



**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:** 10B

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

**Prepared By:** Samantha Wylie, Beaches, Parks & Recreation Director  
 Carrie Brill, Aquatics Supervisor

**Subject:**

**CONSIDERATION OF RESOLUTION AWARDING AQUATICS PARTNERSHIP STATUS**

**Fiscal Impact:**

If the proposed partnership statuses are approved, the City would be subsidizing approximately \$156,272 annually for the San Clemente Aquatic Team (the “SCA”) as a Senior Partner and \$10,504 annually for the San Clemente Water Polo Club (the “SCWP”). These estimates are based on the prior year’s usage.

Depending on qualifications, non-profit organizations are afforded three rental discounts when requesting use of the City’s pool facilities:

- Non-Resident, Non-Profit: 25%
- Resident, Non-Profit: 40%
- Junior Partner: 50%
- Senior Partner: 60%

The table below provides a summary of each organization’s current discount for lane use, requested partnership with annual subsidy, and qualifying partnership level with annual subsidy.

	Discounts			Subsidy Value	
	Current Discount	Requested Status	Qualifying Status	Junior Partner	Senior Partner
SCA	Senior (60%)	Senior (60%)	Junior (50%)	\$140,644	\$156,272
SCWP	Resi. N/P (40%)	Senior (60%)	Junior (50%)	\$10,504	\$11,554

**Summary:**

The SCWP has met the minimum requirements for Junior Partner status and has subsequently applied for an Aquatics Partnership to the Recreation Division. After receiving a recommendation for Junior Partnership from the Beaches, Parks and Recreation Commission, SCWP has requested that the City Council consider the organization for Senior Partnership.

Additionally, SCA has provided updated roster information to the Recreation Division in response to the exception by the Council to Senior Partnership status in 2022. The City Council requested the additional optional two one-year extensions on the Agreement be reviewed after Year 1 was

completed. Based on the recent submission, SCA has not met the minimum requirements for Senior Partnership.

SCWP and SCA, however, meet the minimum qualifications for Junior Partnership, however, both organizations are requesting an exception by the City Council to be considered for Senior Partnership. Per Policy, SCWP does not meet the minimum participant requirement of 300, the minimum residency requirement of 90%, nor the minimum number of years in operation. Similarly, SCA does not meet the minimum residency requirement threshold of 90%.

The table below summarizes the findings of the applications:

	# Years Renting	Participants	% of Residents	Qualifying Status	Requested Status
SCA	15+	321	88%	Junior	Senior
SCWP	2	256	86%	Junior	Senior

**Background:**

In December 2014, the City Council approved an Aquatics Partnership Policy (the “Policy”) to establish an opportunity for organizations to receive a subsidy from the City to effectively perpetuate competitive aquatics activities on a year-round basis while making the best and most efficient use of the City amenities and facilities.

The partnership program is intended to promote opportunities for youth to participate in aquatics programming where the City may not be able to effectively provide activity options. Given this, the Aquatic Partnership discounts are not offered for private lessons, seasonal feeder programs, or lesson-based programming.

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

	Junior	Senior
<b>Minimum Years</b>	2 years	5 years
<b>Minimum Participants</b>	100	300
<b>Minimum (%) Residents</b>	90%	75%

Partnership applications are administered through the Recreation Division and are accepted and reviewed on an ongoing basis.

At its June 11, 2024 meeting, the Beaches, Parks & Recreation Commission reviewed the updated rosters for the SCA and the 2024 application from SCWP.

San Clemente Aquatics Team

In September 2022, SCA requested to renew their Senior Partner status and submitted a new application (Attachment 3). The application included team rosters that reflected 344 participants in their program. After review, staff determined that 340 swimmers met the qualifications as participants, however, only 89.4% were identified as San Clemente residents, which did not meet the 90% minimum residency requirement.

In December 2022, the City Council granted an exception to SCA for a one-year Senior Partnership Agreement with two possible one-year extensions. The extensions were to be granted if the SCA organization increased its resident participants and could meet the 90% residency requirement within one year.

In early spring 2024, SCA submitted its 2023 rosters at the one-year mark. The rosters included 321 participants, 88.8% of which are San Clemente residents. This roster submission did not include seasonal, entry swim instruction programs including “Mini Tritons” and “Barracudas.”

Based on the guidelines formalized through Policy, SCA does not qualify for Senior Partner Status, but qualifies for Junior Partner Status.

#### San Clemente Tritons Water Polo Corporation

SCWP is not currently a partner but is recognized as a non-profit water polo organization. They had a sister organization, Triton Water Polo Club, that was a junior partner from 2016 through April 2021. Triton Water Polo declined to submit a partnership application to renew its partnership status in the Fall of 2021 and effectively disbanded. SCWP was not able to obtain a transfer of ownership of the Triton Club and therefore the Junior Aquatic Partnership expired and was not renewed.

Since June 2022, Water Polo has become a frequent renter at the San Clemente Aquatic Center and meets the requirements for Junior partnership status. The 2024 Partner Application (Attachment 3) demonstrates 256 participants with 86% being San Clemente residents. The program is run and maintained by a volunteer board and utilizes a combination of paid and volunteer coaches. As long as the player is water-competent, Water Polo does not turn any player away regardless of skill.

On its application, the SCWP roster submission included its seasonal feeder program, “Splash-ball”, and two-day Swim Clinics. These participants have been excluded from the total roster count because the purpose of the Aquatics Partnership program is to provide competitive swimming opportunities which the City does not offer through its regular recreation programming.

#### ***Council Options:***

- Adopt the resolution, which would grant two one-year continuations of Senior Partnership status to SCA, and grant a two-year Junior Partnership to SCWP.
- Modify the resolution to change the level of partnership status or the term of the agreements for one or more organizations.
- Do not award partnership status to either organization with direction to staff to provide additional information.

#### ***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**

The Beaches, Parks and Recreation Commission recommends the City Council adopt Resolution No. 24-138, which will:

1. Establish general guidelines for the allocation and management of municipal pools concerning the partnerships; and
2. Approve an exception to Aquatics Partnership Policy to allow for the San Clemente Aquatic Team to maintain its Senior Partner status granted in 2022 for two additional years, expiring in December 2025; and
3. Grant and authorize the Beaches, Parks & Recreation Director to execute a Junior Partnership Agreement with the San Clemente Water Polo Club for a term of two years; and
4. Direct the Beaches, Parks & Recreation Commission to review and update the Aquatics Partnership Policy as part of its 2024-25 Work Plan.

***Attachment:***

1. Resolution No. 24-138
2. Aquatic Partnership Policy and Purpose
3. San Clemente Aquatic Team 2022 Partnership Application
4. San Clemente Water Polo Club Partnership Application
5. San Clemente Water Polo Club Partnership Agreement – Proposed

***Notification:***

San Clemente Aquatic Team  
San Clemente Water Polo Club

RESOLUTION NO. 24-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, TO ESTABLISH YOUTH PARTNERSHIPS WITH AQUATIC SPORTS TO ENCOURAGE AND SUPPORT AQUATIC COMPETITIVE SPORTS ON A YEAR-ROUND BASIS AT MUNICIPAL POOLS

WHEREAS, the City of San Clemente recognizes the value of promoting year-round healthy lifestyles and activities for its residents at its municipal pools, including but not limited to swimming, diving, water polo, and synchronized swimming, which provide significant physical, mental, and social benefits to San Clemente's Youth; and

WHEREAS, the City of San Clemente is committed to expanding opportunities for youth engagement and development within aquatic competitive sports by partnering with select local outside organizations for programs that allow service to a larger portion of the community than only City-provided programs; and

WHEREAS, the City wishes to promote such partnerships by providing reduced rates and priority pool allocations; and

WHEREAS, the San Clemente Water Polo Club ("SCWP") has demonstrated significant contribution to the community and the development of youth athletes within the sport of water polo, fostering a positive environment for both competitive play; and

WHEREAS, the San Clemente Aquatic Team ("SCA") has consistently upheld the highest standards of excellence in aquatics sports in San Clemente for over 30 years, contributing to the region's prestige and maintaining a robust program that has benefitted local youth athletes; and

WHEREAS, the Aquatics Partnership Policy (the "Policy") generally stipulates the conditions under which junior and senior partnership statuses are granted, reviewed, and renewed, ensuring equitable access and recognition for all aquatic programs; and

WHEREAS, the SCWP has applied for and is deserving of junior partnership status under the Policy, which will provide enhanced access to resources, facilities, and support necessary for their continued growth and success; and

WHEREAS, the SCA has requested continued exception to the Policy to maintain its senior partner status for the duration of its partnership term, in recognition of its exceptional contributions and established legacy within the community.

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

Section 1. The SCWP is hereby granted Junior Partnership status for a two-year term, effective immediately upon adoption of this resolution retroactively after execution of

a Partnership Agreement in a form substantially similar to that presented to the City Council on September 3, 2024. This status includes all rights, privileges, and responsibilities associated with Junior Partnerships as outlined in the Aquatics Partnership Policy and its Partnership Agreement.

Section 2. The Beaches, Parks and Recreation Director is authorized and directed to execute a Partnership Agreement with SCWP in a form substantially similar to that presented to the City Council on September 3, 2024.

Section 3. The SCA is granted an exception to the Aquatics Partnership Policy, allowing the continuation of its Senior Partner status for two additional one-year terms in recognition of the team's unique contributions to the community. The senior status is retroactively effective to December 2023, upon adoption of this resolution and execution of an amendment to the SCA Partnership Agreement in a form acceptable to the City Attorney. This status will be maintained until the next scheduled review in December 2025, subject to the terms and conditions outlined in the Aquatics Partnership Policy.

Section 4. The Beaches, Parks and Recreation Director is authorized and directed to execute an amendment to the Partnership Agreement with SCA in a form acceptable to the City Attorney that accomplishes the purposes of this resolution.

Section 5. Partnership discounts will not be offered for private lessons, lesson-based programming, recreational and /or seasonal feeder programs that would conflict with existing City programming and City policy prohibiting instruction without an agreement with the City.

Section 6. The Beaches, Parks and Recreation Department (the "Department"), shall develop and implement lane allocation following the Pool Rental Application process. Allocation will be granted depending on current operational capabilities and fair co-use with public lap swim and other programming. The City and Partnership representatives will meet quarterly to determine lane rentals.

Section 7. The Department shall establish a system for monitoring lane utilization and evaluating the effectiveness of the aquatic sports programs for the term of the Agreements. SCA and SCWP shall supply participant rosters annually to the Department and must continue to meet the minimum requirements of the Partnership tier the organization has been allocated. The Department will provide reporting progress to City Beaches, Parks and Recreation Commission on an annual basis.

Section 8. The Department will provide an overview of the existing Policy to the Beaches, Parks and Recreation Commission and offer suggestions to modernize or make changes based on the current implementation of the Policy as part of the Commission's 2024-25 Work Plan.

Section 9. 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. 24-138 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

**AQUATIC SPORTS PARTNERSHIP POLICY AND PURPOSE:**

- 1.1 It is the desire of the City of San Clemente (hereinafter "City") to encourage and promote various sports on a year-round basis within the city limits, and to make the best and most efficient use of City's amenities, pools and facilities. Partnering with select outside organizations/associations for aquatic programs allows service to a larger portion of the community than only City provided programs. City wishes to promote such partnerships by providing reduced rental rates, pool allocation priorities, and limited support services, which may include site preparation and maintenance, periodic pool improvements as needed and limited administrative/clerical support.
- 1.2 The purpose of this Aquatics Partnership Policy is to set forth and make clear the requirements and criteria for partnerships between City and any organization/association (hereinafter "Applicant") intending to provide recreational sports programs and request fee reductions within City. A partnership agreement made pursuant to this policy shall be known as an AQ Partnership, will carry the additional designation of *Senior* or *Junior*, and shall be subject to all the requirements set forth herein and any additions, amendments or revisions hereto. Only a limited number of AQ Partnerships will be granted to the organization representing standard prevalent sports, as determined by the Beaches, Parks and Recreation Commission.

**2. REFERENCES:** San Clemente Municipal Code Chapter 12.28.010.

**MINIMUM REQUIREMENTS AND CRITERIA TO QUALIFY FOR A Q PARTNERSHIP:**

- 3.1 The Applicant must meet the following minimum requirements and criteria for any AQ 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 an amount determined by City per incident, including appropriate additional insured endorsements in favor of City.
  - (d) Demonstrated financial hardship if partnership is denied and the Applicant is required to pay regular rates for use of City amenities, pools and/or facilities.
  - (f) Organization must have an open enrollment policy regardless of skill level.
  - (g) Organization must have a minimum play rule of 50% play for all participants.
  - (h) Demonstrated scholarships provided for those in financial need.
  - (i) Organization must have a "no discrimination" and "no alcohol" policy.
- 3.2 In addition to the above requirements and criteria for AQ Partnership, the Applicant may qualify for the levels of partnerships as follows:
- (a) Senior AQ Partnership: The Applicant has provided the sports program for City for at least five years, and currently has at least 300 participants, 90% of whom reside in City. Program games and practices must be conducted in San Clemente boundaries.
  - (b) Junior AQ Partnership: The Applicant has provided the sports program for City for at least two years, and currently has at least 100 participants, 75% of whom reside in City.

**PROCEDURE FOR EVALUATING APPLICATION FOR PARTNERSHIP:**

- 4.1 All requests for AQ Partnerships shall be submitted first to the Beaches, Parks and Recreation Department (hereinafter "Department"). Applications will be accepted once a year at a time determined by the City. The Applicant shall include in their packet the completed application form and all supporting documentation, including but not limited to:
- (a) City AQ Partnership Application (application for permit to use recreational facilities) and Facility Use Application.
  - (b) Proof of current 501(c)(3) or (4) status;
  - (c) Commercial and liability insurance declaration pages;
  - (d) Applicant articles, bylaws and other charter documents;

- (e) Proof sufficient to establish the financial hardship requirement, such as budgets, profit/loss statements, audited financial statements, balance statements, and/or two years of tax returns;
  - (f) Statistical data and rosters to support participant population and residency requirement for RS Partnerships.
- 4.2 Organizations that meet the minimum requirements as stated in this policy shall be forwarded for review to the Beaches, Parks and Recreation Commission (hereinafter "Commission").
- 4.3 "Commission shall review the application packet, the Department staff report, and any additional information provided by the Applicant or others. Commission may consider whether the Applicant has satisfied the minimum requirements set forth in § 3.1, whether partnership is warranted in light of the policies and purposes set forth in § 1.1-1.2, and whether partnership is in the best interests of City and its residents. In making its recommendation to City, Commission may also consider whether Applicant deserves partnership, or a particular level of partnership, notwithstanding the requirements set forth in § 3.1-3.2."
- 4.4 If Commission recommends to City Council disapproval of the request for AQ Partnership, or any specified level of partnership, Commission shall briefly include in the Minutes the reasons therefore. City Council shall make the final determination.

#### **AQ PARTNERSHIP EXPECTATIONS AND LONGEVITY**

- 5.1 All AQ Partners shall adhere to all the policies and procedures of City and the AQPP, and cooperate with the Department and City staff to ensure that the purpose of the partnership is met. AQ Partners shall provide City representatives with access at all times to review or monitor the sports program. AQ Partners 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).
- 5.2 Junior AQ Partners shall be required to re-apply for partnership every two years by submitting a complete application packet to the Department, followed by Commission consideration, and City Council approval as outlined in this policy. Junior AQ Partners are eligible for benefits during primary season only.
- 5.3 Senior AQ Partners shall be required to re-apply for partnership every three years by submitting a complete application packet to the Department, followed by Commission consideration, and City Council approval as outlined in this Policy.
- 5.4 The Department or Commission, may, at any time, for cause, temporarily suspend or revoke an Applicant's AQ Partnership status and forward to the Commission and/or the City Council for reconsideration of partnership status.
- 5.5 The City Council may, at any time, and without cause, suspend or revoke an Applicant's AQ Partnership status.
- 5.6 The City Council may grant the Department and/or Commission authority to extend AQ 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.



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

## APPLICATION FOR AQUATIC PARTNERSHIP STATUS

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

It is the desire of the City of San Clemente to encourage and promote various Aquatics 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, pools and facilities. The City's focus is to provide low cost recreational programs that promote health, wellness and character. The city will consider partnerships with non-profit organizations by providing reduced rental rates, pool allocation priorities, and limited support services, which may include site preparation and maintenance, periodic pool improvements as needed and limited administrative/clerical support. By selecting non-profit organizations with similar missions with which to partner, the City may assist in providing these services.

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

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

**Junior Partnership:** Must have provided the sports program for City for at least two years, and currently have at least 100 participants, 75% of whom reside in the City of San Clemente.

**The Organization is seeking:**

Senior Partner Status

**Has the Organization been granted partnership status in the past?**

YES

If yes, what year?

What level? Senior

GENERAL INFORMATION			
Name:	San Clemente Aquatic Team	Federal Tax ID#:	33-0112862
Main Contact:	Jason York	CA Domestic Non-Profit#:	CA #
E-Mail:	<a href="mailto:lyork@scatswim.org">lyork@scatswim.org</a>	Primary Phone:	408-821-5600
Address:	PO Box 73666	Alternate Phone:	PHONE 2
	San Clemente, CA. 92673	Years serving San Clemente:	48
Sport/Activity:	Swimming	Ages Served:	5-19

PROGRAM INFORMATION			
PRIMARY SEASON INFORMATION			
Primary Season Dates:	Year-round		
# Participants <i>Registered</i> Last Year:	344	% San Clemente residents:	90%
# Participants <i>Anticipated</i> This Year:	350	% San Clemente residents:	90%
Do players tryout based on skill?	Yes		
% Participation in recreation-based program:	35%		
% Participation in skill-based (Club, Select, etc.) program:	65%		
Are players guaranteed minimum swim time?	No		
If yes, how much and explain?			
<b>Itemize Costs to Participants (including required equipment purchase – attach pages as needed):</b>			
Monthly dues: \$105-\$220; \$100 Team Registration; \$77 USA Swimming Registration; group equipment varies. All swimmers need kickboard and fins. Advanced groups also need snorkel, hand paddles.			
SECONDARY SEASON INFORMATION			
Secondary Season Dates:	NA		
# Participants <i>Registered</i> Last Year:		% San Clemente residents:	
# Participants <i>Anticipated</i> This Year:		% San Clemente residents:	
Do players tryout based on skill?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
% Participation in recreation-based program:			
% Participation in skill-based (Club, Select, etc.) program:			
Are players guaranteed minimum swim time?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, how much and explain?			
<b>Itemize Costs to Participants (including required equipment purchase – attach pages as needed):</b>			

**ORGANIZATION STRUCTURE**

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

Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
Team Swimmers	344	90%	\$105-\$220/monthly	YES
		%		<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
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No

How are the following activities performed:  
**BOARD OF DIRECTORS: = Volunteer**  
**COACHES: = Paid** \_\_\_\_\_  
**COORDINATORS: = Volunteer** \_\_\_\_\_

*\*\*All applicants must fill out Attachment "A" to provide detailed budget information.*

**How does your organization select/place swimmers on each team/group during the primary and secondary seasons? Is there any carry-over of swimmers to the same team for the next season?**

SCAT is a year-round swim team. Swimmers are placed in groups according to age and skill. For safety reasons, all swimmers must be able to swim across the pool freestyle. There is a carry-over from year to year as the swimmers move through our structure. Our entry level begins with Mini-Tritons > Bronze Group > Silver Group> Gold Group> Platinum Group> Senior Group> National Group; we also have a FitPrep Group for seasonal swimmers trying to prepare for their high school sports. Per city instructions, we are not a swim lesson program.

**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?**

Families with swimmers in Silver, Gold, Platinum, Senior and National groups have 20 service hours per year. Families with swimmers in our non-competitive groups, Bronze and FitPrep do not have service hours. Families will incur a penalty for non-participation of service hours. That fee is \$50/hour. Families have numerous team event opportunities to volunteer and earn service hours.

**Describe what circumstance an interested participant would be denied acceptance into your program.**

If the child cannot swim and needs to attend swim lessons, they would be denied participation on the swim team and referred to city programming.

**Does your organization offer camps, clinics, or, private lessons?** YES - Clinics

**If yes, list times, dates, and cost(s) to participants.**  
 \*\*We currently have no plans to host any of the above, but will plan to host a clinic in the future. Currently, cost are unknown, but would range between \$100 - \$200 for a 4 hour clinic, depending on the experience and "celebrity" of the clinician.

<b>Does your organization offer programs for the disabled and/or an inclusive program?</b> Yes			
<b>If yes, describe program and include times, dates and costs to participants.</b> We are inclusive of any child that can meet the minimum swim requirements. In addition, we currently have a coach becoming “para-athlete” certified so that we can also be inclusive of those who cannot meet the minimum swim requirements.			
<b>Does your organization host meets?</b> Yes			
If yes, how many and what’s the (%) of non-resident teams? We host three (3) competitions each year and all teams other than SCAT are non-residents.			
<b>What percentage of meets are held outside of San Clemente? All, with the exception of the meets we host.</b>			90%
<b>Does your organization compete against out of area/non-resident teams?</b> Yes			
<b>What percentage of meets are held against out of area teams?</b>			100 %
<b>List all other organizations with which your teams compete/participate in?</b>			
USA Swimming sanctioned meets only.			
<b>SCHOLARSHIP PROGRAMS</b>			
<b>Does your organization provide scholarships and/or reduced rate for low-income families?</b>			Yes
<b>If yes, provide the number of full scholarships each season, the amount per child, and the criteria for awarding the scholarship below.</b>			
	<b># Full Scholarships</b>	<b>Scholarship Amount/Child</b>	<b>Scholarship Criteria</b>
<b>PRIMARY</b>		Swimmer pays 20%/Team funds 80% of monthly dues.	To qualify for the Outreach Athlete Registration, the athlete's family must meet the eligibility requirements of at least one of the following: ◇ Calworks ◇ Covered California/Medi-Cal ◇ Homeless Coalition ◇ Section 8 Housing ◇ SNAP ◇ Family income at or below the state poverty level ◇ Individual Free School Lunch Program *
<b>SECONDARY</b>			
<b>Number of Partial Scholarships/Reduced Rates <u>Primary</u> Season:</b>			We currently have 1 scholarship athlete.
<b>Number of Partial Scholarships/Reduced Rates <u>Secondary</u> Season:</b>			
<b>Discount amount per child:</b>		\$2,112/Year	

<b>Reduced Rate Criteria:</b>	
<b>ADDITIONAL ORGANIZATIONAL INFORMATION</b>	
<b>Does your organization have a current certificate of insurance and endorsements?</b> Yes	
<b>Has your organization's insurance ever lapsed?</b> No	
If yes, list date(s) and brief explanation.	
<b>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?</b> No	
If yes, list date(s) and brief explanation.	
<b>Is your organization up to date on all outstanding balances with the City?</b> YES	
If no, list current account balance and anticipated date of receipt of payments?	
<b>Has your organization demonstrated a history of adherence to City rules, policies and allocations? Please explain.</b>	
Absolutely. We strive to be a good partner and represent San Clemente in a positive manner.	
<b>Please describe your organization's philosophy.</b>	
San Clemente Aquatics emphasizes quality in coaching and challenging individual training. This gives our athletes the opportunity to develop a strong work ethic, life skills, as well as athletic ability and a positive and healthy attitude to achieve their highest potential in a safe environment.	

<p><b>Please tell us how your organization is going to have a symbiotic relationship with the City.</b></p> <p>We are San Clemente. Our team was established in San Clemente in 1974 and we are proud to be a partner. We submit permits in a timely fashion, we pay ahead of our rental use and the expectation is the relationship should improve each season.</p>
<p><b>If your organization was selected as a Senior or Junior Partner, please tell us what benefits you would provide back to your organization and the community.</b></p> <p>To the organization we provide quality coaching that teaches life skills and an environment that creates life-long friends. Our team is a family. To the parents and community, we provide a safe outlet for our youth to exercise, stay fit, explore their talents, compete to their full potential, stay out of trouble and learn time management skills that will help them in the future. Swimmers always top the GPA rankings of high school student athletes teams.</p>
<p><b>If your organization was denied partnership, please describe what hardships your organization would encounter.</b></p> <p>If we were denied Senior Partnership, we would not be able to continue the team (at the Aquatic Center). Non-partnership rental rates would make monthly dues prohibitive and outside of most family's recreation budget.</p>

**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.*

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



**City of San Clemente**  
**Beaches, Parks & Recreation Department**

987 Avenida Vista Hermosa, CA 92673

Phone: (949) 429-8797

## APPLICATION FOR AQUATIC PARTNERSHIP STATUS

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

It is the desire of the City of San Clemente to encourage and promote various Aquatics 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, pools and facilities. The City's focus is to provide low cost recreational programs that promote health, wellness and character. The city will consider partnerships with non-profit organizations by providing reduced rental rates, pool allocation priorities, and limited support services, which may include site preparation and maintenance, periodic pool improvements as needed and limited administrative/clerical support. By selecting non-profit organizations with similar missions with which to partner, the City may assist in providing these services.

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

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

**Junior Partnership:** Must have provided the sports program for City for at least two years, and currently have at least 100 participants, 75% of whom reside in the City of San Clemente.

**The Organization is seeking:**

- Senior Partner Status       Junior Partner Status

**Has the Organization been granted partnership status in the past?**

- Yes    No      If yes, what year? \_\_\_\_\_      What level? \_\_\_\_\_

GENERAL INFORMATION			
Name:	San Clemente Tritons Water Polo Corporation	Federal Tax ID#:	87-2059888
Main Contact:	Christopher Logan Powell	CA Domestic Non-Profit#:	
E-Mail:		Primary Phone:	
Address:		Alternate Phone:	
		Years serving San Clemente:	<i>3 yrs under new owner; 16+ under prev. owner</i>
Sport/Activity:	Water Polo	Ages Served:	6-18

PROGRAM INFORMATION			
PRIMARY SEASON INFORMATION			
Primary Season Dates:	August - July		
# Participants <i>Registered</i> Last Year:	340 (23/24)	% San Clemente residents:	88%
# Participants <i>Anticipated</i> This Year:	350 (24/25)	% San Clemente residents:	90%
Do players tryout based on skill?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
% Participation in recreation-based program:			
% Participation in skill-based (Club, Select, etc.) program:	100%		
Are players guaranteed minimum swim time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, how much and explain?	5-9 y.o. (2 hrs/wk); 10-18 y.o. (6 hrs/wk)		
Itemize Costs to Participants (including required equipment purchase – attach pages as needed):			
Quarterly fees: 10U = \$530; 12U+ = \$630; Splashball \$175 (6 week session); Summer Clinic = Free Cap \$5; T-shirt \$20 Games & tournaments \$50-\$150+			
SECONDARY SEASON INFORMATION			
Secondary Season Dates:	n.a. annual program		
# Participants <i>Registered</i> Last Year:		% San Clemente residents:	
# Participants <i>Anticipated</i> This Year:		% San Clemente residents:	
Do players tryout based on skill?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
% Participation in recreation-based program:			
% Participation in skill-based (Club, Select, etc.) program:			
Are players guaranteed minimum swim time?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, how much and explain?			
Itemize Costs to Participants (including required equipment purchase – attach pages as needed):			

ORGANIZATION STRUCTURE				
List the programs and/or sub-divisions offered by your organization:				
Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
Pre-team/Splashball	73	90% %	\$175/session	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10U Girls / 10U Boys	24 / 27	88% % 93%	\$535/Quarter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12U Girls / 12U Boys	38 / 39	79% % 89%	\$630/Quarter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14U Girls / 14U Boys	26 / 43	77% % 86%	\$630/Quarter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16/18U Girls / 16/18U Boys	25 / 36	88% % 94%	\$630/Quarter	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Coed 10U Summer Clinic**	9 (39)	100% %	Free	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>**39 Kids attended Free Clinic; 30 joined a 10U team in Fall</i>		%		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>How are the following activities performed:</b> <b>BOARD OF DIRECTORS:</b> <input type="checkbox"/> Paid <input checked="" type="checkbox"/> Volunteer <input type="checkbox"/> Other, explain: _____ <b>COACHES:</b> <input checked="" type="checkbox"/> Paid <input checked="" type="checkbox"/> Volunteer <input type="checkbox"/> Other, explain: _____ <b>COORDINATORS:</b> <input type="checkbox"/> Paid <input checked="" type="checkbox"/> Volunteer <input checked="" type="checkbox"/> Other, explain: <u>Paid Club Administrator</u>				
<i>**All applicants must fill out Attachment "A" to provide detailed budget information.</i>				
<b>How does your organization select/place swimmers on each team/group during the primary and secondary seasons? Is there any carry-over of swimmers to the same team for the next season?</b> <i>We are an annual program with age group teams that align with the 2 year age brackets established by USA Water Polo for the sport. Teams reset in August to align with USAWP age brackets — some teammates stay on the current team, others "age up" to the next age bracket. Depending on registration numbers and pool space availability, we aim to provide as much opportunity as we can in order to provide gender-only teams across age groups and skill levels ranging from beginner to intermediate and advanced.</i>				
<b>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?</b> <i>Citizenship and community are very important to our club. As such, volunteering is encouraged, but it is not required. Parent volunteering typically includes a "team parent" role focused on social planning/team bonding events, snack coordination, welcoming new members and relaying team information. Athletes volunteer to run clocks and keep stats for games we host, and they help with Splashball. The club provides documentation for athletes to earn volunteer credits at their schools. There are no monetary donations required.</i>				
<b>Describe what circumstance an interested participant would be denied acceptance into your program.</b> <i>All members must meet basic requirements to be able to safely participate in group instruction in deep water. If youth cannot safely participate, we recommend local swim lessons for a quarter and returning after.</i>				
<b>Does your organization offer camps, clinics, or, private lessons? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</b> <b>If yes, list times, dates, and cost(s) to participants.</b> <i>We offer a summer clinic to introduce 7-10 year olds to the sport, and teach them basic swim, water polo and teamwork skills. This is a FREE clinic we offer our community.</i>				

**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.**  
*We are as inclusive as possible within the boundaries of safety, and we work with families to meet the needs of kids that may require special considerations or extra support.*

**Does your organization host meets?**  Yes  No

**If yes, how many and what's the (%) of non-resident teams?**  
*We are the only water polo club in San Clemente. While competitors may include San Clemente residents, 100% of the teams we host come from surrounding areas. Many tournaments require hosting as part of participation. We host approximately 30 games / year.*

<b>What percentage of meets are held outside of San Clemente?</b>	% 80%
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**Does your organization compete against out of area/non-resident teams?**  Yes  No

<b>What percentage of meets are held against out of area teams?</b>	% 100% are non SC clubs
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**List all other organizations with which your teams compete/participate in?**  
*We participate in USA Water Polo sanctioned tournaments, various league game series and scrimmages. Outside of water polo competitions, our teams represent San Clemente Water Polo in local events from beach cleanups, to Junior Lifeguards, to the Ocean Festival, the Dinghy Dash, and Action Angels (i.e. teams adopt a local family for Christmas to donate gifts for families in need) etc.*

**SCHOLARSHIP PROGRAMS**

**Does your organization provide scholarships and/or reduced rate for low-income 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	12 scholarships	\$ as needed basis, from event level to full scholarship \$150 - \$3,800	Member in good standing, coach supported request, parent inform of financial hardship
SECONDARY		\$ <i>Work in progress section</i>	

**Number of Partial Scholarships/Reduced Rates Primary Season:**

**Number of Partial Scholarships/Reduced Rates Secondary Season:**

**Discount amount per child:** \$ *Sibling discounts: \$50 (2) and \$100 (3) \$15-35 early-bird registration discount, FREE 10U summer clinic, FREE goalie training, FREE scrimmages*

<b>Reduced Rate Criteria:</b>	<i>Reduced rates are considered upon request of a family or coach. No child is denied access to the sport due to financial need or hardship.</i>
<b>ADDITIONAL ORGANIZATIONAL INFORMATION</b>	
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.	
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.	
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?	
Has your organization demonstrated a history of adherence to City rules, policies and allocations? Please explain.	
<i>We respect City rules, policies, facilities and staff. We respond to requests and payments on time and we work together with City staff in partnership to provide successful programs for our community.</i>	
<b>Please describe your organization's philosophy.</b>	
<i>Our mission is to teach, mentor and develop our members to achieve their maximum potential in the sport of water polo and in life. Our goal is to ensure that local athletes have a clear pathway from our club into High School and beyond, and that they never forget the friendships, life-lessons, and good times they had along the way.</i>	
<i>In order to accomplish this, we teach the values and importance of working together as a team, while also valuing each individual's own characteristics and abilities. Whether incorporating various learning styles to effectively deliver information, training the critical thinking, communication, and emotional/mental intelligence of the student-athletes, building their physical strength and endurance, or being a creative, athletic outlet to express and reinforce self-confidence, we understand that our athletes and our community are what make our club great.</i>	

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

*As a "feeder program" for San Clemente High School, we have tremendous pride in our hometown and we take a long-term view of our members growth and development. Not only do we train youth up in the sport, but we also train them up in character and citizenship. We encourage participation in, and volunteering for, local programs. We refer youth to City swim lessons and we hope the City refers youth interested in water polo to us. We schedule summer practices around the City Junior Life Guard program and encourage our members to participate in Jr. Guards as well as the Ocean Festival. We conduct club-wide beach clean-ups to help keep our City beaches clean, and our teams participate in Action Angels to donate holiday gifts for San Clemente families in need. We are also an excellent resource for the City for beach and pool lifeguards.*

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

*We offer a unique benefit to our water-loving community with kids looking for a team sport. Partnership will allow us to offer reliable and affordable access to water polo where we teach teamwork, respect, integrity and perseverance in the pool, and in all aspects of life. With lower rates, we can offer low fees, sibling discounts, and scholarships to those in need. With more pool space, we can solidify our unique benefit of continuous access to distinct boys and girls teams from 10U-18U, so kids can grow in the sport from elementary to high school. This is a rare benefit in our small sport — most clubs have large program voids forcing families to search elsewhere or drop — e.g. Only 14U+, only co-ed, only elite, etc. It is especially rare for girls to be able to train and compete with girls across all age groups. Water polo is very physical, and the co-ed teams of most clubs cause many girls to quit a sport they would otherwise love and excel at. In effort to support female athletes' path in this sport, we allow more girls in from outside towns IF space allows and they plan to attend San Clemente High School. Our residency for all teams is 88%; removing our girls-only teams brings our residency to 90%. This is a dual-benefit dynamic we continue to watch over time, and we hope the City shares our objective to support female athletes.*

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

*We cannot sustain our local program in the long-run without more pool space and more affordable pool rental. Without the partnership rate, we will likely raise prices and/or reduce discounts. This can price-out residents with multiple kids or limited budgets. Without access to more pool space, we may limit our program by reducing practices and/or teams (by gender, skill, age) and/or turning new kids away. If we have to do this, boys and girls may no longer be able to age-up together through SCHS. Families may leave for different clubs to find the right age, gender or skill level for their child, and would likely have to split siblings to meet individual needs. This difficulty can turn residents away from water polo, and possibly team sports altogether.... and our youth will lose the important life-lessons that go along with it. We will also have to search for pools outside of the City which will erode the strong "SC" pride and community we built for our club as a feeder program to San Clemente High School.*

**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.*

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

2023 TeamSnap Transaction Summary

Deposit Date  
**\$602,422.50**

Revenue (Net)

<b>1099s</b>	<b>Gross</b>
10NZ	\$522,472.81
4MJ5x	\$20,775.00
KvTC	\$10,250.00
Cekni	\$13,553.31
JPIO	\$4,950.44
zzwR	\$33,660.00
	<b>\$605,661.56</b>

TeamSnap Deposit Transactions

Gross Succeeded Transxn	\$621,975.03
Transaction Fees withheld by TS	<b>-\$19,552.53</b>
NET Succeeded Tranxn	<b>\$602,422.50</b>
Refunds withheld by TS only	<b>-\$20,247.39</b>
TeamSnap Debits (on days w/ more refunds vs. fees)	<b>-\$6,505.92</b>

TS Fee Income transferred to Chase	<b>\$575,669.19</b>
Chase CY TeamSnap Credits deposited only	<b>\$573,483.86</b>
Diff TeamSnap "Deposits" vs. Chase ACH (sweep Diff)	<b>-\$2,185.33</b>

**2023 Grand Totals**

	Chase Chkg	Venmo	Total
Starting Bal (12/29/22)	\$135,309.85	\$3,448.01	\$138,757.86
Ending Bal (12/29/23)	\$171,534.11	\$1,398.59	\$172,932.70
Diff	\$36,224.26	-\$2,049.42	\$34,174.84
Income / Credits	<b>\$596,795.24</b>	\$2,811.76	<b>\$599,607.00</b>
Debits	<b>-\$560,570.89</b>	<b>-\$4,861.18</b>	<b>-\$565,432.07</b>
Fee (Venmo)		\$58.95	
Annual Diff	\$36,224.35	-\$1,990.47	\$34,174.93
Rollover Visa			<b>-\$21,470.35</b>
<b>2023 Ending Bal</b>			<b>\$12,704.58</b>



2023 Expense Categories	Chase	Visa	Venmo	Sub-Totals (doesn't incl TS refnd or fee)
Pool				
Tournaments / Expenses		-\$6,912.05	-\$49,193.88	-\$56,105.93
Payroll		-\$24,184.45	-\$100,445.23	-\$128,883.68
Govt/Tax Withholding		-\$256,682.14		-\$256,682.14
Customer Refunds		-\$109,133.16		-\$109,133.16
Office/Utilities		-\$190.00		-\$190.00
Merchandise/Inv/Mktg		-\$7.92		-\$622.10
Computer			-\$300.00	-\$2,503.75
Repairs/Maintenance				-\$2,514.67
Employee Expense Reimb		-\$200.00		-\$540.09
Food/Beverage		-\$7,453.30	-\$207.18	-\$7,660.48
USAWP/ Employee Training / Prof Dev		-\$350.00	-\$100.00	-\$1,150.69
Insurance		-\$4,615.68		-\$3,122.85
Miscellaneous		-\$0.90		-\$6,029.06
Accounting Fees				-\$0.90
Professional Fees (SOI & URL)				-\$2,224.04
Credit Card / Venmo Fees				-\$938.96
Team Snap Fees				-\$95.00
Team Snap Balance Debit				-\$1,999.00
		-\$6,505.92		-\$6,505.92
Total Visa		-\$165,805.72		
Visa Paid		-\$144,335.37		-\$586,902.42
Total Chase & Venmo		-\$560,570.89	-\$4,861.18	-\$565,432.07
Rollover Visa Due '24				-\$21,470.35

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2023**

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 2023 calendar year, or tax year beginning , 2023, and ending , 20

<p><b>B</b> Check if applicable:</p> <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	<p><b>C</b></p> <p>San Clemente Tritons Water Polo Corporation</p> <p><b>F</b> Name and address of principal officer: Same As C Above</p>	<p><b>D</b> Employer identification number 87-2059888</p> <p><b>E</b> Telephone number</p> <p><b>G</b> Gross receipts \$ 621,975.</p> <p><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 checked="" type="checkbox"/> No                  If "No," attach a list. See instructions.</p>
<p><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</p>		<p><b>H(c)</b> Group exemption number</p>
<p><b>J</b> Website: <a href="http://sanclementewaterpolo.teamsnapsites.com">sanclementewaterpolo.teamsnapsites.com</a></p>		<p><b>L</b> Year of formation: 2021 <b>M</b> State of legal domicile: CA</p>
<p><b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other</p>		

Part I Summary				
	1	Briefly describe the organization's mission or most significant activities: <u>See Schedule O</u>		
Activities & Governance	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)	3	5
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	12
	6	Total number of volunteers (estimate if necessary)	6	0
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
Revenue	8	Contributions and grants (Part VIII, line 1h)	467,769.	621,975.
	9	Program service revenue (Part VIII, line 2g)		
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	467,769.	621,975.
	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)		
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	235,364.	302,314.
16a		Professional fundraising fees (Part IX, column (A), line 11e)		
b		Total fundraising expenses (Part IX, column (D), line 25)		
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	197,962.	261,592.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	433,326.	563,906.	
19	Revenue less expenses. Subtract line 18 from line 12	34,443.	58,069.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	108,916.	179,018.
	21	Total liabilities (Part X, line 26)	28,016.	40,049.
	22	Net assets or fund balances. Subtract line 21 from line 20	80,900.	138,969.

**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.

<b>Sign Here</b>	Signature of officer	Date		
	Christopher Logan Powell		Dir, CEO, Pres	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Margaret R Fleming	Margaret R Fleming		P00124938
	Firm's name	FLEMING & CO CPAS		Firm's EIN 33-0649501
	Firm's address			Phone no. 949-586-8002

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

**BAA For Paperwork Reduction Act Notice, see the separate instructions.** TEEA0101L 08/23/23 Form 990 (2023)



AQUATICS PARTNERSHIP AGREEMENT  
FOR  
**SAN CLEMENTE WATER POLO CLUB**

This AQUATICS PARTNERSHIP AGREEMENT (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the CITY OF SAN CLEMENTE, a municipal corporation (“CITY”), and SAN CLEMENTE TRITONS WATER POLO CORPORATION, a California nonprofit public benefit corporation (“SCWP”), for the period of two (2) years from and after the Effective Date.

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

WHEREAS, the City owns and operates the San Clemente Aquatics Center at the Vista Hermosa Sports Park, which features a 50-meter competition pool and a 25-yard activity pool with play features, and the historic Ole Hanson Beach Club Municipal Pool, which features a 25-yard pool, and teaching pool; and

WHEREAS, SCWP is a private non-profit organization that has been involved in competitive and non-competitive swimming activities in San Clemente since 2021 and currently serves 256 athletes ranging from novice to 16/18 U teams (the “Program”); and

WHEREAS, SCWP currently uses the 50-meter competition pool at the San Clemente Aquatics Center and desires to enter into this Agreement to establish a program of pool usage for the continuation of its programs for SCWP members and City residents.

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 SCWP hereby agree as follows:

**1. Program Requirements**

As a material inducement to the City’s entering into this Agreement, SCWP agrees and covenants that, during the term of this Agreement, SCWP 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. SCWP is and shall remain currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.

1.2. SCWP is not aware that it is the subject of any formal investigation and shall not be the subject of any investigation by any government or administrative agency of the City, County of Orange, State of California, or the United States Government. SCWP shall

immediately notify the City in writing if it becomes aware that SCWP is the subject of any formal investigation by a government agency.

1.3. SCWP shall carry Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an additional insured endorsement in favor of City, and approved by the city's risk manager. SCWP's liability insurance shall be primary insurance without rights of subrogation. Each such policy of insurance shall comply with Article 16 below.

1.4. SCWP shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCWP is required to pay regular rates for the use of City amenities, pools, and/or facilities.

1.5. SCWP has and shall maintain an open enrollment policy regardless of participant's skill level. For purposes of this Agreement, an "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level, provided the participant meets the minimum swim requirements. Swimmers must be 8 years or older and be able to safely participate in group instruction in deep water.

1.6. SCWP shall maintain and enforce a "minimum play rule" which requires that each participant enrolled in the Program shall play 50% of the time for each game.

1.7. SCWP shall provide financial scholarships covering at least ten percent (10%) of the participants enrolled for fifty to one hundred percent (50-100%) of their registration fees to those participants who 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 SCWP activities. SCWP shall operate on the philosophy that no child will be denied a chance to participate due to financial hardship. SCWP will be required to submit to CITY their financial reports outlining their scholarship distribution annually.

1.8. SCWP shall prohibit discrimination on the basis of race, religion, national origin, ethnicity, sexual orientation, or gender. In order to promote a positive drug-free and child-friendly environment at City facilities, SCWP shall enforce a "zero tolerance" policy. Any SCWP 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 SCWP activities.

1.9. SCWP supplies and shall continue to supply participant rosters annually to the City. SCWP membership shall be comprised of no less than one hundred (100) participants, seventy-five percent (75%) of whom reside within the boundaries of the City of San Clemente.

1.10 SCWP tournaments and practices must be conducted within San Clemente boundaries.

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

## **2. SCWP Representatives to City**

2.1 SCWP shall designate one (1) official representative who shall be City's primary contact and who shall coordinate the program, pool space, and overall agreement with the City. The SCWP representative shall have the authority to make decisions for SCWP, sign applications with City on behalf of SCWP for pool use, approve billing, understand the pool operations regarding both scheduling and maintenance, assist with SCWP planning of pool allocations, and be responsible for resolving conflicts if/when they arise.

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

2.3 The City Beaches, Parks and Recreation Department (the "Department") will be the City liaison coordinating all City operations. City responsibilities are delegated to the Recreation Division under the guidance of the Beaches, Parks & Recreation Director or his/her designee. Matters pertaining to the following areas of operation should be directed to this individual: pool allocations, rental applications, billing, insurance, lights, closures, conflicts, pool maintenance, and vandalism.

## **3. Aquatic Facilities and Event Space Rental Rates**

Aquatic partnership fees and discounts are designed to support competitive youth water polo programming initiatives within the City's aquatic facilities. Certain programs and services are excluded from the partnership discounts to maintain program integrity and financial sustainability.

3.1 All pool assignments shall be made by the City at its sole and absolute discretion. SCWP shall pay a Pool Rental Fee(s) to the City within 14 business days after receipt of the Conditional Pool Use Permit for the upcoming season.

3.2 Pool Rental Fee. The fees noted below shall remain in effect during the entire term of this Agreement unless the Agreement is terminated. The following use fees for non-profit youth sports organizations are collected by the Recreation Division. Fees remain in effect and apply to SCWP Junior Partnership:

<b>Facility Amenity</b>	<b>Standard Rental Rate</b>	<b>Discount</b>	<b>Discounted Rate</b>
25-Yard Pool Lane	\$25.00/Hour/Lane	50%	\$12.50/Hour
50-Meter Pool Lane	\$55.00/Hour/Lane	50%	\$27.50/Hour
50-Meter Pool	\$250.00/Hour/Lane	50%	\$125.00/Hour
25-Yard Pool	\$125.00/Hour/Lane	50%	\$62.50/Hour
Friends Meeting Room	\$150.00/Hour	70%	\$45.00/Hour
Grass Event Space	\$200.00/Hour	70%	\$60.00/Hour
SCWP Cabana	\$50.00/Hour	None	----
Tournament/Competition	\$400.00	50% Off-Peak (Oct-Apr) No Discount Peak	\$200.00/Hour \$400.00/Hour

Lifeguard Fee	\$20.00/Hour/Lifeguard	None	----
Sound Amplification	\$60.00 Flat Daily Rate	None	----
Janitorial Fee	\$90.00 Flat Daily Rate	None	----
Sound Amplification	\$60.00 Flat Daily Rate	None	----
Janitorial Fee	\$90.00 Flat Daily Rate	None	----

3.3 Lifeguard Fees: Applied to all pool rentals outside the facility hours of operation and for pool rentals with high attendance requiring the City to staff additional lifeguards to maintain effective surveillance and operate within American Red Cross licensing requirements.

3.4 Tournament/Competition Fees: Inclusive of the course set up, and upon approval referenced in section 6.1, use of City Electricity, Colorado Timing System, Scoreboard, Water Polo Cages, Course Markers, City Tables, Folding Chairs, Event Barricades, and additional Trash Cans.

3.5 Sound Amplification: Any use of sound amplifying equipment on public property requires prior approval and must be included in a rental application. The request must be approved and billed out at the flat daily rate, prior to use. This applies to both conditional use permits during public operating hours and private use permits, pursuant to San Clemente Municipal Code 8.48.

3.6 Additional Services: Any additional services required by the City to facilitate a special pool rental will be determined and billed to SCWP as part of the permit approval process. A Janitorial Fee may be assessed for restrooms to be cleaned if deemed needed, for a flat daily rate of \$90.00 if the rental attendance is over 200 people.

3.7 Aquatic Partnerships discounts do not apply to private lessons, seasonal “feeder” programs, or lesson-based programming.

3.8 All fees outlined in this Article 3 are subject to change based on City Council resolution. Organizations will be notified of any changes prior to any public meeting.

**4. Lane Allocation and Scheduling**

4.1. Although community programs, community contract classes, and senior partnerships have priority, SCWP shall be able to reserve pool space in the 50-meter pool Monday through Saturday based on availability.

4.2. City and SCWP representatives will meet quarterly to determine Aquatics Center rentals. The City cannot guarantee any minimum or maximum number of lanes available for use to SCWP. When processing lane allocations, lanes are provided based on the priority use system as described in the Pool Rental Application.

4.3. Rentals of the San Clemente Aquatics Center include lane allocations, private coaching, room rentals, water polo tournaments, grass space, and special events. SCWP’ representative shall provide a written request for rentals three (3) months in advance to assist City in determining a Master Aquatics Facility Calendar. SCWP shall

provide a written request for any changes or additions to their approved and billed-out rental permit, two (2) weeks in advance of the date of change. If the changes are significant, the notice should be given four (4) weeks before allowing for the management of staffing, lane availability, and other conflicts. These change requests will be used to revise the monthly billing. Change requests to reduce lane usage may not be submitted after the rental date.

4.4. 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.

4.5. Lanes booked for SCWP are to be utilized for SCWP programs only. SCWP shall not sublet pool space or lanes to outside organizations. SCWP shall not absorb lanes from City contract classes or City programs that are canceled or moved. All lane allocations shall be included in the rental permit for lane use. This includes grass event space and meeting room usage by SCWP.

4.6. SCWP shall request only needed lane space and not overbook the lanes. If the City determines, in its sole and absolute discretion, that SCWP has overbooked lane space, the City may adjust lane allocation unilaterally.

4.7. City will notify SCWP of any excess lane capacity available when City classes are canceled or moved. SCWP may use the additional lane capacity when SCWP and the City determine that additional capacity is necessary during the period that such excess capacity is available.

4.8. It is the responsibility of SCWP to coordinate all pool schedules with its participants and coaches.

4.9. SCWP will not be allocated pool time for group or private water polo and/or swim lessons. This is a direct conflict with City programming and City policy prohibiting instructional programming without a formal agreement with the City. Instructional programming that falls outside of the scope of the aquatic partnership requires separate approval. This includes, but is not limited to:

4.9.1. Any instructional program not covered under the aquatic partnership must be approved individually (i.e., Splashball and Clinics).

4.9.2. A separate program rental application must be submitted for instructional programming outside of the aquatic partnership. This application is distinct from the partnership rental application and ensures that all necessary details and approvals are in place.

4.10. SCWP may utilize a microphone device only during private rental times, or during times when lap swimming is the only concurrent program. Microphones may not be used when other classes and programs are occurring at the same time.

## **5. Swimmer Lane Minimums and Unused Lanes**

5.1. Allocated pool space will be granted dependent on current operational capabilities, fair co-use with public lap swim and continued review of lane utilization. The

City considers sufficient use of a lane for organized/coached group-style rentals based on the following criteria:

- 5.1.1. A minimum of three (3) swimmers per lane is required for all short-course lane allocations.
- 5.1.2. A minimum of six (6) swimmers per lane is required for all long-course lane allocations.
- 5.1.3. All cancelations must be submitted in writing via email to City representative to release overbooked lanes that do not meet the minimum allocation requirements.
- 5.1.4. SCWP lane reservations must be occupied, and swimmer per lane minimums met for the full duration of the rental period.
- 5.1.5. Rental lanes left empty for longer than 10 minutes beyond the start of the rental time listed on the permit will be released to the public for lap swim, for the remainder of the rental period. SCWP will be charged for the lane rental without a refund.
- 5.1.6. Cancellation of reserved rental lanes must be made twelve (12) hours before the start of the rental time listed on the permit. If the lanes will not be utilized or the minimum swimmer requirements will not be met. SCWP will be issued a refund for the released lanes provided the cancelation is made within the 12-hour period.

## **6. Provision of Lifeguards**

6.1. The City provides City lifeguards at all times when SCWP members are in the pool. SCWP practices shall be held at times when City lifeguards are available and on duty. For SCWP tournaments and practice times that occur outside of regular facility operating hours, Lifeguard Fees will apply. One (1) lifeguard is included in the rental fee. Additional lifeguards are billed at the current rate approved by the City Council as dictated in the City Hourly Part-Time Salary Schedule, per hour per lifeguard. The number of additional lifeguards required is dependent on the number of attendees, including non-swimming guests on the pool deck.

## **7. Pool Supplies and Standards**

City will provide lane lines, water polo cages, and nets for SCWP practices and tournaments/competitions held at the San Clemente Aquatic Center. SCWP is responsible for any and all additional equipment they may require. All additional equipment is subject to City approval.

7.1. The SCWP coaches and representatives will communicate any issues with the pool or deck equipment. When/if items are damaged, or deemed to be in poor repair,

it is the responsibility of the coach that day to ensure the SCWP participants are not in the water until the City approves it is safe to do so.

7.2. Use of Colorado Timing Equipment: SCWP may utilize the City's Colorado Timing System and scoreboard. An SCWP representative shall sign a city-approved release/waiver agreement holding SCWP responsible for the laptop and equipment. The release is required each time the equipment is checked out and used. When use is complete, City staff will examine the equipment. Any damage to the equipment during SCWP's use will be the responsibility of SCWP. Only trained SCWP representatives and City staff may use the Colorado Timing System equipment.

7.2.1. SCWP shall be billed at the Junior Partner Tournament/Competition Rate for all lane usage while Colorado Timing Equipment and Scoreboard are in use.

7.3. City will attempt to but has no obligation to maintain, a water temperature between 78–82 degrees Fahrenheit (25.5–27.5 degrees Celsius) during practices, and competitions.

7.4. City will remove or raise diving boards that are not in use during tournaments and competitions.

## **8. Pool Closure Procedures**

8.1. When the Aquatics Center must be closed due to inclement weather, maintenance, damage, or other conditions needing immediate attention, the Recreation Division will determine the closure term and begin procedures as follows:

8.2. Closure signs shall be posted at the Aquatics Facility.

8.3. Any aquatic facility closure in excess of one week will be posted on City's official website: [www.san-clemente.org](http://www.san-clemente.org).

8.4. City will contact the SCWP representative by phone and/or email to notify SCWP of the closure.

8.5. SCWP will be responsible for contacting its coaches and participants to notify them of the closure.

8.6. SCWP agrees to reimburse City for any maintenance costs directly attributed to damage to its municipal pool facilities or any City equipment, including unauthorized alteration of a City site, caused by SCWP, any SCWP member, and/or SCWP invitee. City will credit SCWP lane space for pool closures that are not the fault of SCWP.

8.7. Glass is prohibited on the pool deck. The City has established a fee schedule if broken glass caused by SCWP, any SCWP member, and or SCWP invitee is found on the pool deck and/or in the pool.

8.7.1. If glass is broken on the pool deck, the City aquatics staff are to be notified immediately via email.

8.7.2. SCWP will be invoiced for the removal of broken glass and cleaning of the pool facility.

8.7.3. The “Glass Fee” is inclusive of City staff time, including cleaning, power washing, and other resources that may be deployed. Additional fees may be assessed if the pool(s) require additional vacuuming and/or draining. If draining the pool is required, SCWP may be invoiced for an additional spike in water fees incurred by the City associated with the glass removal efforts. The following is an itemized list of fees that may be assessed:

<b>Facility Maintenance Fee Schedule - Flat Rate Costs</b>	
Glass found on Pool Deck	\$241.50
Glass found in Teaching Pool	\$577.50
Glass found in 25 Yard Lap Pool	\$735.00
Glass found in 50 M Competition Pool	\$892.50

9. **Pool and Park Clean-Up**

9.1. SCWP shall clean up pools, restrooms, locker rooms, and associated areas in the proximity of the pool after each use by SCWP. This includes litter left behind by spectators in the bleachers, or snack concession stand areas. The City will provide adequate trash containers.

9.2. When cleaning up after an event, SCWP shall prevent cleaning materials, trash, sediment, cleaning chemicals, and runoff from entering the storm drain system (i.e., street gutters or catch basins).

10. **Concessions**

10.1. During this agreement, SCWP has not been allocated concession rights. Any request for concessions must be submitted in writing to the Recreation Department for approval.

10.2. In accordance with San Clemente Resolution No. 04-27, there will be no use of Styrofoam products at any location within the Aquatics Facilities. SCWP shall prevent the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name “Styrofoam,” by any SCWP attendee or vendor (caterer) during the term of this Agreement. Failure to abide by this resolution will result in the automatic denial of future pool rentals.

11. **Crowd Control.** It is the responsibility of SCWP to keep registered participants and their fans from engaging in un-sportsmanlike conduct, such as fighting, or rude and abusive verbal confrontations. If pool representatives or game officials of the league

cannot control the situation, SCWP should contact Orange County Sheriff's Department for assistance.

## **12. Tournament Allocations and Rental Conditions**

12.1. SCWP shall be permitted to host (2) water polo tournaments per year after first having obtained City approval for each such event. SCWP shall apply to hold a water polo tournament no less than twelve (12) weeks in advance of the proposed date. City Recreation Division will review and coordinate the appropriate meet and rental permits and services, such as planning for additional staffing, overflow parking, and sound permits. SCWP will be required to submit pool and deck site plans, requests for equipment, activity timeline, number of participants expected, times for load, and any other requests of staff a minimum of 30 days in advance of the scheduled date to ensure a smooth operation.

12.2. SCWP will make its best effort to host these tournaments/competitions during non-peak times (October-April). Aquatic Partnerships discounts do not apply during tournaments held during peak months (May-September).

12.3. The terms of Article 6 apply during all SCWP tournaments or events.

## **13. General Conditions for Special Events and Swim Meets**

13.1. City shall provide recycling containers at all SCWP special events.

13.2. SCWP shall ensure that neither its members nor its invitees consume alcoholic beverages at any location within the Aquatics Facilities.

13.3. SCWP shall comply with the City's Noise Ordinance. Sound permits are required for all amplified sound, including but not limited to PA systems, DJ, and live entertainment, such as bands that include amplification for instruments, drums, horns, etc. Applications for sound permits must be filed at least ten (10) working days before the proposed event and are reviewed by City's Beaches, Parks and Recreation Department.

13.4. Per Orange County Fire Authority Guidelines (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 Marshal for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320.)

13.5. SCWP scaffolding, bleachers, or other structures that might collapse and cause an injury will require a building permit from the City Building Department (949)361-6100.

## **14. Team Promotions**

14.1. Magazine/Web Space: City will list SCWP once each quarter in the City's Recreation Magazine and on the City Website in the youth sports section. SCWP is responsible for submitting accurate information to the City prior to the publishing schedule.

14.2. Printed Materials: Except as provided above, SCWP will be responsible for all printed promotional materials. City does not provide for copying of flyers, posters, registration packets, or any other printed materials. SCWP is encouraged to use the designated City brochure racks located at the Community Center and San Clemente Aquatics Center. Flyers may not be placed on parked vehicles at any City parks or facilities.

14.3. Team Apparel/Uniforms: SCWP will provide a consistent brand and logo to promote their team through the use of team uniforms, jackets, sweatshirts, and similar merchandise. Apparel and uniforms shall not duplicate the colors or design of any City staff uniforms. Clothing or attire that resembles CITY personnel or programming is prohibited including but not limited to City logos, branding, swimsuits, headwear, and articles of clothing with the color red in order for the public to identify the difference between City safety staff and SCWP representatives.

14.4. Banners at San Clemente Aquatics Center or on Pool Deck: SCWP may place temporary sponsor banners located on the pool deck and the grass space adjacent to the pool deck during tournaments/competitions. Prior approval is required by the Department.

14.5. Overhead Banner Reservation: City has an overhead banner program that is offered to community partners for promotional space. Banner fees apply, without discount. 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 are processed by January

14.6. City's logo is not to be used on any promotional materials or merchandise without prior City approval, which approval may be withheld at City's sole and absolute discretion.

## **15. SCWP Contributions to Pool Maintenance**

15.1. As a Junior Partner to the City, SCWP shall assist with the stewardship and maintenance of pools.

15.2. SCWP shall obtain prior written consent from City to make any alterations, additions, or improvements to City pools including routine pool maintenance and preparations. SCWP understands that any other such alterations, additions, or improvements must comply with all state and local standards.

16. **Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCWP shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City

and City's agents, officers, volunteers 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 SCWP participants, invitees, officers, agents, employees, representatives, volunteers or subcontractors of SCWP [collectively, the "SCWP Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the acts, omissions, negligence (whether active or passive), recklessness, or willful misconduct of SCWP's use of the City facilities including but not limited to the San Clemente pools, by any of the SCWP entities, anyone directly or indirectly employed by any of them, or anyone that they control or invite to the premises (collectively, the "Liabilities"). Such obligation to defend, hold harmless, and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such Indemnitee.

## 17. **Insurance.**

17.1. Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, SCWP shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and SCWP shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with a 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.

17.1.1. SCWP 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.

17.1.2. 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 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 SCWP 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.

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

Original documents to:  
 City of San Clemente  
 Risk Management Office  
 910 Calle Negocio, San Clemente, CA 92673

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

## **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 Pool Rules, Use and Allocation Policy.

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

19.3. Commitment: SCWP's Board of Directors is required to notify SCWP volunteer coaches, parents, and participants about the rules and regulations outlined in the City's Pool Rental Policies, municipal codes, and guidelines within this Agreement. The Recreation Division will work closely with SCWP to address concerns and enhance communications between staff, pool users, and the community. It is the responsibility of SCWP to notify City of any concerns.

19.4. Outcome: SCWP shall regularly communicate with SCWP members to educate participants, coaches, and parents to become increasingly more responsible working within the Municipal Code and pool 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 may document violations resulting from SCWP's failure to follow the terms of this Agreement, the Municipal Code, and City Department policies and procedures. Any failure to document such violations shall not constitute a waiver.

19.6. **Notification:** City staff shall contact the SCWP representative to discuss any noticed violation. City shall e-mail a SCWP 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:** SCWP's representatives will work with staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the SCWP's representative and President. If SCWP fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCWP for any manpower and/or equipment used to resolve the issue. SCWP shall bear all costs and expenses City deems necessary to completely resolve the issue.

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

- (i) **First Warning:** The first warning letter will be sent upon SCWP's first failure to resolve an issue resulting from a direct violation of this Agreement, the City Municipal Code, and facility operating policy or rules. A letter will be written to SCWP's President and representative documenting the violation and will be placed in SCWP's file. A report and/or pictures of the violation will be included for reference. The matter may be appealed by SCWP to the Beaches, Parks and Recreation Director.
- (ii) **Second Warning:** A Second warning is issued after a second documented violation occurs within one year (365 days) from the first violation. City will send SCWP a letter notifying SCWP that a City staff member will be assigned to monitor SCWP activities due to the violation. SCWP will be billed for the assigned hours of the 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 pools and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department.
- (iii) **Third Warning:** A third warning is issued after a third documented violation occurs within one year (365 days) from the 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. 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 years from the Effective Date and will continue until canceled under the provisions of Section 21.9.

20.2. Any applicable Extensions shall be granted under Beaches, Parks & Recreation Directory authority and based on SCWP's demonstrated ability to meet the minimum requirements of the Aquatics Junior Partnership, including but not limited to the total number of swimmers and minimum residency requirements.

20.3. SCWP shall adhere to all the policies and procedures of the City and cooperate with the Department and City staff to ensure that the purpose of this Agreement is met. SCWP 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).

## **21. Miscellaneous**

21.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties concerning 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 five (5) 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. 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.

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 providing for the filing, removal or change of venue to any other court including under Code of Civil Procedure section 394. 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 Community Development 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, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

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 SCWP: San Clemente Tritons Water Polo Corporation  
134 Avenida San Dimas  
San Clemente, CA 92672  
Attention: President

[End – signature page follows]

IN WITNESS WHEREOF, City and SCWP 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

“SCWP”

SAN CLEMENTE TRITONS WATER  
POLO CORPORATION,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Its: Christopher L Powell, CEO

By: \_\_\_\_\_  
Its: Anissa Bromley, CFO