays In our Community.

The City has hosted the EPIC/VIP tournament for several years but it is a separate permit and only involves our region to facilitate support and permit acquisition. The permits are kept separate

**Section 4: GAMES AND TOURNAMENTS**

4.1 Does your organization host tournaments?  Yes  No

If yes, how many and what's the % of non-resident teams?

Annual EPIC/VIP Tournament, bringing team from all areas, 90% participations outside of San Clemente (note: no tournament fees to participate for outside teams)  
 Fall Regional tournaments (100% San Clemente)  
 Additionally, a fall/spring tournament including teams from within the Area ((local regions)

4.2 If applicable, please list below tournaments your league will be requesting to host:

Tournament	Date Frame

What percentage of games/tournaments are played outside of San Clemente? 5-10% dependi %

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

What percentage of games/tournaments are played against out of area teams? 10-15% %

4.3 List all other organizations with which your teams compete/participate in?

AYSO Regions 87, 1455, 1422, 630, 889, 41, 84, 86, 85, 1678

When our region does not have enough teams we will partner with other regions in South Orange County

**Section 5: SCHOLARSHIP PROGRAMS**

5.1 Does your organization provide scholarships and/or reduced rate for families?  Yes  No

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

	# Full Scholarships	Scholarship Amount/Child	Scholarship Criteria
PRIMARY	17	\$ 145-\$205	Financial need discount

Number of Partial Scholarships/Reduced Rates <i>Primary</i> Season:		89
Discount amount per child:	\$ 15-\$75	
Reduced Rate Criteria:	Military discount Financial need discount  These are done on a case-by-case basis and only disclosed to the league registrar and league treasurer, as well as the families involved	
<b>Section 6: ADDITIONAL ORGANIZATIONAL INFORMATION</b>		
6.1 Does your organization have a current certificate of insurance and endorsements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Has your organization's insurance ever lapsed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list date(s) and brief explanation.		
6.2 Has your organization been the subject of any investigation (past or pending) by any government or administrative agency, whether at the City, County, State or Federal level? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, list date(s) and brief explanation.		
In 2014/2015 a class action lawsuit was filed at the National level for players, lawsuit was dismissed in 2015		
6.3 Is your organization up to date on all outstanding balances with the City? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If no, list current account balance and anticipated date of receipt of payments?		

**6.4 Has your organization demonstrated a history of adherence to City rules, policies and allocations?  
Please explain.**

YES, All Program participants (Parents, coaches, referees) are instructed with park rules. Everyone is instructed to inform if anything is seen that needs to be addressed, referees inform coaches, coaches inform parents, etc.

**6.5 Please tell us how your organization is going to have a symbiotic relationship with the City.**

As the largest youth athletic organization, to be able to provide to the residents of San Clemente a renowned program, aimed to enrich children's lives is a benefit for the children, parents, community and city. These programs, along with outstanding schools make San Clemente a destination city to live work and play.

Our field coordinator is in constant contact with the field coordinator from the city with regard to closures/issues at the fields. We pride ourselves with being a partner in all aspects of our relationship, which includes but is not exclusively limited to:  
Providing new nets/new nets on goals owned by the city  
Allowing other user groups to use our goals for their tournaments  
Inspecting fields for issues/damage when needed (rain, broken sprinkler, storage units)  
Purchasing new goals for Hermosa 5 and Hermosa 6

**PLEASE ATTACH ALL OF THE FOLLOWING:**

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

- A. Proof of federal non-profit status and CA domestic non-profit status
- B. Program objectives, philosophy or mission statement
- C. List of current board members; including name, position, and contact information
- D. Articles, bylaws and other charter documents
- E. An itemized program operating budget
- F. Profit/loss statement or audited financial statement
- G. Last THREE years of tax returns for San Clemente sports program; if part of a district, regional, or nationally based organization the City is requesting tax and/or financial information that is sent to the larger Parent organization.
- H. Last primary season's game/meet schedules including number of teams and game/meet locations
- I. Player registration record, including addresses for Primary and Secondary Seas

**AYSO - Region 11L111**  
**Profit and Loss by Tag Group**  
 July 2023 - April 2024

	Total
<b>Revenue</b>	
4005 Registration Fees	264,765.56
4006 Registration Fee Refunds	-3,912.75
9105 Interest Income	83.77
<b>Total Revenue</b>	<b>\$ 260,916.57</b>
<b>Gross Profit</b>	<b>\$ 260,916.57</b>
<b>Expenditures</b>	
6101 Uniforms - Players - TAX PAID	78,250.77
6102 Uniforms - Coaches - TAX PAID	5,105.36
6103 Uniforms - Referees - TAX PAID	3,551.64
6107 Uniforms - Referee - NO TAX PAID	62.57
6111 Field expenses	2,693.41
6115 Facility/Park Fees	80,148.00
6130 Equipment - TAX PAID	6,879.65
6224 Tournament - Water, Food	1,263.45
6228 Tournament/National Games Entry Fees	6,950.00
6239 Cultural Exchange Expenses	2,500.00
6255 Ads/Social Media/Newsletter/Yearbook/Pictures	10,738.43
6272 Awards & Trophies TAX PAID	7,370.72
6274 Volunteer Recognition	24,698.98
6276 Donation Expense	2,092.00
6431 Clinic Training Expenses - Player	13,000.00
6432 Clinic Training Expenses - Coaches	480.00
6433 Clinic Training Expenses - Referees	160.00
6706 Volunteer Membership Program & Screening	825.00
7430 Conferences/Meetings	2,880.68
7431 Section/NAGM	7,533.09
7435 Travel Mileage	14.98
7515 Phone/Internet/website	1,059.24
7535 Postage	400.00
7625 Office Supplies	1,015.79
8305 Bank and Credit Card Fees	9.00
8595 Other Expenses	1,025.00
<b>Total Expenditures</b>	<b>\$ 210,707.88</b>
<b>Net Operating Revenue</b>	<b>\$ 60,208.69</b>
<b>Net Revenue</b>	<b>\$ 60,208.69</b>

Tuesday, Apr 30, 2024 09:31:31 PM GMT-7 - Cash Basis

**AYSO - Region 11L111**  
**Profit and Loss by Tag Group**  
 July 2022 - June 2023

	Total
<b>Revenue</b>	
4008 Registration Fees	277,018.00
4908 Registration Fee Refunds	-3,932.00
9105 Interest Income	91.00
<b>Total Revenue</b>	<b>\$ 273,177.00</b>
<b>Gross Profit</b>	<b>\$ 273,177.00</b>
<b>Expenditures</b>	
8101 Uniforms - Players - TAX PAID	55,882.00
8102 Uniforms - Coaches - TAX PAID	1,762.00
8103 Uniforms - Referees - TAX PAID	9,026.00
8104 Uniforms - Other - TAX PAID	10,814.00
8107 Uniforms - Referee - NO TAX PAID	
8111 Field expenses	32,949.00
8115 Facility/Park Fees	40,773.00
8130 Equipment - TAX PAID	15,840.00
8150 Trainer payments	4,992.00
8224 Tournament - Water, Food	1,068.00
8228 Tournament/National Games Entry Fees	3,823.00
8239 Cultural Exchange Expenses	4,100.00
8285 Ads/Social Media/Newsletter/Yearbook/Pictures	6,344.00
8272 Awards & Trophies TAX PAID	0.00
8274 Volunteer Recognition	44,366.00
8275 Donation Expense	0.00
8431 Clinic Training Expenses - Player	0.00
8432 Clinic Training Expenses - Coaches	32,483.00
8433 Clinic Training Expenses - Referees	76.00
8701 Payments AYSO Area	7,228.00
8706 Volunteer Membership Program & Screening	8,801.00
7430 Conferences/Meetings	5,656.00
7431 Section/NAGM	6,510.00
7436 Travel Mileage	370.00
7815 Phone/Internet/webalte	788.00
7535 Postage	423.00
7625 Office Supplies	747.00
8305 Bank and Credit Card Fees	84.00
8695 Other Expenses	376.00
<b>Total Expenditures</b>	<b>\$ 260,926.00</b>
<b>Net Operating Revenue</b>	<b>-\$ 13,752.00</b>
<b>Net Revenue</b>	<b>-\$ 13,752.00</b>

Tuesday, Apr 30, 2024 09:31:31 PM GMT-7 - Cash Basis



AYSO Region 11L 111

Trial Balance

From Account	7/1/2021 To: Account Name	Brought Forward	8/30/2022 This Period		Dimension 1: NET Change	Dimension 2: Balance	No zero values	Show
			Debit	Credit				
<b>Class - 1 - Assets</b>								
<b>&gt; Group - 1 - Assets</b>								
10000000	Checking Account-CALIFORN	0	0	0	0.00	0		
10000002	Checking Account-CALIFORN	0	0	0	0.00	0		
10000003	Checking Account-CALIFORN	0	0	0	0.00	0		
10000004	Checking Account-US BANK	169,129.25	204,242.16	206,422.50	37,180.40	244,900.63		
10100000	Money Market Account-US B	169,090.57		10.04	10.04	101,100.61		
1028	Missing Bank Statement	0	0	0	0.00	0		
1069	Inter Regional Transfers	0	0	0	0.00	0		
1500	Accounts Receivable (AR)	0	0	0	0.00	0		
1640	Prepaid Expenses	0	0	0	0.00	0		
1600	Deferred Payments to AYSO	0	0	0	0.00	0		
1999	Cash-Undeposited Funds	0	0	0	0.00	0		
<b>Class - 2 - Liabilities</b>								
<b>&gt; Group - 2 - Liabilities</b>								
2010	Accounts Payable/AP Trade	0	0	0	0.00	0		
21700000	Credit Card-WELLS FARGO ca	227	277	0	-277.00	0		
2400	Deferred Sponsorship	0	0	0	0.00	0		
2510	Deferred Registration Fees	0.00	0	0	0.00	0		
2511	Deferred Early Registration	0	0	0	0.00	0		
2512	Deferred Multi-Child Discou	0	0	0	0.00	0		
<b>Class - 3 - Equity</b>								
<b>&gt; Group - 3 - Beginning Balance Equity</b>								
3010	Beginning Net Assets 3010	0	0	0	0.00	0		
3011	Beginning Net Assets 3011	-239,080.40	0	0	239,080.40	0		
3999	Prior Years Retained Earnings	-82,139.40	0	0	52,160.40	0		
<b>Class - 4 - Income</b>								
<b>&gt; Group - 4 - Income</b>								
4009	Player Registration Fee	0	0	172,499.00	0.00	0		
4006	Registration Fee Refunds	0	8,282.00	0	0.00	0		
4007	Early Registration Discount	0	0	0	0.00	0		
4008	Multi Child Discount	0	0	0	0.00	0		
4009	Late Registration Fees	0	0	0	0.00	0		
4010	Merchandise Revenue	0	0	0	0.00	0		
4012	Merchandise Revenue - T-Shirt	0	0	0	0.00	0		
4015	Training Registration Fees	0	0	0	0.00	0		
4020	Tournaments/National Game	0	902.00	0	0.00	0		
4021	Tournaments/National Game	0	0	0	0.00	0		
4022	Tournament Referee Commil	0	0	0	0.00	0		
4023	Tournament Referee Commil	0	0	0	0.00	0		
4024	Concessions	0	0	0	0.00	0		
4025	Tournaments Vendors	0	0	0	0.00	0		
4027	Concessions Packaged	0	0	0	0.00	0		
4031	Cultural Exchange	0	0	0	0.00	0		
4040	Fundraising - Other	0	0	0	0.00	0		
4041	Fundraising Receipts Other	0	0	0	0.00	0		
4310	Sponsors/Contributions/Don	0	0	1,000.00	0.00	0		
4999	Other Income	0	0	0	0.00	0		
9105	Interest Income	0	0	10.04	0.00	0		
<b>Class - 5 - Expenses</b>								
<b>&gt; Group - 5 - Expenses</b>								
5101	Uniforms-Players-TAX PAID	0	51,207.00	0	0.00	0		
5102	Uniforms-Coaches-TAX PAID	0	2,694.00	0	0.00	0		
5103	Uniforms-Referees-TAX PAID	0	3,686.00	0	0.00	0		
5104	Uniforms-Other-TAX PAID	0	19596	0	0.00	0		
5105	Uniforms-Players-NO TAX PA	0	0	0	0.00	0		
5106	Uniforms-Coaches-NO TAX P	0	0	0	0.00	0		
5107	Uniforms-Referees-NO TAX P	0	0	0	0.00	0		
5108	Uniforms-Other-NO TAX PAI	0	0	0	0.00	0		
5111	Field Expenses	0	6,035.00	0	0.00	0		
5115	Park Fees	0	20000	0	0.00	0		
5130	Equipment-TAX PAID	0	15,568.00	0	0.00	0		
5135	Equipment-NO TAX PAID	0	0	0	0.00	0		
5140	Storage Fees	0	0	0	0.00	0		
5146	Equipment purchases & store	0	0	0	0.00	0		
5150	Trainer Payments	0	0	0	0.00	0		
5155	Payments to Playing Circuit	0	0	0	0.00	0		
5200	National Games only start up	0	0	0	0.00	0		
5205	National Games only Busines	0	0	0	0.00	0		
5209	Tourn/National Games Open	0	0	0	0.00	0		
5209	Tourn/National Games Bann	0	0	0	0.00	0		

5210 Tourm/National Games Traff	0	0	0	0.00	0
5211 Tourm/National Games Enter	0	0	0	0.00	0
5212 Tourm/National Games ID Car	0	0	0	0.00	0
5218 Tourm/National Games Insur	0	0	0	0.00	0
5220 Tourm/Player Incentives, Trop	0	0	0	0.00	0
5221 Tourmment Coaches	0	0	0	0.00	0
5222 Tourmment Referees	0	0	0	0.00	0
5223 Tourmment Other	0	0	0	0.00	0
5224 Tourmment Water, Food (Rc	0	698.75	0	0.00	0
5225 Concession Expenses	0	0	0	0.00	0
5226 Tourmment Medical Person	0	0	0	0.00	0
5227 Tourmment Planning Meetir	0	0	0	0.00	0
5228 Tourmment/National Game	0	0	0	0.00	0
5229 Tourmment/Player Camp Ex	0	0	0	0.00	0
5235 Merchandise Expense	0	0	0	0.00	0
5239 Cultural Exchange Expense	0	3,220.00	2,000.00	0.00	0
5241 Playoff Expenses	0	0	0	0.00	0
5255 Ads/Newsletters/Yearbook/P	0	2,184.12	0	0.00	0
5261 Fundraising Concessions	0	0	0	0.00	0
5262 Fundraising Other	0	0	0	0.00	0
5274 Awards & Volunteer Recogn	0	34,004.85	0	0.00	0
5275 Donations	0	250	0	0.00	0
5491 Clinic Training Expenses Play	0	34,004.85	0	0.00	0
5492 Clinic Training Expenses Conc	0	0.00	0	0.00	0
5493 Clinic Training Expenses Refe	0	0	0	0.00	0
5494 Clinic Training Expenses Othe	0	0	0	0.00	0
5701 Payments to AYSO Inter-regi	0	3,025.00	0	0.00	0
5702 Payments to AYSO National	0	0	0	0.00	0
5703 Payments to AYSO Registrati	0	0	0	0.00	0
5704 Payments to AYSO Supply Ca	0	0	0	0.00	0
5705 Payments to AYSO - Sales Tax	0	0	0	0.00	0
5706 Volunteer Membership Progr	0	2290	0	0.00	0
5710 Payments to Affiliator	0	0	0	0.00	0
5715 Payments to Referees (Playin	0	0	0	0.00	0
5800 Fixed Assets (over \$4,000)	0	0	0	0.00	0
7401 Travel Other	0	0	0	0.00	0
7430 Conferences/Meetings	0	2,709.98	0	0.00	0
7431 Section/NACM	0	16986.97	0	0.00	0
7435 Travel Mileage	0	267.72	0	0.00	0
7515 Phone/Internet/Website	0	97.08	0	0.00	0
7535 Postage	0	408.4	0	0.00	0
7540 Freight Paid for Uniforms and	0	0	0	0.00	0
7625 Office Supplies	0	486.30	0	0.00	0
7635 Miscellaneous Supplies	0	0	0	0.00	0
8305 Bank Fees	0	0	0	0.00	0
8375 Volunteer Background Screen	0	10,542.35	8.5	0.00	0
8395 Other Expenses	0	625	0	0.00	0
9995 Prior Years Profit/Loss	0	0	0	0.00	0
9999 Unused Disabled Account	0	0	0	0.00	0
Ending Balance - 6/30/22	-32,180.40	228,945.00	281,428.00	\$2,180.40	0

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

Form **990**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2021**

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

**A** For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>AMERICAN YOUTH SOCCER ORGANIZATION</b>		<b>D</b> Employer identification number <b>95-6205398</b>
	Doing business as		<b>E</b> Telephone number
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	City or town, state or province, country, and ZIP or foreign postal code		<b>G</b> Gross receipts \$ <b>65,698,852.</b>
<b>F</b> Name and address of principal officer: <b>CHELSEY ERNSTOFF</b> <b>SAME AS C ABOVE</b>		<b>H(a)</b> Is this a group return for subordinates? .... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions <b>H(c)</b> Group exemption number ▶	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: ▶ <b>WWW.AYSO.ORG</b>			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			<b>L</b> Year of formation: <b>1964</b>
<b>M</b> State of legal domicile: <b>CA</b>			

**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <b>TO TEACH, PROMOTE &amp; DEVELOP YOUTH SOCCER IN THE U.S., TO DEVELOP YOUNGSTERS IN BODY AND</b>		
	2 Check this box <input type="checkbox"/> If the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	12
	4	Number of independent voting members of the governing body (Part VI, line 1b)	11
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	25
	6	Total number of volunteers (estimate if necessary)	65000
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	165,950.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year: 1,718,030. Current Year: 1,713,191.
	9	Program service revenue (Part VIII, line 2g)	42,894,500. 63,111,969.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	50,564. 85,000.
	11	Other revenue (Part VIII, column (A), lines 5, 8d, 8e, 9c, 10c, and 11e)	556,521. 788,692.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	45,219,615. 65,698,852.
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)
14		Benefits paid to or for members (Part IX, column (A), line 4)	0. 0.
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	2,504,470. 4,170,816.
16a		Professional fundraising fees (Part IX, column (A), line 11e)	0. 0.
16b		Total fundraising expenses (Part IX, column (D), line 25)	0.
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	40,133,700. 58,996,670.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	42,638,170. 63,167,486.	
19	Revenue less expenses. Subtract line 18 from line 12	2,581,445. 2,531,366.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year: 64,461,234. End of Year: 84,593,909.
	21	Total liabilities (Part X, line 26)	6,802,304. 24,403,614.
	22	Net assets or fund balances. Subtract line 21 from line 20	57,658,930. 60,190,295.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date	
	<b>CHELSEY ERNSTOFF, SR. DIRECTOR OF FINANCE &amp; ACCTING</b>			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/> PTIN
	<b>NANAZ BENYAMINI</b>	<b>NANAZ BENYAMINI</b>	<b>09/27/23</b>	<b>P00666808</b>
Firm's name ▶ <b>SINGERLEWAK, LLP</b>			Firm's EIN ▶ <b>95-2302617</b>	
Firm's address ▶			Phone no. (310) <b>477-3924</b>	

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



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

This RECREATION SPORTS PARTNERSHIP AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the CITY OF SAN CLEMENTE, a municipal corporation (“City”) and AMERICAN YOUTH SOCCER ORGANIZATION, a California nonprofit public benefit corporation (“AYSO”), for a period of two (2) years starting on the Effective Date.

**RECITALS:**

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

WHEREAS, AYSO is a private, non-profit public benefit organization that has been involved in recreational soccer activities in San Clemente for the past 25 years under the local area titled Region 111. 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 a proven history of providing programs for San Clemente residents; and

WHEREAS, AYSO Region 111 uses the City’s multipurpose sports fields on an ongoing basis and desires to enter into this Agreement to establish a standard and schedule of athletic field usage to better serve its members.

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

**COVENANTS:**

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

**1. AYSO Program Requirements**

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

1.1.1. AYSO is and shall remain currently registered and active with the State of California as a not-for-profit community benefit 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 and sexual abuse and molestation (SAM) insurance that complies with section 18 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 the use of City amenities, fields, 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 after the program registration period.
- 1.1.8. AYSO shall prohibit discrimination based on 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 represents and warrants that it is familiar with the requirements of AB506 (Business and Professions Code section 18975) and the Child Abuse and Neglect Reporting Act (Penal Code sections 11164 - 11174.3), and that it and every person volunteering or performing any

services on behalf of AYSO while this Agreement is in effect does and will, at all times, comply with such requirements.

1.1.10. AYSO supplies and shall continue to supply participant rosters annually to City. AYSO membership shall be comprised of no less than 85% San Clemente residents.

1.2. 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.

1.3. The terms, discounts, and usages defined within this Agreement are intended to be applied only to AYSO Region 111. Any alternate subdivision or region of AYSO must apply for field uses through the field rental process as implemented by the City's Recreation Division. Partnership discounts do not apply to other AYSO regions.

## **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 Supervisor or his/her designee. 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, park conditions, 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 proposed changes before any public meeting to adopt fee changes.

<b>Park/Rental Type</b>	<b>Hourly/Daily Fee</b>	<b>Discount</b>	<b>Partner Fee</b>
Neighborhood	\$40/hour	85% Discount	\$6/hour
Community	\$50/hour	85% Discount	\$7.50/hour
Sport	\$60/hour	85% Discount	\$9/hour
Tournaments	See hourly rates above	35% Discount	---
Camps/Clinics	See hourly rates above	35% Discount	---
Light Fee	\$15/hour	0%	\$15/hour

#### 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 for covering 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 and required to release unused or unneeded storage facility space if the organization deems it is no longer necessary for operations.

#### 5. **Concessions**

5.1 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 and obtain the appropriate permits from the Orange County Health Department. Such permit shall be available at all times for viewing during concession sales.

5.2 The City reserves the right to impose fees for the use of the concession stand. Fees will cover the cost of maintenance and utilities. All fees will be approved through the City Council by Resolution. AYSO will be notified of all meetings and public hearing opportunities.

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

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

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

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

5.7 Use of Styrofoam products is prohibited. The City of San Clemente passed Resolution No. 04-27, 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**

6.1. Although community programs and community contract classes have priority, the City offers Sports Partners the opportunity to schedule field space in three to four 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.

6.2. 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 date and timelines determined by the Beaches, Parks & Recreation Director or his/her designee.

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



6.4. 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.

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

6.6. AYSO will be required to relinquish all field space that is not needed to the City before Opening Ceremonies.

6.7. If once regular season league play begins and the 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.

6.8. 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.

6.9. 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 before the start of the rental time listed on the permit if the fields will be unutilized. Advanced timing for change requests must take into account the City's office hours of operation. These change requests will be used to revise the monthly billing, and 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](http://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. 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 must inspect and notify the City immediately of any safety hazards at facilities and fields.

## **8. Sport Light Use**

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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**

9.1. Per City Policy No. 702-5, AYSO shall pay a field maintenance fee of \$5 per participant, per season, based on the previous year's fall/spring rosters.

9.2. 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 and agrees that any other such alterations, additions, or improvements must comply with all state and local standards.

**10. AYSO Supplies and Equipment Contribution**

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

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

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

10.4. 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 promptly. 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**

11.1. 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.

11.2. 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.

11.3. 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.

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

11.5. 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, within ten (10) days of the request for reimbursement by the City.

**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 the Orange County Sheriff's Department for assistance.

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

15.1. 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, the 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.

15.2. AYSO will receive the Tier II Partnership discount of 85% for Opening and Closing Day Ceremonies.

15.3. AYSO will receive a 35% discount for Tournaments and Camps/Clinics.

15.4. 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.

15.5. AYSO must participate in a recycling program outlined in the Tournament Application and Policy Guidelines.

15.6. AYSO shall prohibit the consumption of alcoholic beverages at all Program Events.

15.7. 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 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.

15.8. 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.

15.9. 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**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), AYSO shall defend (with legal counsel 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, spectators, officers, agents, employees, representatives, volunteers 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, to (a) 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, or (b) any act or omission of any of them in connection with their use of the City facilities or their obligations under this Agreement (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.

## **18. Insurance**

18.1. Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, AYSO shall submit certificates and endorsements to the City indicating compliance with the following minimum insurance requirements, and AYSO shall maintain such insurance in effect during the entire term of this Agreement:

18.1.1. 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.

18.1.2. AYSO shall carry sexual abuse and molestation (SAM) insurance with limits not less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000. The policy shall provide coverage including but

not limited to claims for improper sexual conduct, damages because of bodily injury, and negligent hiring and supervision.

18.2. 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 coverages 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; and
- (vii) All defense costs shall be outside the limits of the policy

18.3 With respect to such insurance policies, original documents shall be sent to:

Original documents sent to:

City of San Clemente  
Risk Management Office  
910 Calle Negocio, San Clemente, CA 92673  
[Insurance@san-clemente.org](mailto:Insurance@san-clemente.org)

One additional copy sent to:

Beaches, Parks and Recreation Department  
100 Calle Seville, San Clemente, CA 92672  
[Recreation@san-clemente.org](mailto:Recreation@san-clemente.org)

## 19. Violation Warning Procedure and Disciplinary Policy

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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 its 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 and shall reimburse the City within ten (10) days of demand.

19.8. 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.

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

19.10. City reserves the right to audit AYSO's rosters and game schedules at any time to ensure compliance with the standards of Policy No. 702-5, attached hereto in Exhibit "A" for reference.

19.11. 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.

## **20. Term and Cooperation**

20.1. The term of this agreement shall be two year from the Effective Date unless canceled under the provisions of Section 19.9.

20.2. 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 and is in compliance with the law).

## **21. Miscellaneous**

21.1. 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 that 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.

21.2. 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.

21.3. 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.

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

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

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

21.7. 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.

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

21.9. 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 two (2) years.

21.10. 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.

21.11. Counterparts/Electronic Signatures. 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. This Agreement may be executed electronically with the same force and effect as an original ink signature.

21.12. 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, including under Code of Civil Procedure section 394, 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.

21.13. 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 Beaches, Parks and Recreation Director and approval of the City Attorney.

21.14. 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 and is duly authorized and registered to conduct business in California, (ii) such person is 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, (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound, and (v) such person will indemnify the other party should any such representations and warranties prove false.

21.15. 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: City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: City Clerk

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

With a copy to: American Youth Soccer Organization  
19700 S Vermont Ave #103  
Torrance, CA 90502  
Attention: CEO

[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: \_\_\_\_\_  
Samantha Wylie, Beaches, Parks and  
Recreation Director

ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
San Clemente, California

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth A. Mitchell,  
City Attorney

“AYSO”

AMERICAN YOUTH SOCCER  
ORGANIZATION 111,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Its: Michael Karon, CEO

By: \_\_\_\_\_  
Its: Margaret Close, Secretary



**City of San Clemente**  
**Beaches, Parks & Recreation Department**  
 100 N. Calle Seville, San Clemente, CA 92672  
 Phone: (949) 361-8264

## APPLICATION FOR RECREATION SPORTS PARTNERSHIP

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

It is the desire of the City of San Clemente to encourage and promote various Recreation programs for its residents on a year-round basis within the city limits, and to make the best and most efficient use of City's amenities, fields and facilities. For a non-profit organization to qualify for Recreation Partnership, they must meet one of the minimum requirements and criteria listed below.

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

**Tier II:** must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 85% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries.

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

**Tier IV:** must have provided the sports program within the City of San Clemente for at least three years, and have at least 100 participants, 70% of whom reside in the City.

The Organization is seeking:

Tier I       Tier II       Tier III       Tier IV

Has the Organization been granted partnership status in the past?

Yes    No      If yes, what year? '13-'24      What level? Gold

Section 1: GENERAL INFORMATION			
Organization:	Elite Soccer League	Federal Tax ID#:	20-2979042
Main Contact:		CA Domestic Non-Profit#:	2743933
E-Mail:		Primary Phone:	

Address:		Alternate Phone:	
		Years serving San Clemente:	19
Sport/Activity:	Youth Soccer	Ages Served:	2-19
<b>Section 2: PROGRAM INFORMATION</b>			
<b>2.1 Website</b>			
Link to league's website:	www.elltesoccerleague.com		
<b>2.2 Mission Statement</b>			
Provide your league's mission statement.			
Our mission is to provide youth soccer programs that promote important opportunities for growth both on and off the field of play. We strive to create a soccer environment where players can build a solid foundation for success both in soccer and in life.			
<b>2.3 League Rules</b>			
Provide your league rules that align with our sport partnership policy <u>5.1.1.g</u>			
We provide recreational soccer programs that are run by qualified volunteers and that are open to all, regardless of experience or skill. We also have a 75% minimum play rule.			
<b>2.3 Primary Season Details</b>			
Primary Season Dates:	mid-August through mid-November		
# Participants <i>Registered</i> Last Year:	662	% San Clemente residents:	91.7%
# Participants <i>Anticipated</i> This Year:	750	% San Clemente residents:	91.7%
Do players tryout based on skill?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 100% Open Registration		
% Participation in recreation-based program:	100%		
% Participation in skill-based (Club, Select, All-Star) program:	0%		
Are players guaranteed minimum playing time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, how much and explain?	We have a 75% playtime rule		
Itemize Costs to Participants (Including required equipment purchase – attach pages as needed):			
<ul style="list-style-type: none"> <li>- Registration Fees for Super Early Bird are \$75 to \$125 (depending on the age bracket)</li> <li>- Registration Fees at full price are \$145 to \$195 (depending on the age bracket)</li> <li>- Average Registration fees for Fall 2023 were \$109.94 per player</li> <li>- Uniforms are only required for players who did not play in the spring. The full uniform package costs \$54 plus shipping and tax</li> </ul>			

**Section 3: ORGANIZATION STRUCTURE**

**3.1 List the programs and/or sub-divisions offered by your organization: Spring League, Winter 5v5, Summer Camps**

Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
Summer Camps	~320	90.5 %	\$125-\$150	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Winter 5v5	~350	90.5 %	\$50-\$95	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spring Rec Soccer	~425	90.5 %	\$75-\$195	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		90.5 %		<input type="checkbox"/> Yes <input type="checkbox"/> No
		90.5 %		<input type="checkbox"/> Yes <input type="checkbox"/> No
		90.5 %		<input type="checkbox"/> Yes <input type="checkbox"/> No
		90.5 %		<input type="checkbox"/> Yes <input type="checkbox"/> No

**How are the following positions appointed?**

**BOARD OF DIRECTORS:**  Paid  Volunteer  Other, explain: \_\_\_\_\_

**COACHES:**  Paid  Volunteer  Other, explain: \_\_\_\_\_

**COORDINATORS:**  Paid  Volunteer  Other, explain: Mix

**3.2 How does your organization select/place players on each team during the primary season? Is there any carry-over of players to the same team for the next season?**

We allow friends to play with friends without restrictions. We believe that the friendships gained through youth soccer are often more important than the actual soccer being played. These friendships give the kids confidence that carries over into most every other aspect of their lives.

Returning coaches generally come with a few players and we add players to the team from our unassigned list so they will have enough to play.

New coaches generally come with just their child and maybe 1-2 friends. We add more players to these teams from the unassigned list.

We have not experienced any major imbalances in the play level of these teams. We have seen that often, the friendships forged on these teams have lasted for many years beyond the actual time these families spent in the sport.

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

Every team is expected to have a volunteer coach and a volunteer Team Manager. Many teams go beyond that and have a volunteer for snacks, banners, and other team wants/needs.

**3.4 Does your organization offer camps, clinics, or, private lessons?**  Yes  No

If yes, list times, dates, and cost(s) to participants.

We offer spring break and summer camps, M-F from 9:00-12:00. The fee has always been \$125 for the entire week (15 hours of soccer!). We recently raised the fee to \$145 due to rising field and trainer costs



**3.5** Does your organization offer programs for the disabled and/or an inclusive program?  Yes  No

If yes, describe program and include times, dates and costs to participants.  
 Our affiliate, Cal South, provides a program called Top Soccer. We have sent participants when they have reached out to us. We have never hosted a Top Soccer event in San Clemente, but we have hosted one further north. We would like to host one in San Clemente at some point, if possible.

**Section 4: GAMES AND TOURNAMENTS**

**4.1** Does your organization host tournaments?  Yes  No

If yes, how many and what's the % of non-resident teams?  
 This is done through our club arm known as CFA. We have included the details in our CFA application.

**4.2** If applicable, please list below tournaments your league will be requesting to host:

Tournament	Date Frame
Included in our CFA Application	August 3 & 4, 2024

What percentage of games/tournaments are played outside of San Clemente? ~15 %

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

What percentage of games/tournaments are played against out of area teams? ~15 %

**4.3** List all other organizations with which your teams compete/participate in?

We only play with and against other teams that are part of the Elite Soccer League. Our entire organization is based in South Orange County. We were "born" here in 2005!  
 In San Clemente, most of the recreational teams are able to stay in San Clemente for the regular season and have minimal travel (if any) for post-season play.  
 Other cities that participate in the Elite Soccer League include Aliso Viejo, Laguna Hills, Mission Viejo, San Juan Capistrano, Rancho Mission Viejo, Ranch Santa Margarita, Ladera Ranch, Laguna Niguel, Capo Beach, Dana Point, Laguna Beach, and Lake Forest

**Section 5: SCHOLARSHIP PROGRAMS**

**5.1** Does your organization provide scholarships and/or reduced rate for families?  Yes  No

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

	# Full Scholarships	Scholarship Amount/Child	Scholarship Criteria
PRIMARY	Roughly 5-10% of our kids are on scholarship	\$ \$75-\$195	Our scholarships are 100% based on verifiable need. Our goal, which we have successfully fulfilled every year, is to never leave a child behind due to finances.

Number of Partial Scholarships/Reduced Rates <i>Primary</i> Season:		Varies
Discount amount per child:	\$Varies	
Reduced Rate Criteria:	Same requirements as for the full scholarships. The applications are reviewed and scholarships are awarded based on need.	
<b>Section 6: ADDITIONAL ORGANIZATIONAL INFORMATION</b>		
6.1 Does your organization have a current certificate of insurance and endorsements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Has your organization's insurance ever lapsed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list date(s) and brief explanation.		
6.2 Has your organization been the subject of any investigation (past or pending) by any government or administrative agency, whether at the City, County, State or Federal level? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list date(s) and brief explanation.		
6.3 Is your organization up to date on all outstanding balances with the City? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If no, list current account balance and anticipated date of receipt of payments?		

**6.4** Has your organization demonstrated a history of adherence to City rules, policies and allocations?  
Please explain.

We always to our best to comply with everything the city asks of us. Any time we are made aware of a deviance (which is very rare), we work with the city to quickly get back on track.

**6.5** Please tell us how your organization is going to have a symbiotic relationship with the City.

The main goal of Elite Soccer League is to provide an environment where kids can develop healthy habits, lasting friendships, discipline, emotional strength, and other life skills. We understand that our communities need strong future leaders in order for society to continue to progress.

We love soccer and feel like youth sports activities provide the perfect avenue for kids to learn and grow, while staying healthy, having fun, and developing new skills.

**PLEASE ATTACH ALL OF THE FOLLOWING:**

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

- A. Proof of federal non-profit status and CA domestic non-profit status
- B. Program objectives, philosophy or mission statement
- C. List of current board members; including name, position, and contact information
- D. Articles, bylaws and other charter documents
- E. An itemized program operating budget
- F. Profit/loss statement or audited financial statement
- G. Last THREE years of tax returns for San Clemente sports program; if part of a district, regional, or nationally based organization the City is requesting tax and/or financial information that is sent to the larger Parent organization.
- H. Last primary season's game/meet schedules including number of teams and game/meet locations
- I. Player registration record, including addresses for Primary and Secondary Seas

## What Benefit Does Elite Bring to the Community?

Elite Soccer League provides three major soccer seasons (fall, winter and spring), team and player training sessions, small-sided tournaments, and camps.

We strive to create a soccer environment where players can build a solid foundation for success both in soccer and in life.

Our primary program objectives are as follows:

- Provide a recreational environment where new players can learn basic skills which allow them to have fun and progress at their own pace
- Allow teams to continue together year-after-year in order to build lasting friendships and promote team growth
- Support players and teams who want to progress from the recreational divisions to higher levels of play

All of our programs are developed with the players and families in mind. We promote hard work, dedication, and seek to instill a love for the game of soccer and a desire to excel both on and off the field of play.

**Elite Soccer League  
San Clemente Revenue & Expenses  
2023/4 Budget / P&L**

<u>Revenue</u>	Winter 2024	Spring 2024	Fall 2023	Total
Player Fees	\$ 31,150	\$ 76,500	\$ 108,237	\$ 215,887
Scholarships	(1,558)	(3,825)	(5,412)	(10,794)
Coaching Credits	(2,181)	(5,355)	(7,577)	(15,112)
Net Revenue	<u>\$ 27,412</u>	<u>\$ 67,320</u>	<u>\$ 95,249</u>	<u>\$ 189,981</u>
<u>Expenses</u>				
Uniforms	\$ (5,600)	\$ (17,956)	\$ (19,579)	\$ (43,135)
Coaching Tees	(320)	(440)	(560)	(1,320)
Coaching Equipment	(1,200)	(2,000)	(2,800)	(6,000)
Goals and Nets	(2,200)	(1,750)	(1,750)	(5,700)
Field Rental	(3,315)	(11,632)	(34,332)	(49,279)
Field Painting (incl Paint)	(4,200)	(6,000)	(6,800)	(17,000)
Marketing	(2,500)	(4,000)	(6,500)	(13,000)
CalSouth Registration Fees	(1,313)	(956)	(9,930)	(12,199)
Gaming Fees	-	-	-	-
Fixed Costs Allocation	(8,750)	(10,625)	(16,550)	(35,925)
Awards	-	(3,400)	(5,296)	(8,696)
Rec Training Support	(3,000)	(7,000)	(7,000)	(17,000)
Tournament Fees	-	-	-	-
Credit Card Fees	(1,096)	(3,060)	(4,329)	(8,486)
Total Expenses	<u>\$ (33,494)</u>	<u>\$ (68,820)</u>	<u>\$ (115,426)</u>	<u>\$ (217,739)</u>
Net Add/(Loss)	<u>\$ (6,082)</u>	<u>\$ (1,500)</u>	<u>\$ (20,177)</u>	<u>\$ (27,759)</u>

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

**A** For the 2022 calendar year, or tax year beginning 01-01, 2022, and ending 12-31, 20 22

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **ELITE SOCCER LEAGUE INC**  
 Doing business as  
 Number and street for P.O. box (if mail is not delivered to street address) Room/suite  
 City or town, state or province, country, and ZIP or foreign postal code

**D** Employer identification number: 202879042

**E** Telephone number

**G** Gross receipts \$

**F** Name and address of principal officer: H(a) Is this a group return for subsidiaries?  Yes  No  
 H(b) Are all subsidiaries included?  Yes  No  
 If "No," attach a list. See instructions.

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  627

**J** Website: H(c) Group exemption number

**K** Form of organization:  Corporation  Trust  Association  Other L. Year of formation: 2006 M State of legal domicile: CA

**Part I Summary**

<b>1</b> Briefly describe the organization's mission or most significant activities: <b>ELITE SOCCER LEAGUE PROVIDES SOCCER RELATED BENEFITS AND ACTIVITIES IN A SAFE AND FUN ENVIRONMENT WITH THE PURPOSE OF HELPING KIDS FIND SUCCESS BOTH ON AND OFF THE SOCCER FIELD.</b>			
<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
<b>Activities &amp; Governance</b>	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) . . . . .	3	5
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) . . . . .	4	5
	<b>5</b> Total number of individuals employed in calendar year 2022 (Part V, line 2a) . . . . .	5	5
	<b>6</b> Total number of volunteers (estimate if necessary) . . . . .	6	230
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 . . . . .	7a	0
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11 . . . . .	7b	0	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h) . . . . .	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g) . . . . .	0	0
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7c) . . . . .	1,692,271	2,500,356
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) . . . . .	0	0
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) . . . . .	1,692,271	2,500,356
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3) . . . . .	0	0
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) . . . . .	0	0
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) . . . . .	211,235	444,679
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) . . . . .	0	0
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) . . . . .	0	0
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) . . . . .	1,358,496	1,846,835
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) . . . . .	1,569,731	2,291,514	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12 . . . . .	122,540	208,842	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16) . . . . .	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26) . . . . .	277,494	448,710
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 . . . . .	37,626	61,596
		239,868	387,114

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer \_\_\_\_\_ Date \_\_\_\_\_  
 Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name \_\_\_\_\_ Preparer's signature \_\_\_\_\_ Date \_\_\_\_\_ Check  if self-employed PTIN \_\_\_\_\_  
 Firm's name \_\_\_\_\_ Firm's EIN \_\_\_\_\_  
 Firm's address \_\_\_\_\_ Phone no. \_\_\_\_\_

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



RECREATION SPORTS PARTNERSHIP AGREEMENT  
FOR  
**ELITE SOCCER LEAGUE, INC.**

This RECREATION SPORTS PARTNERSHIP AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the CITY OF SAN CLEMENTE, a municipal corporation, and ELITE SOCCER LEAGUE, INC. (“ESL”), a California nonprofit benefit corporation, for a period of three (3) years starting on the Effective Date.

**RECITALS**

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

WHEREAS ESL is a private, non-profit public benefit organization that has been involved in recreational soccer activities in San Clemente for the past 20 years. ESL serves over 600 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 a proven history of providing programs for San Clemente residents; and

WHEREAS ESL uses the City’s multipurpose sports fields on an ongoing basis and desires to enter into this Agreement to establish a standard and schedule of athletic field usage to better serve its members.

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

**COVENANTS**

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, City and 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 benefit 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 and sexual abuse and molestation (SAM) insurance that shall comply with section 18 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 represents and warrants that it is familiar with the requirements of AB506 (Business and Professions Code section 18975) and the Child



Abuse and Neglect Reporting Act (Penal Code sections 11164 - 11174.3), and that it and each and every person volunteering or performing any services on behalf of ESL while this Agreement is in effect does and will, at all times, comply with such requirements.

1.1.10. ESL supplies and shall continue to supply participant rosters annually to City. ESL membership shall be comprised of no less than 80% San Clemente residents.

1.2. 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.

1.3. ESL is to be distinguished from the competitive soccer league also associated with the Elite Soccer League, Inc. called California Football Academy (CFA). This agreement applies solely to ESL, the recreation-based Program.

## **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 Supervisor or his/her designee. 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, park conditions, 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 proposed changes prior to any public meeting to adopt fee changes.

<b>Park/Rental Type</b>	<b>Hourly/Daily Fee</b>	<b>Discount</b>	<b>Partner Fee</b>
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%	\$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. The City reserves the right to impose fees for the use of the concession stand. Fees will cover the cost of maintenance and utilities. All fees will be approved through the City Council by Resolution. ESL will be notified of all meetings and public hearing opportunities.

5.3. 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**

6.1. Although community programs and community contract classes have priority, the City offers Sports Partners the opportunity to schedule field space in three to four 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 organization, or other subsidiary organization of ESL. There is no exclusive use of any fields; therefore, the City has a right to rent any field to other organizations.

6.2. 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 date and timelines determined by the Beaches, Parks & Recreation Director or his/her designee. period.

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

6.4. 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.

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

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

6.7. 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.

6.8. 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.

6.9. 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 business hours prior to the start of the rental time listed on the permit if the fields will be unutilized. Advanced timing for change requests must take into account the City's office hours of operation. 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](http://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 30-45 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 immediately of any safety hazards at facilities and fields.

## **8. Sport Light Use**

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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**

9.1. Per City Policy No. 702-5, AYSO shall pay a field maintenance fee of \$5 per participant, per season, based on the previous year's fall/spring rosters.

9.2. 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**

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

10.2. ESL will be responsible for lining fields for gameplay as necessary for their leagues.

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

10.4. 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**

11.1. 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.

11.2. 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.

11.3. 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.

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

11.5. 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, within ten (10) days of the request for reimbursement by the City.

## **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 the Orange County Sheriff's Department for assistance.

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

15.1. 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.

15.2. ESL will receive the Tier I Partnership discount of 90% for Opening and Closing Day Ceremonies.

15.3. ESL will receive a 50% discount for Tournaments and Camps/Clinics.

15.4. 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.

15.5. ESL must participate in a recycling program outlined in the Tournament Application and Policy Guidelines.

15.6. ESL shall prohibit the consumption of alcoholic beverages at all Program Events.

15.7. 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 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.

15.8. 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.

15.9. 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**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), ESL shall defend (with legal counsel 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, spectators, officers, agents, employees, representatives, volunteers 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, to (a) 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, or (b) any act or omission of any of them in connection with their use of the City facilities or their obligations under this Agreement (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.

## **18. Insurance**

18.1. 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:



18.1.1. 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.

18.1.2. ESL shall carry sexual abuse and molestation (SAM) insurance with limits not less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000. The policy shall provide coverage including but not limited to claims for improper sexual conduct, damages because of bodily injury, and negligent hiring and supervision.

18.2. 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 coverages 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;
- (vi) be written on an occurrence and not a claims-made basis; and
- (vii) All defense costs shall be outside the limited of the policy.

18.3. With respect to such insurance policies, original documents shall be sent to:

Original documents sent to:  
City of San Clemente  
Risk Management Office  
910 Calle Negocio, San Clemente, CA 92673  
[Insurance@san-clemente.org](mailto:Insurance@san-clemente.org)

One additional copy sent to:  
Beaches, Parks and Recreation Department  
100 Calle Seville, San Clemente, CA 92672  
[Recreation@san-clemente.org](mailto:Recreation@san-clemente.org)

## **19. Violation Warning Procedure and Disciplinary Policy**

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

19.2. 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.

19.3. 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.

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

19.5. 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.

19.6. 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.

19.7. 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 and shall reimburse the City within ten (10) days of demand.

19.8. 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.

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

19.10. City reserves the right to audit AYSO's rosters and game schedules at any time to ensure compliance with the standards of Policy No. 702-5, attached hereto in Exhibit "A" for reference.

19.11. 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.

## **20. Term and Cooperation**

20.1. The term of this agreement shall be one year from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement unless canceled under the provisions of Section 19.9.

20.2. 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 and is in compliance with the law).

## **21. Miscellaneous**

21.1. 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 that 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.

21.2. 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.

21.3. 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.

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

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

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

21.7. 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.

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

21.9. 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 two (2) years.

21.10. 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.

21.11. Counterparts/Electronic Signatures. 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. This Agreement may be executed electronically with the same force and effect as an original ink signature.

21.12. 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, including under Code of Civil Procedure section 394, 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.

21.13. 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 Beaches, Parks & Recreation Director and approval of the City Attorney.

21.14. 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 and is duly authorized and registered to do business in California, (ii) such person

is 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, (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound, and (v) such person will indemnify the other party should any such representations and warranties prove false.

21.15. 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:                City of San Clemente  
    910 Calle Negocio  
    San Clemente, CA 92673  
    Attention: City Clerk

If to ESL:                        Elite Soccer League  
    26062 Merit Circle #109  
    Laguna Hills, CA 92653

With a copy to:                \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    Attention: \_\_\_\_\_

[End – signature page follows]

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: \_\_\_\_\_  
Samantha Wylie, Beaches, Parks &  
Recreation Director

ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
San Clemente, California

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth A. Mitchell  
City Attorney

“ESL”

ELITE SOCCER LEAGUE, INC.,  
a California nonprofit benefit corporation

By: \_\_\_\_\_  
Michael Affleck, Chief Executive Officer

By: \_\_\_\_\_  
Cierra Ashdown, Secretary



**City of San Clemente**  
**Beaches, Parks & Recreation Department**  
 100 N. Calle Seville, San Clemente, CA 92672  
 Phone: (949) 361-8264

## APPLICATION FOR RECREATION SPORTS PARTNERSHIP

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

It is the desire of the City of San Clemente to encourage and promote various Recreation programs for its residents on a year-round basis within the city limits, and to make the best and most efficient use of City's amenities, fields and facilities. For a non-profit organization to qualify for Recreation Partnership, they must meet one of the minimum requirements and criteria listed below.

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

**Tier II:** must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 85% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries.

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

**Tier IV:** must have provided the sports program within the City of San Clemente for at least three years, and have at least 100 participants, 70% of whom reside in the City.

The Organization is seeking:

Tier I       Tier II       Tier III       Tier IV

Has the Organization been granted partnership status in the past?

Yes    No      If yes, what year? 2023      What level? Tier 1

Section 1: GENERAL INFORMATION			
Organization:	SCY Football Inc (SCYF)	Federal Tax ID#:	33-0833075
Main Contact:	[REDACTED]	CA Domestic Non-Profit#:	33-0833075
E-Mail:	[REDACTED]	Primary Phone:	[REDACTED]



Address:	[REDACTED]	Alternate Phone:	[REDACTED]
	San Clemente, CA 92678	Years serving San Clemente:	20
Sport/Activity:	Football, Flag Football, Cheer	Ages Served:	5-15
<b>Section 2: PROGRAM INFORMATION</b>			
<b>2.1 Website</b>			
Link to league's website:	www.scyf.com		
<b>2.2 Mission Statement</b>			
Provide your league's mission statement.			
To provide top quality youth football and cheer program to youth of our community, with our primary focus on the overall well-being and improvement of our young athletes. The fundamental principals of: Fun, Safety, Learning, Team, Leadership, Integrity, Pride, Competition and Excellence both on the field and in the classroom.			
<b>2.3 League Rules</b>			
Provide your league rules that align with our sport partnership policy 5.1.1.g			
See attached OEC Administrative Rules National Pop Warner rule book			
<b>2.3 Primary Season Details</b>			
Primary Season Dates:	8/01/2024 - 12/15/2024		
# Participants Registered Last Year:	375	% San Clemente residents:	92
# Participants Anticipated This Year:	350	% San Clemente residents:	92
Do players tryout based on skill?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
% Participation in recreation-based program:	100		
% Participation in skill-based (Club, Select, All-Star) program:	0		
Are players guaranteed minimum playing time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, how much and explain?	Minimum of 10 plays on offense/ 10 plays on defense		
Itemize Costs to Participants (including required equipment purchase -- attach pages as needed):			
Tackle football - \$525 Flag Football - \$225 Cheer - \$400			

**Section 3: ORGANIZATION STRUCTURE**

**3.1 List the programs and/or sub-divisions offered by your organization:**

Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
Tackle Football		94 %	525	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Flag Football		94 %	225	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cheer		94 %	400	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No

**How are the following positions appointed?**

**BOARD OF DIRECTORS:**  Paid  Volunteer  Other, explain: \_\_\_\_\_

**COACHES:**  Paid  Volunteer  Other, explain: \_\_\_\_\_

**COORDINATORS:**  Paid  Volunteer  Other, explain: \_\_\_\_\_

**3.2 How does your organization select/place players on each team during the primary season? Is there any carry-over of players to the same team for the next season?**

The players are first selected based off of registraion preference and age. Due to the age bracket set by league, some players will be within the same age group for multiple seasons until they age up.

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

Being a volunteer based program, we look to have parents assist in coaching and assistant coaching. Some parents may be asked to take photos or coordinate team events for the players. All other parents are asked to create a positive learning environment for all players and cheer on their little athletes.

**3.4 Does your organization offer camps, clinics, or, private lessons?**  Yes  No

If yes, list times, dates, and cost(s) to participants.

Football / Cheer camp- dates TBD due to OEC guidelines, anticipated start in JULY  
Cost- free

3.5 Does your organization offer programs for the disabled and/or an inclusive program?  Yes  No

If yes, describe program and include times, dates and costs to participants.  
 OEC and Pop warner offer a team for disabled participants.

**Section 4: GAMES AND TOURNAMENTS**

4.1 Does your organization host tournaments?  Yes  No

If yes, how many and what's the % of non-resident teams?

4.2 If applicable, please list below tournaments your league will be requesting to host:

Tournament	Date Frame

What percentage of games/tournaments are played outside of San Clemente? 60 %

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

What percentage of games/tournaments are played against out of area teams? 75 %

4.3 List all other organizations with which your teams compete/participate in?

Orange Empire Football Conference

**Section 5: SCHOLARSHIP PROGRAMS**

5.1 Does your organization provide scholarships and/or reduced rate for families?  Yes  No

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

	# Full Scholarships	Scholarship Amount/Child	Scholarship Criteria
PRIMARY	0	0 \$	N/A

Number of Partial Scholarships/Reduced Rates <i>Primary</i> Season:		45-50
Discount amount per child:	\$212.50	
Reduced Rate Criteria:	Active duty military family member. \$100 reduction for families with financial need Payment plan for families looking to disslminate payments	
<b>Section 6: ADDITIONAL ORGANIZATIONAL INFORMATION</b>		
6.1 Does your organization have a current certificate of insurance and endorsements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Has your organization's insurance ever lapsed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list date(s) and brief explanation. N/A		
6.2 Has your organization been the subject of any investigation (past or pending) by any government or administrative agency, whether at the City, County, State or Federal level? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list date(s) and brief explanation. N/A		
6.3 Is your organization up to date on all outstanding balances with the City? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If no, list current account balance and anticipated date of receipt of payments? N/A		

**6.4** Has your organization demonstrated a history of adherence to City rules, policies and allocations?  
Please explain.

Yes.

San Clemente youth Football has a great working relationship with the city of san clemente. Consistent avenues of communication have allowed both parties to effectively discuss and problem solve and unforeseen issues. We enjoy the team work and relationships we have established with the City of San Clemente.

**6.5** Please tell us how your organization is going to have a symbiotic relationship with the City.

We will maintain active communication with the city and ensure we adhere to all rules and policies. It is our goal to maintain a healthy and growing relationship with the City of San Clemente and we are cooperating with other youth sports programs to better our community.

**PLEASE ATTACH ALL OF THE FOLLOWING:**

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

- A. Proof of federal non-profit status and CA domestic non-profit status
- B. Program objectives, philosophy or mission statement
- C. List of current board members; including name, position, and contact information
- D. Articles, bylaws and other charter documents
- E. An itemized program operating budget
- F. Profit/loss statement or audited financial statement
- G. Last THREE years of tax returns for San Clemente sports program; if part of a district, regional, or nationally based organization the City is requesting tax and/or financial information that is sent to the larger Parent organization.
- H. Last primary season's game/meet schedules including number of teams and game/meet locations
- I. Player registration record, including addresses for Primary and Secondary Seas

# South Coast PW

## Budget vs. Actuals: Budget\_FY24\_P&L - FY24 P&L

January - December 2024

	TOTAL			% OF BUDGET
	ACTUAL	BUDGET	OVER BUDGET	
Donations / Charity Contributions		620.05	-620.05	
Office Supplies		76.36	-76.36	
Postal/Mail Services		372.00	-372.00	
Scale Calibration		234.84	-234.84	
Taxes & Licenses		75.00	-75.00	
Team Photos		1,869.97	-1,869.97	
<b>Total General &amp; Administrative Expenditures</b>		<b>4,633.22</b>	<b>-4,633.22</b>	
OEC Assessments		4,666.00	-4,666.00	
Assign Fee		650.00	-650.00	
Directors & Officers		240.00	-240.00	
EMT Fees		4,960.00	-4,960.00	
Fine		1,000.00	-1,000.00	
Medical		5,693.00	-5,693.00	
National/Regional		1,368.00	-1,368.00	
Referee		10,488.00	-10,488.00	
Rule Books, Patches, Challenger, Etc.		308.50	-308.50	
Team		6,709.00	-6,709.00	
Travel		5,040.00	-5,040.00	
<b>Total OEC Assessments</b>		<b>41,122.50</b>	<b>-41,122.50</b>	
Player				
Equipment - New Team Gear		20,000.00	-20,000.00	
Equipment - Reconditioning/Recertification		4,638.46	-4,638.46	
Equipment - Uniforms		32,036.56	-32,036.56	
<b>Total Player</b>		<b>56,675.02</b>	<b>-56,675.02</b>	
Player / Cheer Registration				
Registration Materials	242.93	423.09	-180.16	57.42 %
<b>Total Player / Cheer Registration</b>	<b>242.93</b>	<b>423.09</b>	<b>-180.16</b>	<b>57.42 %</b>
Spirit Wear				
Spirit Wear Production		4,223.52	-4,223.52	
<b>Total Spirit Wear</b>		<b>4,223.52</b>	<b>-4,223.52</b>	
Team Safety				
Background Checks		2,542.00	-2,542.00	
<b>Total Team Safety</b>		<b>2,542.00</b>	<b>-2,542.00</b>	
<b>Total Expenditures</b>	<b>\$1,112.20</b>	<b>\$149,619.88</b>	<b>\$ -148,507.68</b>	<b>0.74 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$ -1,890.20</b>	<b>\$1,070.01</b>	<b>\$ -2,960.21</b>	<b>-176.65 %</b>
<b>NET REVENUE</b>	<b>\$ -1,890.20</b>	<b>\$1,070.01</b>	<b>\$ -2,960.21</b>	<b>-176.65 %</b>

990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2020

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury Internal Revenue Service

Header section containing organization details: Name (SCY FOOTBALL, INC), EIN (33-0833075), Address (30 VIA CRISTOBAL, SAN CLEMENTE, CA 92673), and Form of organization (Corporation).

Part I Summary

Summary table with columns for Revenue, Expenses, and Net Assets or Fund Balances. Rows include mission statement, governance statistics, and financial breakdown for 2020.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature area for officer: MATT MC CARTY, TREASURER, dated 05/11/2021.

Preparer information: CYNTHIA L WOODS, dated 05/11/2021, PTIN F00669611.

May the IRS discuss this return with the preparer shown above? See instructions. [X] Yes [ ] No



RECREATION SPORTS PARTNERSHIP AGREEMENT  
FOR  
**SCY FOOTBALL, INC.**

This RECREATION SPORTS PARTNERSHIP AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the CITY OF SAN CLEMENTE (“City”), a municipal corporation, and SCY FOOTBALL, INC. (“SCYF”), a California nonprofit public benefit corporation dedicated to youth sports, for a period of three (3) years starting on the Effective Date.

**R E C I T A L S:**

WHEREAS, The City of San Clemente owns and operates athletic fields throughout the community. A permit is required for reservations, lighted evening use, and use of the sports fields by all 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 300 children, aged four to eighteen years old in its 2023 primary season. The SCYF program (the “Program”) is well established, showing league structure for game rules and field policy, a governing board to regulate program standards, and a proven history of providing programs for San Clemente residents; and

WHEREAS, SCYF primarily uses Vista Hermosa Sports Park and Bonito Canyon Park and desires to enter into this 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 benefit 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 and sexual abuse and molestation (SAM) insurance that complies with section 18 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 football 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. SCGS represents and warrants that it is familiar with the requirements of AB506 (Business and Professions Code section 18975) and the Child Abuse and Neglect Reporting Act (Penal Code sections 11164 - 11174.3), and that it and each and every person volunteering or

performing any services on behalf of SCGS while this Agreement is in effect does and will, at all times, comply with such requirements.

1.1.10. 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.

1.2. 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 Supervisor or his/her designee. 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, park conditions, 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 proposed changes before any public meeting to adopt fee changes. Fees remain in effect and apply to SCYF Tier I Partnership:

<b>Park/Rental Type</b>	<b>Hourly/Daily Fee</b>	<b>Discount</b>	<b>Partner Fee</b>
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 for covering all costs associated with the re-key of said facility. SCYF is required to keep control over keys and assignment of keys.

#### **5. Concessions**

5.1 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 the direction of the Beaches, Parks and Recreation Director.

5.2 The City reserves the right to impose fees for the use of the concession stand. Fees will cover the cost of maintenance and utilities. All fees will be approved through the City Council by Resolution.

5.3 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**

6.1. Although community programs and community contract classes have priority, the City offers Sports Partners the opportunity to schedule field space in three to

four 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.

6.2. 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.

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

6.4. 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.

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

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

6.7. 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.

6.8. 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.

6.9. 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](http://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 immediatly of any safety hazards at facilities and fields.

## **8. Sport Light Use**

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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**

9.1. Per City Policy No. 702-5, SCYF shall pay a field maintenance fee of \$5 per participant, per season, based on the previous year's fall/spring rosters.

9.2. 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 and agrees that any other such alterations, additions, or improvements must comply with all state and local standards.

## **10. SCYF Supplies and Equipment Contribution**

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

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

10.3. 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.

10.4. 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**

11.1. 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.

11.2. 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.

11.3. 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.

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

11.5. 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, within ten (10) days of request for reimbursement by the City.

## **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**

15.1. 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.

15.2. SCYF will receive the Tier I Partnership discount of 90% for Opening and Closing Day Ceremonies.

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

15.4. 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.

15.5. SCYF must participate in a recycling program outlined in the Tournament Application and Policy Guidelines.

15.6. SCYF shall prohibit the consumption of alcoholic beverages at all Program Events.

15.7. 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 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.

15.8. 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.

15.9. 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**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCGS shall defend (with legal counsel 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, spectators, officers, agents, employees, representatives, volunteers 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, to (a) 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, or (b) any act or omission of any of them in connection with their use of the City facilities or their obligations under this Agreement (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.

## **18. Insurance**

18.1. 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:

18.1.1. 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.

18.1.2. SCYF shall carry sexual abuse and molestation (SAM) insurance with limits not less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000. The policy shall provide coverage including but not limited to claims for improper sexual conduct, damages because of bodily injury, and negligent hiring and supervision.

18.2. 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; and
- (vii) All defense costs shall be outside the limits of the policy.

18.3. With respect to such insurance policies, original documents shall be sent to:

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

**19. Violation Warning Procedure and Disciplinary Policy**

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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 and shall reimburse the City within ten (10) days of demand.

19.8. **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.

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

19.10. City reserves the right to audit AYSO's rosters and game schedules at any time to ensure compliance with the standards of Policy No. 702-5, attached hereto in Exhibit "A" for reference.

19.11. **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.

## **20. Term and Cooperation**

20.1. The term of this agreement shall be three years from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement and unless canceled under the provisions of Section 19.9.

20.2. 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 and is in compliance with the law).

## **21. Miscellaneous**

21.1. 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.

21.2. 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.

21.3. 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.

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

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

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

21.7. 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.

21.8. 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.

21.9. 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 two (2) years.

21.10. 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.

21.11. Counterparts/Electronic Signatures. 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 This Agreement may be executed electronically with the same force and effect as an original ink signature.

21.12. 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, including under Code of Civil Procedure section 394, 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.

21.13. 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 Beaches, Parks and Recreation Director and approval of the City Attorney.

21.14. 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 and is duly authorized and registered to do business in California, (ii) such person

is 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, (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound, and (v) such person will indemnify the other party should any such representations and warranties prove false.

21.15. 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: City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: City Clerk

If to SCYF: SCY FOOTBALL, INC.  
63 Via Pico Plaza #403  
San Clemente, California 92672  
Attn: President

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

[End – signature page follows]

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

“CITY”

CITY OF SAN CLEMENTE,  
a municipal corporation

By: \_\_\_\_\_  
Samantha Wylie, Beaches, Parks &  
Recreation Director

ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
San Clemente, California

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth A. Mitchell  
City Attorney

“SCYF”

SCY FOOTBALL, INC.,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Rodney J. Tompkins, CEO

By: \_\_\_\_\_  
Heather Risner, Secretary