

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 
By: Stephanie Anderson, Recreation Superintendent

DATE: October 13, 2014 (CC Meeting November 19, 2014)

SUBJECT: Consider Waiving Minimum Player Requirement for United States Youth Volleyball League through June 30, 2015

BACKGROUND

On April 18, 2012, the City Council approved a Youth Sports Organization Use Agreement Policy (Policy) and a fee schedule for use of City facilities under a Youth Sports Organization Use Agreement (Agreement). This Policy and these Agreements provide for priority use of City sports fields at reduced rates. The Policy contains several requirements which youth sports organizations must meet in order to be eligible for an Agreement. Organizations must register and maintain a minimum of seventy five players, and must maintain a residency rate of no less than 80%.

DISCUSSION

The United States Youth Volleyball League (USYVL) is one of the youth sports organizations which currently have an Agreement with the City for use of City facilities. Under the Agreement, organizations using athletic fields paid \$5.00/hour/field for FY 2013/2014 and \$7.00/hour/field for FY 2014/2015. Organizations must also pay a fee of \$56.33 per non-resident family for FY 2013/2014 and \$56.97 for FY 2014/2015. Outside of the Agreement, normal rental rates are \$15.00/hour/field for these organizations, and non-resident fees do not apply.

While USYVL has been able to meet the minimum residency requirement for use under the Agreement, they have not been able to meet the minimum participant requirement for the fall 2013 (60 participants) and spring 2014 (71 participants) seasons.

Staff is asking that the Council waive the minimum participant requirement for USYVL through the term of their agreement, which expires June 30, 2015. If the requirement is waived, USYVL will continue to pay the reduced field rental rate and non-resident fees, so long as they meet the remaining requirements of the Agreement. If the requirement is not waived, USYVL will pay normal rental rates and will not pay non-resident fees.

The minimum participant requirement will be reexamined when youth sports agreements are again brought before the Council in early 2015.

FISCAL IMPACT

Based on USYVL's history of use and number of non-resident players, the organization would pay more in field use fees if charged the regular rental rate than they have paid in non-resident fees combined with reduced rental rates under the Agreement. Therefore, there is a potential net loss of \$200 to \$300 in field rental fees through the term of the Agreement.

STAFF RECOMMENDATION:

Waive the minimum player requirement for United States Youth Volleyball League through June 30, 2015. All other provisions of the Agreement will remain in full force and effect.

Attachments:

- A. Agreement between the City of Moorpark and United States Youth Volleyball League for Use of City Facilities
- B. Draft Amendment No. 1 to the Agreement between the City of Moorpark and United States Youth Volleyball League for Use of City Facilities

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
UNITED STATES YOUTH VOLLEYBALL LEAGUE
FOR USE OF CITY FACILITIES**

THIS AGREEMENT, made and entered into this 1st day of August, 2012, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and UNITED STATES YOUTH VOLLEYBALL LEAGUE, a nonprofit organization, hereinafter referred to as "USYVL".

WITNESSETH:

WHEREAS, youth sports programs are a valuable asset to the Moorpark community; and

WHEREAS, USYVL provides volleyball programs for the youth of the Moorpark community; and

WHEREAS, USYVL desires to use City sports facilities; and

WHEREAS, the Moorpark City Council has authorized the implementation of facility use agreements for Moorpark nonprofit youth sports organizations to provide special conditions, priority use, and reduced use fees.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises contained herein, the parties hereto agree as follows:

1. Premises

City, in consideration of the fees to be paid and of the indemnifications, covenants, and agreements agreed to herein, hereby grants to USYVL, and USYVL hereby accepts from City, the use of certain real property and associated facilities and equipment at Mammoth Highlands Park, hereinafter "MHP," including the following, as described in Attachment "A" attached hereto and by this reference incorporated herein, together with any and all improvements thereon, all of which are hereinafter referred to as the "Premises":

A. Athletic field.

At City's sole discretion, other fields may be temporarily assigned to USYVL if all, or a portion of, field listed above is not available due to closure for maintenance or use by City for its own programs.

For use of City facilities other than described above, USYVL agrees to obtain a park rental permit and pay rental fees as described in the current Park Rental Fees resolution.

2. Term

The term of this Agreement shall be for three (3) years, commencing on July 1, 2012, and ending on June 30, 2015, provided however, that City's obligations hereunder shall be

contingent upon USYVL's payment in full of all use and related fees and fulfillment of all obligations as set forth in this Agreement.

This Agreement may be terminated by either party with or without cause by providing written notice no less than thirty (30) days in advance of such termination.

3. Use Fees

USYVL agrees to pay the City Use Fees as follows:

A. Hourly Use Fees for Sports Fields for facilities as described in Section 1 A of this Agreement:

Year 1 (use between July 1, 2012, and June 30, 2013):

\$3.00/hour for athletic fields

\$2.00/hour for softball/baseball fields

Year 2 (use between July 1, 2013, and June 30, 2014):

\$5.00/hour for athletic fields

\$3.00/hour for softball/baseball fields

Year 3 (use between July 1, 2014, and June 30, 2015):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

B. Non-resident Fee: Single Family Equivalent park assessment per family, for children registered in the league who reside outside of Moorpark city limits. The fee shall be paid once per fiscal year per family. USYVL shall submit with the non-resident fee payment a registration roster, including names of non-resident participants, and street addresses and zip codes of all participants (both resident and non-resident), registered in the program for the purpose of verifying and tracking non-resident fees paid. Rosters shall be returned to USYVL after review and recording of non-resident participants. City shall reconcile non-resident fees paid thirty (30) calendar days prior to the end of each fiscal year. In the event USYVL paid to City more than one non-resident fee per family for the fiscal year, City shall refund to USYVL any overpayment of the non-resident fee. In the event two (2) or more organizations paid non-resident fees to City for the same family, the overpayment of fees shall be divided equally among those organizations and refunded.

C. Staff Fees: Staff fees as described in the current Park Rental Fees resolution, for monitoring of and maintenance during tournaments. Staff fees shall be paid for the duration of the tournament.

D. Fees shall be as defined in the Park Rental Fees resolution for all other uses, including use of field lights.

The City may adjust the Use Fees, referenced in this section on or before the beginning of the new fiscal year, commencing on July 1 and ending June 30, by giving USYVL written notice by April 1.

4. Refunds or Credits for Use Fees

Use Fees paid may be refunded or credited under the following conditions:

1. The Premises are unusable due to inclement weather (temperatures below 45°F or above 95°F, active precipitation, winds in excess of thirty (30) miles-per-hour, or heavy fog), or conditions exist (as determined by City Manager or his/her designee) which make the Premises unusable, such as water saturated fields. USYVL may also reschedule the canceled date, within the time frames and maximum use allowed by this Agreement.
2. A request for cancellation for a date or dates reserved and paid for under the Agreement is received thirty (30) calendar days or more in advance of the scheduled date or dates.

For requests for cancellations received between twenty-nine (29) and five (5) calendar days prior to the scheduled date, USYVL may reschedule the canceled date, within the time frames and maximum use allowed by this Agreement.

No refunds or credits will be issued for requests for cancellations received less than five (5) calendar days in advance, and the canceled date or dates may not be rescheduled.

5. Use

The Premises shall be used for USYVL's authorized games, practices, and training sessions. The Premises shall be used as specified in this Agreement only, and shall not be used for any other purpose without the prior written consent of the City Manager or his/her designee.

At all times, City retains the right to use Premises for City sponsored and co-sponsored events upon no less than thirty (30) days written notice to USYVL. The general public shall have access to and use of Premises at times not included in the approved schedule. USYVL shall not have priority use of Premises outside of the approved schedule.

Use under this Agreement is limited to a maximum of two (2) seasons each year as described below, not to exceed twenty-four (24) total weeks per calendar year, plus two (2) annual tournaments, each tournament not to exceed two (2) consecutive weekends for four (4) total days. In addition to the maximum use allowed, use shall be limited to the following time periods:

- A. Primary Season: The primary season shall begin no earlier than April 1 and conclude no later than June 30.

- B. Secondary Season: The secondary season shall begin no earlier than September 1 and conclude no later than November 30.
- C. Tournaments: If held, Tournaments shall be scheduled no earlier than March 1 and no later than November 30.

A schedule of times and days requested for games and practices shall be furnished to the Director of Parks, Recreation, and Community Services (PRCS Director) or his/her designee for the City's approval at least sixty (60) calendar days prior to the start of the season. The City shall provide USYVL with an approved Rental Permit detailing the dates and times USYVL is authorized to use Premises. Changes to the schedule must be submitted to City in writing.

For use of City facilities beyond the time frames described above, USYVL agrees to obtain a park rental permit and pay rental fees as described in the current Park Rental Fees resolution.

6. General Conditions

- A. In order to retain rights under this agreement, USYVL shall maintain status as a 501 (c) (3) nonprofit corporation chartered within the City of Moorpark. USYVL agrees to provide City with proof of nonprofit status and a certified accounting of its financial status each year.

The annual financial accounting shall include: 1) a budget summary of actual revenue and expenditures from USYVL's prior fiscal year; 2) a budget summary of estimated revenue and expenditures for USYVL's current fiscal year; and 3) a bank statement or account summary to verify information provided in budgets. The financial accounting and proof on nonprofit status shall be submitted with the "Youth Sports Organization Information Sheet" on or before January 15 of each year.

- B. In order to retain rights under this Agreement, USYVL must register and maintain a minimum of seventy-five (75) players. Additionally, a minimum of 80% of participants must reside within Moorpark city limits. USYVL shall provide City with a registration roster, including street addresses and zip codes, of participants registered in the program for the purpose of verifying minimum player and residency requirements. Rosters shall be returned to USYVL after review by City. In lieu of a printer roster, USYVL may provide City staff with access to their registration data base. Rosters and/or data base access shall be provided to City within five (5) business days of the close of registration for each season, and with the submission of the "Youth Sports Organization Information Sheet."
- C. USYVL shall submit annually to the City a completed "Youth Sports Organization Information Sheet," the form of which shall be as provided by the City. The information sheet for each calendar year shall be submitted no later than January 15.
- D. USYVL shall submit to City a Certificate of Authorized Signatories, with names and signatures of those authorized to sign documents on behalf of USYVL. A new form

shall be submitted any time the list of authorized signatories changes.

- E. USYVL agrees to obtain a rental permit as required by section 12.16.160 of the Moorpark Municipal Code for all use of City facilities not included in the "Premises" and "Use" sections of this Agreement. USYVL further agrees to notify all coaches and participants of the City's rules and regulations governing City park rentals, and shall prohibit any coach or participant from interfering with a permitted park rental.

7. Wet Field Policy

USYVL agrees to abide by the terms of the Wet Field Policy as described in the Rules and Regulations Governing City Park Rentals resolution, as may be amended from time to time, to preserve the quality and life of the fields and promote a safe playing environment. The Wet Field Policy applies to conditions due to precipitation, over-watering, and/or irrigation system problems. When fields are sufficiently wet such that their use may lead to turf damage or bodily injury, they will be closed to all use at the City Manager's or his/her designee's sole discretion.

Fields are closed under the following conditions:

- A. Rain (with the exception of light drizzle if the ground is relatively hard and dry prior to the start of the drizzle.)
- B. Standing water/ponding or mud is present.
- C. Water gathers around the sole of a shoe.
- D. Footprints leave an impression in the turf.

8. Signs

USYVL agrees not to permit the construction or placement of any sign, signboard, or other form of outdoor advertising on the Premises without the prior written consent of the City Manager or his/her designee. In the event of a violation of this provision by USYVL or any one claiming under USYVL, USYVL hereby authorizes City as USYVL's Agent, to remove and dispose of any such sign, signboard, or other advertising, and to charge the cost and expense of any such removal and disposal to USYVL who agrees to pay the same upon demand.

This provision does not prohibit the use of identification banners for individual teams and sponsors, which may be displayed during games and shall be removed following the end of each game.

USYVL further agrees to abide by the City's Sign Ordinance regarding the placement of signs at any location other than Premises.

9. Vendors

Vendors are not permitted without the prior written authorization of the City Manager or his/her designee. Vendors are subject to the following conditions:

1. Vendors must complete the City's vendor application form.
2. Vendors must be self-contained.
3. Vendors must abide by all local, state, and federal laws, including but not limited to, environmental health regulations. Vendors must have a current Moorpark business registration permit.
4. Vendors may not sell tobacco, alcohol, or any other product or item not approved by the City.

USYVL must pay to the City a fee of twenty-five dollars (\$25.00) per vendor per day.

10. Indemnification and Hold Harmless

USYVL hereby agrees to hold harmless and indemnify City, its officials, agents, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising or growing out of loss or damage to property, including City's own personal property, or injury to or death of persons, including employees of City, resulting in any manner whatsoever directly or indirectly, by reason of this Agreement or the use of City facilities by USYVL or any person claiming use under or through USYVL unless such loss, damage, injury, or death is due to the sole negligence of the City. USYVL shall also hold the City harmless from all costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property, resulting from or associated with the use of City facilities under this Agreement and shall further save and hold harmless the City from any and all orders, judgments, and decrees which may be entered in any and all such suit or actions. USYVL and all others using said facilities under this Agreement hereby waive any and all claims against the City of damage to persons or property in, or about City facilities.

The City does not, and shall not, waive any rights that it may have against USYVL by reason of this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. Said hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described in this Section. The provisions of this Section shall survive the expiration or termination of this Agreement. The provisions of this Section shall apply to all use of City facilities by USYVL pursuant to this Agreement. Failure of City to monitor compliance with requirement set forth in this Agreement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11. Liability Insurance

USYVL shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Attachment "B" attached hereto and incorporated herein by this reference as though set forth in full. Coverage shall apply to all use of City facilities by USYVL pursuant to this Agreement.

12. Routine Maintenance and Operations

Except as specifically provided for in the Agreement, all maintenance of Premises shall be done at City's sole discretion and shall be performed by City force account or by City's authorized agent unless approved by the City Manager or his/her designee in writing. All maintenance authorized to be performed by USYVL shall adhere to City specifications and standards.

City agrees to allow USYVL to access the field portion of Premises with no more than two (2) vehicles for the specific purpose of setting up and taking down volleyball equipment only. USYVL agrees not to use vehicles on the field whenever the ground is wet, for whatever reason, without obtaining City's written approval. USYVL also agrees that vehicles it uses for this purpose shall not exceed a gross vehicle weight (GVW) of 5,400 pounds. USYVL further agrees that only licensed drivers age sixteen (16) or older may drive said vehicles. USYVL agrees to immediately report to City any damage to Premises caused by use of vehicles on Premises. USYVL further agrees to repair any such damage at USYVL's sole cost and expense.

A. During use under this Agreement, USYVL shall be responsible to perform the following maintenance on Premises at USYVL's sole cost and expense:

1. Set up temporary volleyball courts on designated grass area using cones, string, poles and nets, all supplied by USYVL at its own expense. All materials and equipment will be taken down and stored off Premises at the end of each day. Any alternative methods for marking volleyball court lines must receive written approval of City in advance.
2. Pick up trash and recycle materials on and around Premises and provide for additional trash containers as needed. Trash and recycling containers shall be emptied when they are no more than 75% full, with trash and recycle materials placed in the appropriate trash or recycle container bin. Additionally, recycle material shall be removed from the liner and placed in the appropriate recycling bin. All recycle and trash receptacles shall be installed with trash liners. Liners shall be supplied by USYVL, black in color and 1.5 mill or better, unless otherwise approved by the City.

B. City shall be responsible to perform the following:

1. Irrigate, mow, fertilize, and aerate at City's expense turf areas within Premises.

C. City shall not be obligated to repair, replace or maintain the Premises in any manner throughout the term of this Agreement. City shall not be obligated to perform any precautionary or preventative measures with respect to the Premises, including, but not limited to drainage and flood control measures. Should City perform any of the foregoing, such services shall be at the sole discretion of City, and the performance of such services shall not be construed as an obligation or warranty by City of the future or ongoing performance of such services. City shall determine maintenance specifications.

13. Improvements

USYVL shall not make any alterations, additions, or improvements upon the Premises without the prior written consent of the City Manager or his/her designee. Requests to make alterations, additions, or improvements must be submitted to the City in writing no less than fifteen (15) business days prior to the desired start date for work.

All City authorized alterations, additions, and improvements shall be done in a good and workmanlike manner and diligently prosecuted to completion, and shall be performed and maintained at USYVL's sole cost and expense in strict accord with all federal, state, county, and local laws, ordinances, codes, and standards relating thereto, including ADA requirements. Performance of work shall be subject to City monitoring and inspection. At City's sole discretion, work may be stopped if it does not conform to City specifications and standards.

Unless otherwise expressly agreed to in writing by the City Manager or his/her designee, any alterations, additions, and improvements shall remain on and be surrendered with the Premises upon the expiration or termination of this Agreement. USYVL shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. USYVL agrees to and shall indemnify, defend, and save City free and harmless against all liability, loss, damage, costs, attorney fees and other expenses of any nature resulting from any USYVL alterations, additions, or improvements to the Premises.

If USYVL discontinues use of Premises for a period of eighteen (18) consecutive months, all improvements to Premises not already owned by City shall become the property of the City unless otherwise authorized by the City Manager or his/her designee in writing.

14. Amplified Sound

USYVL agrees not to use amplified sound without the prior written authorization of the City Manager or his/her designee. USYVL agrees to abide by the provisions regulating amplified sound as set forth in sections 12.16 (Parks and Open Space), and 17.53 (Noise), of the Moorpark Municipal Code.

15. Flammable Material, Waste, and Nuisances

USYVL agrees that it will not place or store any flammable materials on the Premises, that it will not commit any waste or damage, nor suffer any to be done. USYVL also specifically agrees that it will not allow others to take such actions on the Premises. USYVL further agrees that it will keep the Premises clean, free from weeds, rubbish, and debris and in a condition satisfactory to City.

USYVL shall also provide adequate controls for dust, odors, and noise which may emanate from the Premises or from USYVL's activities on adjacent property and take appropriate steps necessary to prevent dust contamination of City's facilities located on, near or adjacent to the Premises. USYVL agrees to take preventative action to eliminate such

dust, odor, noise, or any other nuisance which may disturb the adjacent or nearby community and agrees to be responsible for and to assume all liability for such dust, odor, noise, or other nuisance disturbances. USYVL also agrees that it shall not use amplified sound or field lighting on Premises for any reason, without the prior written consent of the City Manager or his/her designee.

16. Pesticides and Herbicides

USYVL agrees that prior to any application of either pesticides or herbicides, it shall receive written consent from City, and further any pesticide or herbicide applications on the Premises shall be made in accordance with all federal, state, county, and local laws. USYVL further agrees to dispose of any pesticides, herbicides, or any other toxic substances which are declared to be either a health or environmental hazard in such a manner as prescribed by law. This shall include, but shall not be limited to, contaminated containers, clothing, equipment, or any other contaminated material.

17. Hazardous Materials Indemnity

USYVL hereby agrees to indemnify and hold harmless City, and its respective officers, employees, and agents, from and against any and all claims, actions, losses, liabilities, costs and expenses: (a) including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Material on the Premises by USYVL; and (b) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence, or use, generation, storage, release, threatened release, or disposal of Hazardous Materials on the Premises by USYVL. As used in this Section, Hazardous Materials means any flammable explosives, radioactive materials, asbestos, PCBs, hazardous water, toxic substances of related materials, including, without limitation, substances, defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC, Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC, Section 6901, et seq.; the Toxic Substances Control Act, 15 USC, Section 2601, et seq.; any other federal, state, or local law applicable to the Premises; and in the rules and regulations adopted or promulgated under or pursuant to any of said laws. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

18. Entry by City

City may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as City desires to make.

19. Governing Law

USYVL agrees that in the exercise of its rights under this Agreement, USYVL shall comply with all applicable federal, state, county, and City laws and regulations in connection with

its use of the Premises. The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the state of California.

20. Discrimination

USYVL agrees not to discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the Premises.

21. Assignment and Subletting

USYVL shall not assign this Agreement, or any interest therein, and shall not assign use of the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of USYVL excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the City Manager or his/her designee. A consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. This Agreement shall not, nor shall any interest therein, be assignable, as to the interest of USYVL, by operation of law, without the written consent of City. Any assignment or subletting without such consent shall be void, and shall, at the option of the City, terminate this Agreement. No legal title or interest in Premises is created or vested in USYVL by this Agreement.

22. Insolvency or Bankruptcy

If USYVL shall be adjudged bankrupt or insolvent, this Agreement shall thereupon immediately terminate and the same shall not be assignable by any process of law, or be treated as an asset of the USYVL under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency, or by execution or assignment for the benefit of creditors. If any such event occurs, this Agreement shall immediately become null and void and of no effect, and City may thereupon repossess said Premises and all rights of the USYVL thereupon shall cease and terminate.

23. Default or Breach

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice or if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, if USYVL fails to commence to cure within the thirty (30) day period, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

24. Interpretation

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

25. Waiver

A waiver by either party or any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

26. Parties Bound and Benefited

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

27. Condemnation

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by the public authority. If a part only of the Premises should be taken under eminent domain, USYVL shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If USYVL remains in possession, all of the terms hereof shall continue in effect, with the fees payable being reduced proportionately for the balance of the Agreement term.

28. Remedies

In case of the failure or refusal of USYVL to comply with and perform each and all of the terms and covenants on its part herein contained, this Agreement and all rights hereby given shall, at the option of City, cease and terminate, and City shall have the right forthwith to remove USYVL's personal property from the Premises at the sole cost, expense and risk of USYVL, which cost and expense USYVL agrees to pay to City upon demand, together with interest thereon at the maximum rate allowed by law from the date of expenditure by City.

29. Attorney Fees

In case City shall bring suit to compel performance of or to recover for breach of any covenant, agreement or condition herein contained and such suit results in a judgment for City, USYVL will pay to City attorney fees in addition to the amount of judgment.

30. Notices and Payments

All notices required under this Agreement including change of address shall be in writing, and all notices and payments shall be made as follows:

All payments and notices to USYVL shall be given or mailed to USYVL at the address listed below and addressed to the current USYVL Regional Commissioner. It is the responsibility of USYVL to notify City when there has been a change with regard to the individual serving as Regional Commissioner and to provide the City with name, address, and 24-hour contact phone number of the new Commissioner.

Moorpark USYVL
2771 Plaza Del Amo Suite 808
Torrance, CA 90503

All payments and notices to City shall be given or mailed to:

City of Moorpark
City Manager
799 Moorpark Avenue
Moorpark, CA 93021

31. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

32. Gender and Number

For the purpose of this Agreement wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

33. Paragraph Headings

Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

34. Modification

This Agreement may be terminated, extended or amended in writing by the mutual written consent of the parties hereto. Such amendments may be executed by the City Manager on behalf of the City.

35. Venue

This Agreement is made, entered into, executed in Ventura County, California, and any action filed in any court for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

36. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes all previous negotiations and understandings between the parties. There are no representations, warranties or commitments, oral or written, other than those expressly set forth herein.

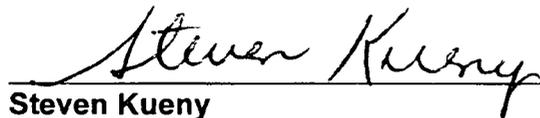
37. Authority to Execute Agreement

The person executing this Agreement on behalf of USYVL warrants and represents that he/she has the authority to execute this Agreement on USYVL's behalf and has the authority to bind USYVL to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF MOORPARK

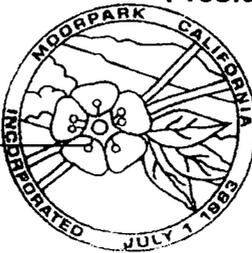
**UNITED STATES YOUTH
VOLLEYBALL LEAGUE**


Steven Kueny
City Manager


Gus Sampras
President

Attest:


Maureen Benson
City Clerk



Attachments: A: Premises
 B: Insurance Requirements

Attachment A
Premises

Mammoth Highlands Park, Athletic Field

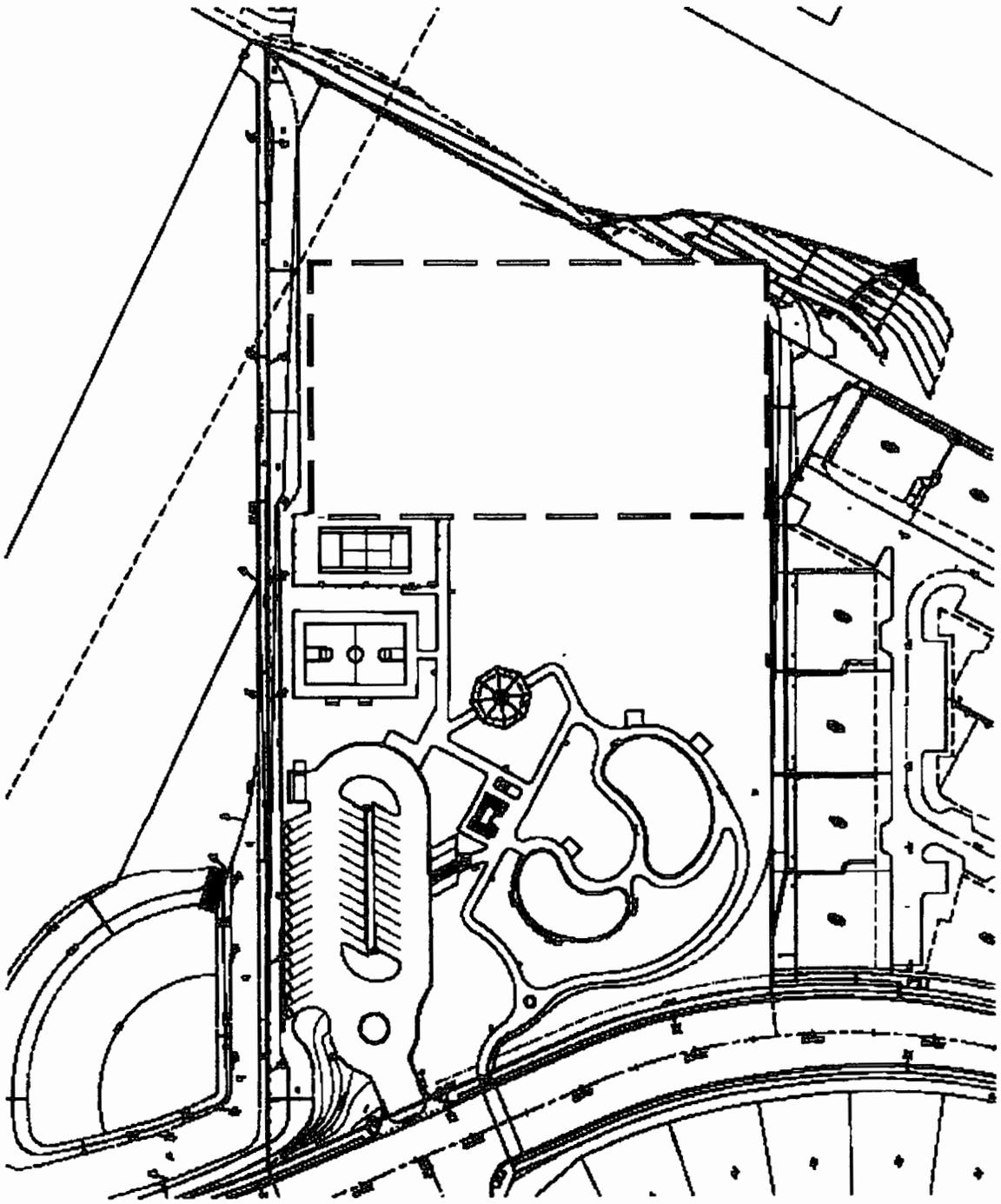


Exhibit B Insurance Requirements

USYVL shall secure, pay for, and maintain in full force and effect for the duration of this Agreement a policy of comprehensive insurance as detailed below from a good and responsible company or companies authorized to do insurance business in the State of California, with a Best Rating / FPR of no less than A-. Policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of amendment or cancellation of such policy for any reason whatsoever, City shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the amendment or cancellation is effective. USYVL shall furnish a Certificate of Liability Insurance and Insurance Endorsement to the City within thirty (30) days of execution of this Agreement. USYVL agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City of Moorpark and its officials, employees, and agents.

1. GENERAL LIABILITY INSURANCE

Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

- A. Include City of Moorpark as additional insured, whether liability is attributable to USYVL or City.
- B. Provide a minimum of \$1,000,000.00 commercial general liability coverage, and shall be written on an occurrence basis.
- C. {Organization Name}'s policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess and shall not contribute to it.

2. AUTO INSURANCE

Business Auto Coverage, on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto), or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If USYVL owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If USYVL or {Organization Name}'s employees or volunteers will use personal autos in any way during the performance of this Agreement, USYVL shall provide evidence of personal auto liability for each such person.

3. WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance, on a state-approved policy form providing statutory benefits as required by law. USYVL shall furnish a Certificate of Insurance to the City within thirty (30) days of execution of this agreement by City.

4. SEXUAL ABUSE

Sexual Abuse insurance, with limits of no less than \$1,000,000.00, and written on an occurrence basis.

**AMENDMENT NO. 1 TO THE
AGREEMENT BETWEEN THE CITY OF MOORPARK AND
UNITED STATES YOUTH VOLLEYBALL LEAGUE
FOR USE OF CITY FACILITIES**

THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California (hereinafter "City") and UNITED STATES YOUTH VOLLEYBALL LEAGUE, a nonprofit organization (hereinafter "USYVL").

WITNESSETH

Whereas, on August 1, 2012, City and USYVL entered into an Agreement for the use of certain real property and associated facilities and equipment at Mammoth Highlands Park; and

Whereas, one of the conditions to retain rights under the Agreement is to register and maintain a minimum of seventy-five (75) players; and

Whereas, USYVL has been unable to register and maintain the minimum number of required players; and

Whereas, USYVL wishes to retain rights under the Agreement, and City has agreed to modify the conditions of the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 6, General Conditions, Letter B, is amended by replacing this paragraph in its entirety as follows:

"In order to retain rights under this Agreement, a minimum of 80% of participants must reside within Moorpark city limits. USYVL shall provide City with a registration roster, including street addresses and zip codes, of participants registered in the program for the purpose of verifying minimum player and residency requirements. Rosters shall be returned to USYVL after review by City. In lieu of a printer roster, USYVL may provide City staff with access to their registration data base. Rosters and/or data base access shall be provided to City within five (5) business days of the close of registration for each season, and with the submission of the "Youth Sports Organization Information Sheet.""

II. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF:

CITY OF MOORPARK:

UNITED STATES YOUTH
VOLLEYBALL LEAGUE

Steven Kueny,
City Manager

Gus Sampras
President

Attest:

Maureen Benson
City Clerk