



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

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

Meeting Date: November 19, 2024

Agenda Item: 11H

Submitted By: Beaches, Parks and Recreation

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

Subject:

CONSIDERATION OF A RESOLUTION AWARDING SPORTS PARTNERSHIP STATUS FOR THE SPRING PRIMARY SEASON SPORTS

Fiscal Impact:

The Recreational Sports Partnerships Policy No. 702-5 (the “Policy”) allows for the City to provide a discounted rental rate to approved organizations. The total subsidy depends on the approved partnership levels of each organization (i.e., Tier I, Tier II, Tier III, Tier IV). Organizations that do not qualify for partnership status are offered up to a 40% discount on field rentals dependent on non-profit status.

Based on each applicant’s prior years usage, the subsidy total for Tier I partnership is estimated at \$790,084. The table below outlines the fiscal impact of each organization, including the regular rental rate, the rental fee for the organization if they were not a partner, and the rental fee for the organization at their qualifying partnership status.

Youth Sports Partnership Spring Season Subsidy Overview			
	Regular Rental (No Discount)	Resident Non-Profit (40% Discount)	Partner Rate (90% Discount)
San Clemente Little League	\$633,871	\$380,322	\$63,387
<i>Subsidy Value</i>	-	\$253,548	\$507,483
San Clemente Girls Softball	\$341,001	\$188,400	\$31,400
<i>Subsidy Value</i>	-	\$125,600	\$282,601

Summary:

Based upon the findings and guidelines provided in the Policy (Attachment 2), staff and the Beaches, Parks & Recreation Commission recommend that the City Council grant Tier I Recreational Sports Partnership Status to San Clemente Little League (“SCLL”) and San Clemente Girls Softball (“SCGS”). The following table depicts the total number of participants and the percentage of San Clemente residents for each organization:

Partner Group	Participants	% of Residents	Recommended Tier
SCLL	791	96%	Tier I
SCGS	324	92%	Tier I

Recommendations were determined based on the data provided within each application. Additional details related to each organization’s application are included in the Background section of this report. Applications were reviewed and recommended for approval by the Beaches, Parks, and Recreation Commission on October 8, 2024.

Background:

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

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

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

The Recreation Division opened the application period for “Cycle #2” (Spring Sports) partnerships on August 1, 2024. The Division received two applications: (1) San Clemente Girls Softball; and (2) San Clemente Little League. During the application review period, staff focus on the rosters and game schedules submitted by each organization given and verify residency for each player included in the roster. Both organizations qualify for partnership.

San Clemente Little League (SCLL)

SCLL is a current Platinum (Tier I) Partner. SCLL is a nationally recognized non-profit youth baseball organization. During its primary 2023 season, SCLL reported 791 participants with 96% being San Clemente residents (Attachment 3). It is a 100% recreational program. The program is run and maintained exclusively by volunteers. SCLL has a Challenger Baseball League for its players with special needs. SCLL routinely works with the City on field maintenance projects to keep the ball fields in good condition for the players in the league as well as residents of San Clemente.

SCLL uses approximately 5,470 hours of field space per year and is in financial good standing with the City. SCLL meets all conditions outlined in the eligibility criteria to maintain its Tier I Partnership.

San Clemente Girls Softball (SCGS)

SCGS (Attachment 5) is a current Platinum (Tier I) Partner and is a locally recognized non-profit youth softball organization. SCGS is a part of USA Softball and Junior Olympic Fastpitch Softball. They are a 100% recreational program for all skill levels. The program is exclusively operated by volunteers. During its primary 2023 season, SCGS had approximately 324 players with 92% being San Clemente residents.

SCGS uses approximately 2,750 hours of field space per year and is in financial good standing with the City, regularly paying its outstanding balances on time. SCGS meets all conditions outlined in the eligibility criteria to maintain its Tier I Partnership.

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

Council Options:

- Adopt the resolution, which will grant Tier I partnership status to San Clemente Little League and San Clemente Girls Softball for three years each and authorize the Beaches, Parks & Recreation Director to execute agreements.
- Modify the resolution to change the level of partnership status or the term of agreement for one or more organizations.
- Deny the resolution to grant partnership status for one or more youth sports organizations.

Environmental Review/Analysis:

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

Recommended Actions:

Staff Recommendation

Staff and the Beaches, Parks & recreation Commission recommend that the City Council adopt Resolution No. 24-180, which will grant Tier I Recreational Sports Partnership Status to San Clemente Little League and San Clemente Girls Softball for a three-year term.

Attachment:

1. Resolution No. 24-180
2. Policy No. 702-5, Recreational Sports Partnerships, Effective 7/18/2023
3. San Clemente Little League Recreation Sports Partnership Application (2024)
4. San Clemente Little League Recreation Sports Partnership Agreement - Proposed
5. San Clemente Girls Softball Sports Partnership Application (2024)
6. San Clemente Girls Softball Sports Partnership Agreement - Proposed

Notification:

San Clemente Girls Softball
San Clemente Little League

RESOLUTION NO. 24-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN CLEMENTE, CALIFORNIA, AWARDED
RECREATIONAL YOUTH SPORTS PARTNERSHIP STATUS
TO SAN CLEMENTE LITTLE LEAGUE AND SAN CLEMENTE
GIRLS SOFTBALL

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

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

WHEREAS, San Clemente Little League (“SCLL”) and San Clemente Girls Softball (“SCGS”) have demonstrated a strong commitment to providing quality athletic opportunities for the youth of San Clemente; and

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

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

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

Section 1. The SCLL and SCGS organizations are granted Tier I partnership status for a period of three years. This status includes all rights, privileges, and responsibilities associated with Tier I partnerships as outlined in the Recreation Youth Sports Partnership Policy and its Partnership Agreement.

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

Section 3. The Beaches, Parks & Recreation Director is hereby authorized and directed to execute the partnership agreements with SCLL and SCGS in forms substantially similar to those presented to the City Council on November 19, 204 and to take any actions necessary and proper to implement the purposes of this resolution and formalize the partnerships as outlined herein.

Section 4. The Department shall establish a system for monitoring field utilization for the term of the Agreements. SCLL and SCGS 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 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of _____, _____.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

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

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-180 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

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


 CITY CLERK of the City of
 San Clemente, California

Approved as to form:

 Elizabeth A. Mitchell, City Attorney



POLICY AND PROCEDURE

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

1.0 PURPOSE:

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

2.0 ORGANIZATION AFFECTED:

Beaches, Parks & Recreation Department

3.0 REFERENCES:

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

4.0 POLICY:

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

- 4.2.3 Incorporate "turf recovery periods" to maintain high-quality, safe fields;
 - 4.2.4 Outline field/park use regulations; and
 - 4.2.5 Communicate financial issues and recovery policy.
- 4.3 A partnership agreement made pursuant to this policy shall be known as an "RS Partnership", will carry the additional designation of Tier I, Tier II, Tier III, or Tier IV, and shall be subject to all the requirements set forth herein and any additions, amendments or revisions hereto. Only a limited number of RS Partnerships will be granted representing standard prevalent sports, as determined by the Beaches, Parks and Recreation Commission, and the City Council.

5.0 PROCEDURE:

- 5.1 Minimum Requirements and Criteria for RS Partnership.
- 5.1.1 The Applicant must meet the following minimum requirements and criteria for any RS partnership:
- a. Be currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
 - b. Not be the subject of any pending investigation by any government or administrative agency, whether at the City, County, State, or Federal level, and demonstrated history of adherence to City rules, policies, and allocations.
 - c. Carry appropriate commercial and liability insurance with limits no less than the amount determined by the City per incident, including appropriate additional insured endorsements in favor of the City.
 - d. Demonstrated ability and willingness to contribute player fee per participant per season as outlined in Section 5.3.
 - e. Organization must have an open enrollment policy regardless of skill level.
 - f. All coaches and/or team trainers are to be 100% volunteer-based. See "Trainers" under Section 6.10.
 - g. Organization must have a minimum play rule of 50% play for all participants with each player given equitable playing time regardless of skill level.
 - h. Demonstrated scholarships provided for those in financial need. See Section 5.1.4 for additional details.
 - i. Organization must have current policies concerning non-discrimination, no alcohol, and no illegal substances.

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

- a. **Tier I:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 90% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries.
- b. **Tier II:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 300 participants, 85% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries
- c. **Tier III:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 200 participants, 80% of whom reside in the City. Games, tournaments, and practices must be conducted within San Clemente boundaries
- d. **Tier IV:** The Applicant must have provided the sports program within the City of San Clemente for at least three years, and currently have at least 100 participants, 70% of whom reside in the City.

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

5.1.4 Organization Scholarship Program.

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

5.2 Process for Evaluating Application for Partnership Status

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

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

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

- 5.2.2 The Applicant shall include in their packet the completed application form and all supporting documentation, including but not limited to:
- a. City RS Partnership Application;
 - b. Proof of current 501(c)(3) or (c)(4) status;
 - c. Commercial and liability insurance declaration pages;
 - d. Applicant articles, bylaws, and other charter documents;
 - e. Proof sufficient to establish the financial hardship requirement, including the required budget form and two years of tax returns, and profit/loss statements, audited financial statements, balance statements;
 - f. Statistical data and rosters of the most recent primary season to support participant population and residency requirement for RS Partnerships. Refer to “Resident” definition in Section 6.0.
- 5.2.3 Organizations that meet the minimum requirements as stated in this policy shall be forwarded for review to the Beaches, Parks and Recreation Commission (hereinafter “Commission”).
- 5.2.4 Commission shall review the application packet, the Department staff report, and any additional information provided by the Applicant or others. Commission may consider whether the Applicant has satisfied the minimum requirements outlined in Section 5.1, whether a partnership is warranted in light of the policies and purposes outlined in Section 4, and whether a partnership is in the best interests of the City and its residents. In making its recommendation to City, Commission may also consider whether Applicant deserves partnership, or a particular level of partnership, notwithstanding the requirements outlined in Section 5.1.2.

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

5.3 Field Use Discounts and Fees

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

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

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

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

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

5.4 Field Allocation Process

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

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

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

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

5.5 Non-Use of Allocated Fields

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

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

5.6 Violations of RS Partnership.

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

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

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

5.6.2 Violation examples include, but are not limited to:

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

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

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

5.7 RS Partnership Expectations and Longevity

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

ensure that the purpose of the partnership is met. RS Partners shall provide City representatives with access at all times to review or monitor the sports program. RS Partners shall not discriminate against its employee, volunteers, or participants on account of race, religion, national origin, ethnicity, sexual orientation, or gender (except where gender is a bona fide issue for the program).

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

6.0 DEFINITIONS:

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

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



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

APPLICATION FOR RECREATION SPORTS PARTNERSHIP

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

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

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

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

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

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

The Organization is seeking:

Tier I Tier II Tier III Tier IV

Has the Organization been granted partnership status in the past?

Yes No If yes, what year? _____ What level? _____

Section 1: GENERAL INFORMATION			
Organization:		Federal Tax ID#:	
Main Contact:		CA Domestic Non-Profit#:	
E-Mail:		Primary Phone:	

Address:		Alternate Phone:	
		Years serving San Clemente:	
Sport/Activity:		Ages Served:	
Section 2: PROGRAM INFORMATION			
2.1 Website			
Link to league's website:			
2.2 Mission Statement			
Provide your league's mission statement.			
2.3 League Rules			
Provide your league rules that align with our sport partnership policy 5.1.1.g			
2.3 Primary Season Details			
Primary Season Dates:			
# 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, All-Star) program:			
Are players guaranteed minimum playing 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):			

Section 3: ORGANIZATION STRUCTURE

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

Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
		%		<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
		%		<input type="checkbox"/> Yes <input type="checkbox"/> No

How are the following positions appointed?

BOARD OF DIRECTORS: Paid Volunteer Other, explain: _____

COACHES: Paid Volunteer Other, explain: _____

COORDINATORS: Paid Volunteer Other, explain: _____

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

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

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

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

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

Section 4: GAMES AND TOURNAMENTS

4.1 Does your organization host tournaments? Yes No

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

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

Tournament	Date Frame

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

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

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

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

Section 5: SCHOLARSHIP PROGRAMS

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

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

	# Full Scholarships	Scholarship Amount/Child	Scholarship Criteria
PRIMARY		\$	

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

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

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

PLEASE ATTACH ALL OF THE FOLLOWING:

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

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



Recreational Youth Sports Partnership Agreement

FOR SAN CLEMENTE LITTLE LEAGUE

This Recreational Youth Sports Partnership Agreement: Tier I (“Agreement”) is entered into this 19th day of November 2024 (the “Effective Date”), by and between the City of San Clemente, a municipal corporation (“City”) and San Clemente Little League (“SCLL”), a California nonprofit public benefit corporation dedicated to youth sports, for a period of three (3) years starting on the Effective Date.

RECITALS:

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

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

WHEREAS, SCLL currently uses Vista Hermosa Sports Park, Forster Ranch, San Gorgonio, Talega, Vista Bahia, and Liberty Parks and desires to enter into this Agreement to establish a standard and schedule of athletic field usage to better serve its membership.

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

COVENANTS:

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

1. SCLL Program Requirements

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

- 1.1.1. SCLL is and shall remain currently registered and active with the State of California as a not-for-profit community benefit organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- 1.1.2. SCLL is not aware that it is the subject of any formal investigation by any government agency of the City, the County of Orange, the State of California, or the United States Government. SCLL shall immediately notify the City in writing if it becomes aware that SCLL is the subject of any formal investigation by a government agency.
- 1.1.3. SCLL shall carry Commercial General Liability insurance and sexual abuse and molestation (SAM) insurance that complies with section 18 below.
- 1.1.4. SCLL shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCLL is required to pay regular rates for the use of City amenities, fields, pools, and/or facilities.
- 1.1.5. SCLL has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. SCLL shall maintain and enforce a "minimum play rule" for all levels of programming which requires that each person enrolled in the Program shall play 50% of the time for each game.
- 1.1.7. SCLL shall provide financial scholarships covering at least 10% of the participants enrolled for 50-100% of their registration fees to those participants 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 league activities. SCLL shall operate on the philosophy that no child will be denied a chance to play baseball due to financial hardship. SCLL will be required to submit to the City their financial reports outlining their scholarship distribution after the program's registration period.
- 1.1.8. SCLL shall prohibit discrimination based on race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, SCLL shall enforce a "zero tolerance" policy. Any SCLL officer, employee, agent, volunteer, or participant who is found to have abused alcohol, controlled substances (which have not been prescribed for the member), cannabis, or tobacco shall be prohibited from participating in SCLL activities.

1.1.9. SCGS represents and warrants that it is familiar with the requirements of AB506 (Business and Professions Code section 18975) and the Child Abuse and Neglect Reporting Act (Penal Code sections 11164 - 11174.3), and that it and every person volunteering or performing any services on behalf of SCGS while this Agreement is in effect does and will, at all times, comply with such requirements.

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

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

2. SCLL Representatives To City

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

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

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

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

3. Athletic Field Rental Rates

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

3.2. Field Rental Fee. The fees noted below shall remain in effect during the entire term of this Agreement. The following use fees for non-profit youth sports

organizations are collected by the Recreation Division. Fees are subject to change based on City Council resolution. Organizations will be notified of any proposed changes before any public meeting to adopt fee changes. Fees remain in effect and apply to SCLL Tier I Partnership:

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

4. **Field Storage**

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

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

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

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

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

5. **Concessions**

5.1 SCLL is approved to utilize the concession buildings at Liberty, Forster Ranch, Vista Bahia, and Vista Hermosa Sports Park to sell concessions to their participants provided they apply for and obtain the appropriate permits from the Orange County Health Department. Such permits shall be available at all times for viewing during concession sales.

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

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

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

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

5.6 Use of Styrofoam products is prohibited. The City of San Clemente passed Resolution No. 04-27 on April 20, 2004, prohibiting the use of food service items comprised of expandable polystyrene, commonly referred to by the trade name "Styrofoam." Rental agreements for the usage of any City-owned property or facility shall require the renter to assume the responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name "Styrofoam", by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic denial of future field rentals.

6. Field Scheduling

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

6.2. To assist the City in determining a Master Field Calendar for each allocation period, SCGS must complete the necessary application requesting needed field space at the following times:

- Winter/Spring (January-May reservations): Due October 15th
- Summer (June-August Reservations): Due March 30th
- Fall (September-December Reservations): Due June 15th

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

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

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

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

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

6.8. It is the responsibility of SCLL to coordinate all block schedules with their participants. This includes scheduling fields and monitoring the fields for use. Fields that are consistently left vacant within block permit time will be reviewed by the Recreation Division for reassignment.

6.9. SCLL will be required to submit practice and game schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

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

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

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

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

7.5. Edits and cancelations of reserved fields must be made a minimum of one (1) business day prior to the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, and SCLL will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

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

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCLL must

communicate these parking limitations to their participants. City is not responsible for providing parking to SCLL participants. SCLL must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. In an effort to reduce the impact on parking and congestion in these parks, the City will limit the number of rental permits on weekends during league play and summer months.

7.9. When scheduled at a neighborhood or community park field, SCLL must incorporate a 30-minute buffer in game schedules to reduce overlap of game times and allow for adequate time between games for players leaving the games to vacate parking spaces for those coming in.

7.10. SCLL must inspect and notify the City immediately of any safety hazards at facilities and fields.

8. Sport Light Use

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

8.2. Key-Operated Lights: Youth Sports Organizations that have reserved and paid for lighted sports fields will be granted a key to operate the field lights. Keys will be checked out to SCLL by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. SCLL is required to keep custody and control over keys and assignment of keys.

8.3. Computer-Operated Lights: Once a light schedule is determined by the user and is approved by the Recreation Division by permit, the Recreation Division will code the light towers by scheduling with MUSCO. Lights are automatically turned on and off by block time and are not permitted later than the closing time.

8.4. SCLL must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCLL shall shut the lights off if /when they plan to leave the park in advance of the time issued. The City will issue a toll-free phone number to contact MUSCO Lighting and a password that allows SCLL direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCLL Contributions to Field Maintenance

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

9.2. SCLL shall obtain prior written consent from the City to make any alterations, additions, or improvements to City fields including routine field maintenance

and preparations which include mowing, picking weeds, raking, and/or chalking. SCLL understands that any other such alterations, additions, or improvements must comply with all state and local standards.

10. SCLL Supplies and Equipment Contribution

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

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

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

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

11. Inclement Weather Field Procedures

11.1. When fields must be closed due to rain or other inclement weather, saturated field conditions due to irrigation problems, any damage due to vandalism, or other conditions needing immediate attention, the Parks Maintenance Division will determine the closure term and begin procedures as follows.

11.2. City will determine the appropriate amount of days for the field to remain closed to the extent possible by utilizing weather reports and daily on-site field inspections. The City shall post closure signs on the fields, accordingly.

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

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

11.5. SCLL agrees to reimburse the City for any maintenance costs directly attributed to damage or misuse of athletic fields by SCLL participants or during their use by SCLL, including unauthorized alteration of a City park site, within ten (10) days of the request for reimbursement by the City.

12. Vehicle Access

Vehicles are not permitted on City fields. SCLL agrees and acknowledges that volunteer coaches and other program participants will not drive vehicles onto the fields. This includes vehicles driven by coaches to unload game equipment or supplies for the program.

13. Field and Park Clean-Up

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

14. Crowd Control

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

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

15.1. SCLL may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). SCLL shall give notice of all Program Events to the Beaches, Parks, and Recreation Department by way of application thirty (30) days in advance of the rental. In reviewing Program Event requests, the City shall consider the potential impacts on the neighborhood and park amenities. The Recreation Division will review and coordinate the appropriate permits and services it deems necessary for any Program Events, such as planning for additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs, and events which are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to SCLL will communicate this process to the organization.

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

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

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

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

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

15.7. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for all amplified sounds, including but not limited to PA systems, DJs, and live entertainment such as bands that include amplification for the instruments, drums, horns, etc. Applications are reviewed by the City's Beaches, Parks, and Recreation Department.

15.8. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate liability insurance naming the City of San Clemente as additionally insured and meeting all requirements of section 17 below.

15.9. Per Orange County Fire Authority ("OCFA") Guideline F-05, an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area over 200 square feet, or a canopy over 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

16. League Promotions

16.1. Printed Materials: SCLL will be responsible for all printed promotional materials for its leagues and tournaments. The City shall not copy flyers, posters, registration packets, or any other printed materials. SCLL is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park. Flyers may not be left on parked vehicles at any City Park or facility.

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

16.3. Overhead Banner Reservation: SCLL may seek to participate in the City's overhead banner program in the same manner as any other Community Partner. Regular banner fees apply for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year and processed by January.

16.4. Banners on Field Fences and Park Areas: SCLL shall not use City parks or facilities to hang banners on the fences or buildings except as provided for herein. During games, program events, and registration days, SCLL may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on the same date. Exceptions may be made for seasonal banners on hub fields that are not regularly used by any other organization in the City's sole and absolute discretion. Any

such exceptions shall be negotiated and pre-approved by the Recreation Division before placing banners.

17. Indemnification

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCLL shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCLL participants, invitees, officers, agents, employees, representatives, or subcontractors of SCLL [collectively, the "SCLL Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCLL's use of the City facilities including but not limited to the San Clemente fields, by any of the SCLL entities, anyone directly or indirectly employed by any of them, or anyone that they control or invite to the premises (collectively, the "Liabilities"). Such obligation to defend, hold harmless, and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such Indemnitee.

18. Insurance

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

18.1.1. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager.

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

18.2. Each such policy of insurance shall:

- (i) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Risk Manager for all coverages except surety;
- (ii) name and list as additional insured City and City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured. Additional Insured Endorsement is subject to approval by the city's risk manager, at their sole discretion;
- (iii) specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under the said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of SCLL pursuant to the terms of this Agreement; and
- (vi) be written on an occurrence and not a claims-made basis.

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

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

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

19. Violation Warning Procedure and Disciplinary Policy

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

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

19.3. Commitment: SCLL's Board of Directors is required to notify their volunteer coaches, parents, and participants about the rules and regulations set forth in the Ball

Field and Park Rental Policies, municipal codes, and guidelines within this Agreement. The Recreation Division will work closely with SCLL to address concerns and enhance communications between staff, field users, and the community. It is the responsibility of SCLL to notify City of any concerns.

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

19.5. Violations: City shall document violations resulting from SCLL's failure to follow the terms of this Agreement, the Municipal Code, and City Department policies and procedures.

19.6. Notification: City staff will contact the SCLL representative to discuss any noticed violation. City shall e-mail SCLL's representative, with a copy to the President, and will follow up on the telephone conversation confirming the discussion and details of the incident or violation.

19.7. Proposed Resolution and Timeline: SCLL's representatives will work with City staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the SCLL's representative and President. If SCLL fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCLL for any manpower and/or equipment used to resolve the issue. SCLL shall bear all costs and expenses City deems necessary to completely resolve the issue and shall reimburse the City within ten (10) days of demand.

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

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

member will act as a City representative on duty to monitor activity at the fields and to report further violations to City. This may be appealed to the Beaches, Parks and Recreation Department Director.

- (iii) Third Warning: A third warning is issued after a third documented violation occurs within one year (365 days) from first violation. Upon issuance of a Third Warning City shall review this Agreement. The Agreement is subject to termination upon such review. Any termination may be appealed to the Beaches, Parks and Recreation Department Director and ultimately appealed to the Beaches, Parks and Recreation Commission and/or City Council.

19.9. Termination: City may terminate this Agreement without cause by providing thirty (30) days' notices 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 one year from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement unless canceled under the provisions of Section 19.9.

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

21. Miscellaneous

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

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

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

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

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

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

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

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

21.9. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than two (2) years.

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

21.11. Counterparts/Electronic Signatures. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument. This Agreement may be executed electronically with the same force and effect as an original ink signature.

21.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the

validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law, including under Code of Civil Procedure section 394, providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

21.13. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon the recommendation of the 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 and is duly authorized and registered to do business in California, (ii) such person is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound, and (v) such person will indemnify the other party should any such representations and warranties prove false.

21.15. Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

If to City: City of San Clemente
 100 N. Calle Seville
 San Clemente, CA 92672
 Attention: Beaches, Parks & Recreation Director

With a copy to: City of San Clemente
 910 Calle Negocio
 San Clemente, CA 92673
 Attention: City Clerk

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

With a copy to:

Attention: _____

[End – signature page follows]

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

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

Samantha Wylie,
Its Beaches, Parks and Recreation
Director

ATTEST:

City Clerk of the City of
San Clemente, California

APPROVED AS TO FORM

Elizabeth A. Mitchell
City Attorney

“SCLL”

SAN CLEMENTE LITTLE LEAGUE,
a California nonprofit public benefit
corporation

By: _____
Christopher Culbertson, Chief Executive
Officer

By: _____
Jacque Wagner, Secretary



City of San Clemente
Beaches, Parks & Recreation Department

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 361-8264

APPLICATION FOR RECREATION SPORTS PARTNERSHIP *Must be completed by an authorized representative of the organization. Attach extra pages as needed.*

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

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

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

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

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

The Organization is seeking:

Tier I Tier II Tier III Tier IV

Has the Organization been granted partnership status in the past?

Yes No If yes, what year? _____ What level? _____

Section 1: GENERAL INFORMATION			
Organization:		Federal Tax ID#:	
Main Contact:		CA Domestic Non	

		Profit#:	
E-Mail:		Primary Phone:	

Address:		Alternate Phone:	
		Years serving San Clemente:	
Sport/Activity:		Ages Served:	

Section 2: PROGRAM INFORMATION

2.1 Website

Link to league's website:

2.2 Mission Statement

Provide your league's mission statement.

2.3 League Rules

Provide your league rules that align with our sport partnership policy [5.1.1.g](#)

2.3 Primary Season Details

Primary Season Dates:

Participants *Registered* Last Year:

% San Clemente residents:

Participants *Anticipated* 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, All-Star) program:	
Are players guaranteed minimum playing 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):	

Section 3: ORGANIZATION STRUCTURE				
3.1 List the programs and/or sub-divisions offered by your organization:				
Title	# of Participants	% San Clemente Residents	Cost to Participate	Skills/Tryout Based?
		%		<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 positions appointed? BOARD OF DIRECTORS: <input type="checkbox"/> Paid <input type="checkbox"/> Volunteer <input type="checkbox"/> Other, explain: _____ COACHES: <input type="checkbox"/> Paid <input type="checkbox"/> Volunteer <input type="checkbox"/> Other, explain: _____ COORDINATORS: <input type="checkbox"/> Paid <input type="checkbox"/> Volunteer <input type="checkbox"/> Other,				

explain: _____

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

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

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

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

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

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

Section 4: GAMES AND TOURNAMENTS

4.1 Does your organization host tournaments? Yes No

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

Depending on the number of SC All start teams, anywhere from 90-95% of teams are non-resident.

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

Tournament	Date Frame

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

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

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

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

Section 5: SCHOLARSHIP PROGRAMS

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

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

	# Full Scholarships	Scholarship Amount/Child	Scholarship Criteria
P R I M A R Y		\$	

Number of Partial Scholarships/Reduced Rates <i>Primary</i> Season:	
---	--

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

Reduced Rate Criteria:	
------------------------	--

Section 6: ADDITIONAL ORGANIZATIONAL INFORMATION

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

Has your organization's insurance ever lapsed? Yes No

If yes, list date(s) and brief explanation.

6.2 Has your organization been the subject of any investigation (past or pending) by any government or administrative agency, whether at the City, County, State or Federal level? Yes No

If yes, list date(s) and brief explanation.

6.3 Is your organization up to date on all outstanding balances with the City? Yes No

If no, list current account balance and anticipated date of receipt of payments?

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

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

PLEASE ATTACH ALL OF THE FOLLOWING:

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

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



Recreational Youth Sports Partnership Agreement
FOR
SAN CLEMENTE GIRLS SOFTBALL

This Recreational Youth Sports Partnership Agreement: Tier I (“Agreement”) is entered into this 19th day of November 2024 (the “Effective Date”), by and between the City of San Clemente, a municipal corporation (“City”), and San Clemente Girls Softball (“SCGS”), a California nonprofit public benefit corporation dedicated to youth sports, for a period of three (3) years starting on the Effective Date.

RECITALS:

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

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

WHEREAS, SCGS uses Vista Hermosa Sports Park, Richard T. Steed, Forster Ranch, and Tierra Grande Parks and desires to enter into this Agreement to establish a standard and schedule of athletic field usage to better serve its membership.

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

COVENANTS:

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

1. SCGS Program Requirements

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

- 1.1.1. SCGS is and shall remain currently registered and active with the State of California as a not-for-profit community benefit organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- 1.1.2. SCGS is not aware that it is the subject of any formal investigation by any government agency of the City, the County of Orange, the State of California, or the United States Government. SCGS shall immediately notify the City in writing if it becomes aware that SCGS is the subject of any formal investigation by a government agency.
- 1.1.3. SCGS shall carry Commercial General Liability insurance and sexual abuse and molestation (SAM) insurance that complies with section 18 below.
- 1.1.4. SCGS shall remain able to demonstrate financial hardship if the discounts provided for by this Agreement are denied and SCGS is required to pay regular rates for the use of City amenities, fields, pools, and/or facilities.
- 1.1.5. SCGS has and shall maintain an open enrollment policy regardless of the participant's skill level. For purposes of this Agreement, "Open Enrollment Policy" shall mean no child shall be denied enrollment based on skill level.
- 1.1.6. SCGS shall maintain and enforce a "minimum play rule" for all levels of programming which requires that each person enrolled in the Program shall play 50% of the time for each game.
- 1.1.7. SCGS shall provide financial scholarships covering at least 10% of the participants enrolled for 50-100% of their registration fees to those participants 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 league activities. SCGS shall operate on the philosophy that no child will be denied a chance to play softball due to financial hardship. SCGS will be required to submit to the City their financial reports outlining their scholarship distribution after the program's registration period.
- 1.1.8. SCGS shall prohibit discrimination based on race, religion, national origin, ethnicity, sexual orientation, or gender. To promote a positive drug-free and child-friendly environment at City facilities, SCGS shall enforce a "zero tolerance" policy. Any SCGS officer, employee, agent, volunteer, or participant who is found to have abused alcohol, controlled substances (which have not been prescribed for the member), cannabis, or tobacco shall be prohibited from participating in SCGS activities.

1.1.9. SCGS represents and warrants that it is familiar with the requirements of AB506 (Business and Professions Code section 18975) and the Child Abuse and Neglect Reporting Act (Penal Code sections 11164 - 11174.3), and that every person volunteering or performing any services on behalf of SCGS while this Agreement is in effect does and will, at all times, comply with such requirements.

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

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

2. SCGS Representatives To City

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

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

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

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

3. Athletic Field Rental Rates

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

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

any public meeting to adopt fee changes. Fees remain in effect and apply to SCGS Tier I Partnership:

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

4. Field Storage

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

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

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

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

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

5. Concessions

5.1 SCGS is approved to utilize the concession buildings at Tierra Grande Park to sell concessions to their participants provided they apply for and obtain the appropriate permits from the Orange County Health Department. Such permits shall be available at all times for viewing during concession sales.

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

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

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

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

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

5.6 Use of Styrofoam products is prohibited. The City of San Clemente passed Resolution No. 04-27 on April 20, 2004, prohibiting the use of food service items comprised of expandable polystyrene, commonly referred to by the trade name "Styrofoam." Rental agreements for the usage of any City-owned property or facility shall require the renter to assume the responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name "Styrofoam", by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic denial of future field rentals.

6. Field Scheduling

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

6.1. To assist the City in determining a Master Field Calendar for each allocation period, SCGS must complete the necessary application requesting needed field space at the following times:

- Winter/Spring (January-May reservations): Due October 15th
- Summer (June-August Reservations): Due March 30th
- Fall (September-December Reservations): Due June 15th

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

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

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

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

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

6.7. It is the responsibility of SCGS to coordinate all block schedules with their participants. This includes scheduling fields and monitoring the fields for use. Fields that are consistently left vacant within block permit time will be reviewed by the Recreation Division for reassignment.

6.8. SCGS will be required to submit practice and games schedules to the Recreation Division for review one week prior to Opening Day Ceremonies.

7. Field Use and Parking

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

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

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

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

7.5. Edits and cancelations of reserved fields must be made a minimum of one (1) business day before the start of the rental time listed on the permit if the fields will be unutilized. These change requests will be used to revise the monthly billing, and SCGS will be issued a refund for the released fields. Change requests to reduce field usage may not be submitted after the rental date.

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

7.7. City parks with athletic fields have limited parking. Some of these parks also have restricted parking on the street (Talega, Liberty, and Tierra Grande). SCGS

must communicate these parking limitations to their participants. City is not responsible for providing parking to SCGS participants. SCGS must manage the use of space by coordinating its game and practice schedules according to the availability of parking at each site.

7.8. In an effort to reduce the impact on parking and congestion in these parks, the City will limit the number of rental permits on weekends during league play and summer months.

7.9. When scheduled at a neighborhood or community park field, SCGS must incorporate a 10-15 minute buffer in game schedules to reduce overlap of game times and allow for adequate time between games for players leaving the games to vacate parking spaces for those coming in.

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

8. Sport Light Use

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

8.1. Key-Operated Lights: Youth Sports Organizations that have reserved and paid for lighted sports fields will be granted a key to operate the field lights. Keys will be checked out to SCGS by the City Recreation Division staff. Duplication of keys is not permitted. Representatives must note the rules and operation of the lights. SCGS is required to keep custody and control over keys and assignment of keys.

8.2. Computer-Operated Lights: Once a light schedule is determined by the user and is approved by the Recreation Division by permit, the Recreation Division will code the light towers by scheduling with MUSCO. Lights are automatically turned on and off by block time and are not permitted later than the closing time.

8.3. SCGS must designate field representatives to monitor the field use in the evening to ensure that the fields are not vacant with lights on. SCGS shall shut the lights off if /when they plan to leave the park in advance of the time issued. The City will issue a toll-free phone number to contact MUSCO Lighting and a password that allows SCGS direct contact with the lighting company. Recreation Staff will monitor the MUSCO statements for changes made by the league and adjust the billing.

9. SCGS Contributions to Field Maintenance

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

9.1. SCGS shall obtain prior written consent from the City to make any alterations, additions, or improvements to City fields including routine field maintenance

and preparations which include mowing, picking weeds, raking, and/or chalking. SCGS understands and agrees that any other such alterations, additions, or improvements must comply with all state and local standards.

10. SCGS Supplies and Equipment Contribution

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

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

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

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

11. Inclement Weather Field Procedures

11.1 When fields must be closed due to rain or other inclement weather, saturated field conditions due to irrigation problems, any damage due to vandalism, or other conditions needing immediate attention, the Parks Maintenance Division will determine the closure term and begin procedures as follows.

11.1. City will determine the appropriate amount of days for the field to remain closed to the extent possible by utilizing weather reports and daily on-site field inspections. The City shall post closure signs on the fields, accordingly.

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

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

11.4. SCGS agrees to reimburse the City for any maintenance costs directly attributed to damage or misuse of athletic fields by SCGS participants or during their use by SCGS, including unauthorized alteration of a City park site, within ten (10) days of the request for reimbursement by the City.

12. Vehicle Access

Vehicles are not permitted on City fields. SCGS agrees and acknowledges that volunteer coaches and other program participants will not drive vehicles onto the fields. This includes vehicles driven by coaches to unload game equipment or supplies for the program.

13. Field and Park Clean-Up

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

14. Crowd Control

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

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

15.1 SCGS may apply to organize other programs in conjunction with the league, such as tournaments, camps/clinics, special events, and opening day ceremonies ("Program Events"). SCGS shall give notice of all Program Events to the Beaches, Parks, and Recreation Department by way of application thirty (30) days in advance of the rental. In reviewing Program Event requests, City shall consider the potential impacts on the neighborhood and park amenities. The Recreation Division will review and coordinate the appropriate permits and services it deems necessary for any Program Events, such as planning for additional janitorial in restrooms, overflow parking, and sound permits. Please note the rules regarding tournaments, special programs, and events which are outlined in the Tournament Application and Policy Guidelines. In some instances, the City may require a Special Event Permit application to be submitted. The City representative to SCGS will communicate this process to the organization.

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

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

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

15.4. SCGS must participate in a recycling program outlined in the Tournament Application and Policy Guidelines.

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

15.6. Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for all amplified sounds, including but not limited to PA systems and DJs as well as for any live entertainment such as bands that include amplification for the instruments, drums, horns, etc. Applications are reviewed by the City's Beaches, Parks, and Recreation Department.

15.7. Bounce houses or similar inflatable features are not permitted on City Parks unless approved in advance with appropriate liability insurance naming the City of San Clemente as additionally insured and meeting all requirements of section 17 below.

15.8. Per Orange County Fire Authority ("OCFA") Guideline F-05, an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

16. League Promotions

16.1. Printed Materials: SCGS will be responsible for all printed promotional materials for its leagues and tournaments. The City shall not copy flyers, posters, registration packets, or any other printed materials. SCGS is encouraged to use the designated City brochure racks located at the Community Center and the San Clemente Aquatics Center located in the Vista Hermosa Sports Park. Flyers may not be left on parked vehicles at any City Park or facility.

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

16.3. Overhead Banner Reservation: SCGS may seek to participate in the City's overhead banner program in the same manner as any other Community Partner. Regular banner fees apply for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year and processed by January.

16.4. Banners on Field Fences and Park Areas: SCGS shall not use City parks or facilities to hang banners on the fences or buildings except as provided for herein. During games, Program Events, and registration days, SCGS may temporarily hang banners on the ball field fences provided such banners are removed when vacating the field on the same date. Exceptions may be made for seasonal banners on hub fields that are not regularly used by any other organization in the City's sole and absolute discretion.

Any such exceptions shall be negotiated and pre-approved by the Recreation Division prior to placing banners.

17. Indemnification

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCGS shall defend (with legal counsel acceptable to City), indemnify, and hold free and harmless City and City's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCGS participants, invitees, spectators, officers, agents, employees, representatives, volunteers or subcontractors of SCGS [collectively, the "SCGS Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, to (a) SCGS's use of the City facilities, including but not limited to the San Clemente fields, by any of the SCGS Entities, anyone directly or indirectly employed by any of them, or anyone that they control or invite to the premises, or (b) any act or omission of any of them in connection with their use of the City facilities or their obligations under this Agreement (collectively, the "Liabilities"). Such obligation to defend, hold harmless, and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole and active negligence or willful misconduct of such Indemnitee.

18. Insurance

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

18.1.1 Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager.

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

18.2 Each such policy of insurance shall:

- (i) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Risk Manager for all coverages except surety;
- (ii) name and list as additional insured City and City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured. Additional Insured Endorsement is subject to approval by the city's risk manager, at their sole discretion;
- (iii) specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under the said policy;
- (iv) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (v) cover the operations of SCGS pursuant to the terms of this Agreement;
- (vi) be written on an occurrence and not a claims-made basis; and
- (vii) All defense costs shall be outside the limits of the policy.

18.3 With respect to such insurance policies, original documents shall be sent to:
 City of San Clemente
 Risk Management Office
 910 Calle Negocio, San Clemente, CA 92673

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

19. Violation Warning Procedure and Disciplinary Policy

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

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

19.3. Commitment: SCGS's Board of Directors is required to notify their volunteer coaches, parents, and participants about the rules and regulations set forth in the Ball Field and Park Rental Policies, municipal codes, and guidelines within this Agreement. The Recreation Division will work closely with SCGS to address concerns and enhance

communications between staff, field users, and the community. It is the responsibility of SCGS to notify City of any concerns.

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

19.5. Violations: City shall document violations resulting from SCGS's failure to follow the terms of this Agreement, the Municipal Code, and City Department policies and procedures.

19.6. Notification: City staff will contact the SCGS representative to discuss any noticed violation. City shall e-mail SCGS's representative, with a copy to the President, and will follow up on the telephone conversation confirming the discussion and details of the incident or violation.

19.7. Proposed Resolution and Timeline: SCGS's representatives will work with City staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the SCGS's representative and President. If SCGS fails to take the necessary actions to resolve the issue as agreed upon between the parties, City may resolve the issue and charge SCGS for any manpower and/or equipment used to resolve the issue. SCGS shall bear all costs and expenses City deems necessary to completely resolve the issue and shall reimburse the City within ten (10) days of demand.

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

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

appealed to the Beaches, Parks and Recreation Department Director.

- (iii) Third Warning: A third warning is issued after a third documented violation occurs within one year (365 days) from first violation. Upon issuance of a Third Warning City shall review this Agreement. The Agreement is subject to termination upon such review. Any termination may be appealed to the Beaches, Parks and Recreation Department Director and ultimately appealed to the Beaches, Parks and Recreation Commission and/or City Council.

19.9. Termination: The 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 three years from the Effective Date the Beaches, Parks & Recreation Director executes this Agreement unless canceled under the provisions of Section 19.9 or if SCGS no longer meets the requirement outlined in the Tier I Partnership at the completion of its 2024 spring season.

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

21. Miscellaneous

21.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties 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 two (2) years.

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

21.11. Counterparts/Electronic Signatures. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument. This Agreement may be executed electronically with the same force and effect as an original ink signature.

21.12. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing, or determining the

validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or such other appropriate court in said county, and the parties hereto waive all provisions of law, including under Code of Civil Procedure section 394, providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

21.13. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon the recommendation of the Beaches, Parks and Recreation Department Director and approval of the City Attorney.

21.14. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing and is duly authorized and registered to do business in California, (ii) such person is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound, and (v) such person will indemnify the other party should any such representations and warranties prove false.

21.15. Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

If to City: City of San Clemente
 100 N. Calle Seville
 San Clemente, CA 92672
 Attention: Beaches, Parks & Recreation Director

With a copy to: City of San Clemente
 910 Calle Negocio
 San Clemente, CA 92673
 Attention: City Clerk

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

With a copy to:

Attention: _____

[End – signature page follows]

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

“CITY”

CITY OF SAN CLEMENTE,
a municipal corporation

By: _____
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

“SCGS”

SAN CLEMENTE GIRLS SOFTBALL,
a California nonprofit public benefit
corporation

By: _____
Kristin Borsack-Jay, Secretary

By: _____
Danielle Latimer, Chief Financial
Officer