

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 
BY: Stephanie Anderson, Senior Management Analyst

DATE: May 27, 2015 (Meeting of June 3, 2015)

SUBJECT: Consider Youth Sports Organization Use Agreements and Fees for Use of City Facilities

BACKGROUND

For several years, the City Council has approved special use agreements for certain Moorpark youth sports organizations. Prior to 2012, these use agreements allowed the organizations to use City sports facilities for their official games and practices at a fee of \$1.00 per year for park facilities, and at a significantly reduced rate for the gymnasium. The agreements also gave priority use to these organizations, and allowed them to perform certain maintenance on, and enhancements to, City park facilities.

On April 18, 2012, the City Council approved new youth sports organization use agreements ("Agreements") which included hourly fees for use of park facilities and non-resident fees for players who reside outside of Moorpark City limits. These fees were established to reimburse the City for a portion of the maintenance costs associated with the park facilities used by the youth sports organizations. The 2012 Agreements also established consistent requirements and criteria for use under the Agreements. These criteria included non-profit status of the organization, minimum number of players required, residency and age of players, field allocations, and maximum length of seasons and number of tournaments allowed under the Agreements. The current fee schedule approved by the City Council in 2012 for use of City athletic fields and ball fields follows:

- \$7.00/hour for athletic fields; \$5.00/hour for softball/baseball fields.

Youth sports organizations with Agreements currently include American Youth Soccer Organization (AYSO), Moorpark Little League (MPLL), Moorpark Girls Softball Association (MGSA), United States Youth Volleyball League (USYVL), Moorpark

Soccer Club (MSC) and Moorpark Packers Youth Football (now Moorpark Musketeers Youth Football and Cheer).

DISCUSSION

As the current Agreements expire on June 30, 2015, staff is requesting the Council approve new three year Agreements, including new fee schedules. This item was presented to the Transportation and Public Works Committee (Committee) at a special meeting on May 5, 2015 (agenda report attached.) AYSO, MPLL, MGSA, MSC and the Moorpark Musketeers Youth Football were represented at the Committee meeting. The Committee recommended the fee schedule proposed by staff for use of City athletic and ball fields under an Agreement:

Year 1 (use between July 1, 2015, and June 30, 2016):

- \$7.00/hour for athletic fields; \$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

- \$8.00/hour for athletic fields; \$5.50/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

- \$8.00/hour for athletic fields; \$5.50/hour for softball/baseball fields

Staff also recommends retaining the following fees for use of City facilities under an Agreement:

- Non-resident fee (equivalent to the SFE assessment fee, charged once per family per organization per fiscal year.)
- Snack bar fee: \$1,000 flat rate per fiscal year.

Staff recommends adding the following application and payment schedule for use of City facilities under an Agreement:

- Applications for use under an Agreement must be received by City staff no less than thirty (30) days prior to the start of a season or tournament in order to qualify for use under the Agreement, including the reduced fees as described in the Agreements.
- One hundred dollars (\$100) due at time of application.
- Fifty percent (50%) payment due within five (5) business days of issuance of permit for seasonal uses. Balance of payment due within ten (10) business days of start of season.
- Full payment due within five (5) business days of issuance of a permit for tournaments.

Fees as defined in the Park Rental Fees resolution would apply to any use of City facilities by a youth sports organization that is outside the parameters of the Agreement.

In addition to the fee modifications described above, staff recommends the following changes to the Agreements:

1. Minimum number of players required: Currently, youth sports organizations are required to register and maintain a minimum of seventy-five (75) players to be eligible for use of City facilities under an Agreement. This minimum was established to ensure these organizations have sufficient participants to merit the priority use and reduced fees an Agreement provides. Staff recommends reducing it to fifty (50) players for volleyball and maintaining the seventy-five (75) player minimum requirement for all other sports.

2. Maximum Field and/or facility allocations: The 2012 Agreements established maximum field allocations consistent with the "Moorpark Parks and Recreation Master Plan" standards:

- Football: Practice: 1 field per 12 teams; Games: 1 field per 6 teams
- Soccer: Practice: 1 field per 18 teams; Games: 1 field per 12 teams
- Baseball/Softball: Practice and Games: 1 field per 12 teams

Some youth sports organizations have requested an increase in the field allocations in order to allow sufficient practice time for teams, particularly during the late fall and early spring months when sunset is earlier. Staff recommends modifying the field allocations to 1 field per 8 teams for softball and baseball. Field allocations for all other sports would remain the same.

3. Maximum use allowed under agreements: Currently, the amount of use allowed under an Agreement is limited to twenty-four (24) weeks per year for primary and secondary season play. Specific time frames have also been established for each organization's primary and secondary season. The Agreements also allow for two (2) tournaments per year. These limits were established based on the typical length of the youth sports organizations' seasons, the need to allow time for field refurbishment and maintenance, and to ensure adequate access to fields for the general public. Youth sports organizations have requested an increase in maximum use allowed in order to accommodate expansions in their programs. Staff recommends allowing a maximum of forty-two (42) weeks per year, and eliminating defined time frames for the primary and secondary seasons. Staff also recommends allowing up to three (3) tournaments per year to allow for additional fund raising opportunities. The hourly field rental cost for tournaments is the same fee schedule for regular use of the fields under the respective Agreements.

STAFF RECOMMENDATION Roll Call Vote

- 1) Approve Youth Sports Organization Use Agreements for the term of July 1, 2015 through June 30, 2018 with staff recommendations as contained in the agenda report, subject to final language approval by the City Manager and authorize the City Manager to sign the Agreements; and
- 2) Approve Fee Schedule for use of City facilities under a Youth Sports Organization Use Agreement with staff recommendations as contained in the agenda report.

Attachments:

- 1) Transportation and Public Works Committee Agenda Report: Consider Youth Sports Organization Fees for Use of City Facilities
- 2) Summary of Youth Sports Organization Field Use Payments
- 3) Draft Youth Sports Organization Use Agreements

ATTACHMENT 1

TRANSPORTATION AND PUBLIC WORKS COMMITTEE AGENDA REPORT

TO: Transportation and Public Works Committee

COPY TO: City Council, Parks and Recreation Commission, Youth Sports Liaison, City Manager

FROM: Jeremy Laurentowski, Parks and Recreation Director *JL*

DATE: Special Meeting of May 5, 2015

SUBJECT: Consider Youth Sports Organization Fees for Use of City Facilities

BACKGROUND & DISCUSSION

In 2012, the City Council approved special use agreements for certain Moorpark youth sports organizations. These use agreements allow the organizations exclusive use of City sports facilities for their official games and practices at significantly reduced rates. The agreements also give priority use to these organizations and allow them to perform certain maintenance on, and enhancements to, City outdoor sports facilities. Youth sports organizations with use agreements include American Youth Soccer Organization (AYSO), Moorpark Little League (MPLL), Moorpark Girls Softball Association (MGSA), United States Youth Volleyball League (USYVL), and the Moorpark Soccer Club (MSC).

Demand for use of the City's sports fields for City-sponsored programs, youth sports organizations, and by the general public, continues to increase. The increases in field use has resulted in increases in maintenance costs required to improve turf conditions, maintenance issues, and scheduling conflicts. In an effort to improve declining turf conditions, the City has recently established a field maintenance schedule, allowing time for the fields to rest, and providing staff with the opportunity to renovate and maintain the fields. In 2012, the City Council enacted a field rental policy, establishing guidelines on the rental of City sports fields. While this action has improved the quality of the fields and allows for appropriate maintenance of turf, it has reduced the number of fields available for rental use at any given time and restricts some fields to certain types of rental use.

Additionally, the City is faced with continuing constraints on funding for park maintenance. The proposed FY 2015/16 operating budget for park maintenance is estimated at approximately \$2,460,000, including capital improvement costs. The Single Family Equivalent (SFE) assessment rate which was initiated as a direct result of

Proposition 218 and ballot measures supported by the residents of Moorpark in 1999, is currently set at \$57.38. This assessment will generate approximately \$760,730 for park maintenance. However, this assessment only contributes approximately 24% of the overall parks operating budget, and will require approximately \$1,700,000 of funding contributions from the General Fund.

On January 17, 2014, Governor Jerry Brown declared a drought emergency in the State of California and urged Californians to voluntarily reduce water consumption by at least 20%. The winter of 2015 has now been documented as the driest winter in California on record. On April 1, 2015, Governor Brown signed Executive Order B-29-15 ("Order") which called for the first ever statewide mandatory water reductions. The Order directs mandatory water reductions of 25% statewide using 2013 water use as a baseline for reduction. In addition, the Order contains several other provisions that also impact City operations directly, including a requirement to remove 50 million square feet of lawn and replace it with drought tolerant landscaping.

The State Water Resources Control Board ("SWRCB") has been tasked with implementing the Order and has drafted emergency regulations to carry out the requirements of the Order. The proposed framework sets up tiers of water reduction under which the various urban water suppliers must meet conservation standards, ranging from 8% to 36%, in order to achieve the statewide mandatory reduction target of 25%. The tiers are based upon three months of summer residential gallons-per-capita-per-day data (R-GPCD) (July-September). The tier system is designed to reflect past conservation efforts. Water suppliers that have reduced use prior to the drought will have lower R-GPCD and a lower conservation standard than water suppliers with similar factors where R-GPCD remains high. Currently, Ventura County Waterworks District #1 (VCWWD), the City of Moorpark's water supplier, is in conservation Tier 8, which calls for a 32% reduction in potable water use.

VCWWD has stated that due to the severe drought conditions and regulations of the SWRCB, water costs will most likely increase exponentially to the end users, due to a loss of revenue in FY 2015/16 and future years. The baseline production costs of water will remain the same, regardless of the output. However, revenue will decrease dramatically. VCWWD is concerned that revenue will not be able to cover operational expenses, thus increases in water costs, most like through a revised tier allocation, are imminent.

In addition to various water conservation efforts, such as low flow restroom fixtures and the installation of water saving irrigation equipment, staff's response to the Order will most likely come in the form of turf removals, a large portion of which will be within the City park system. On February 19, 2014, staff prepared an agenda report for the City Council describing the need to initiate a citywide plan to reduce the turf in all the City parks, Landscape Maintenance Districts (LMD's), and miscellaneous City properties by a minimum of 10%. However, due to the continued severe drought conditions and the Governor's recent Order, staff's original 10% goal will need to be re-evaluated. The City of Moorpark has established a long standing goal of water conservation that got

underway in FY 2009/10, when the City accomplished an overall water savings of 16.5% in the City parks and LMD's. However, based on the continued water reductions due to water saving irrigation controllers and other staff efforts to further reduce water, increased water reductions at this point in time would be detrimental to our ornamental landscape areas and would have severe results to our urban forest. Staff believes that the only way to accomplish a water reduction goal of 32% will be through a reduction in landscape areas, primarily turf and high water use streetscapes. Staff intends to evaluate every park and will prepare a turf conversion plan to identify alternative uses for these area and water saving strategies. Ultimately, the reduction in turf may ultimately reduce the area of useable park space for recreational activities.

Additionally, in 2014, the Fox Canyon Groundwater Management Agency adopted Emergency Ordinance E (Ordinance), in response to Governor Brown's January, 2014 proclamation declaring a drought emergency in the State of California. The Ordinance sets Temporary Extraction Allocations (TEA) based on an operator's average annual reported extractions of well water. The Ordinance called for a phased reduction in groundwater extractions of 20% beginning on July 1, 2014. If an operator fails to reduce their groundwater extractions by the prescribed amount, they will be subject to an extraction surcharge for the amount of water that was extracted over the TEA. The first reduction will reduce well extractions by 10%. Further reductions of 5% will occur every 6 months thereafter, arriving at the full reduction of 20% in January 1, 2016. Arroyo Vista Community Park (AVCP) is watered through well water and subject to the provisions of the Ordinance.

The City of Moorpark's TEA has been established at 66.0 acre feet of water, resulting in a ground water allocation of approximately 53 acre feet in 2016 for operations at AVCP. The average well water use during a normal year is approximately 72 acre feet/year. However, over the last several years, the City used approximately 100 acre feet of water to irrigate the sport fields at AVCP due to turf renovation practices. Staff will be proposing to the City Council a water budget of \$50,000 for FY 2015/16 to accommodate for overages in water use at AVCP. Historically, water costs at AVCP have been nominal due to unrestricted use of the well water. In order eliminate the new costs associated with well water the City would need to reduce water use by approximately 50%.

On February 5, 2014, the City Council approved staff's recommendation to install a variable frequency drive (VFD) system to help alleviate many of the irrigation system inefficiencies at AVCP. This was completed in 2014 at cost of approximately \$60,000. In addition to a preferred turf management system, staff estimated that this system would save a minimum of 5% in irrigation water use. This estimate may be somewhat conservative, as the VFD system will enable staff to efficiently schedule the irrigation system based on actual turf needs, rather than the pump system parameters, and will eliminate many of the flooding problems due to overwatering. Staff also intends to install irrigation controllers that are based on evapotranspiration rates (ET_o) in an effort to reduce additional water consumption and feels confident that a 15% reduction in well water use can be achieved. Staff also believes that approximately 10% of the turf can

be removed without any impacts to the overall recreational benefits at AVCP. Staff is in the process of preparing a plan to repurpose turf areas and incorporate them into trails, and natural landscape areas. In addition to the water saving techniques previously mentioned, approximately 25% of the turf athletic fields would need to be removed to avoid future water costs. However, staff believes that the benefits of the turf fields from a recreational perspective outweigh the newly imposed costs of well water and does not recommend removing athletic fields at this time.

As mentioned previously, the City's largest park, Arroyo Vista Community Park, which encompasses approximately 65 acres, is irrigated by well water. Staff estimates that the cost of well water use will be approximately \$50,000 annually due to the water use restrictions outlined in the new water Ordinance. The proposed FY 2015/16 water budget for all City parks is approximately \$456,000, and will most likely increase in FY 2016/17. Peach Hill Park, Mammoth Highlands Park, Campus Canyon Park, Miller Park, and Arroyo Vista Community Park are the primary parks utilized by sports organizations. The proposed FY 2015/16 budget for these parks is approximately \$214,000 annually, an increase of approximately 34%. A six year summary of these costs follows:

Six Year Water Budget Summary:						
Park	FY 2009/10	FY 2010/11	FY 2011/12	FY 2013/14	FY 2014/15	*FY 2015/16
Peach Hill Park	\$ 15,000	\$ 27,000	\$ 31,050	\$ 33,000	\$ 37,000	\$ 39,200
Mammoth Highlands Park	\$ 20,000	\$ 25,000	\$ 38,250	\$ 41,500	\$ 46,500	\$ 49,300
Campus Canyon Park	\$ 24,100	\$ 20,000	\$ 23,000	\$ 25,000	\$ 29,400	\$ 31,100
Miller Park	\$ 28,350	\$ 30,000	\$ 34,500	\$ 37,500	\$ 42,000	\$ 44,500
Arroyo Vista Community Park	\$ 3,450	\$ 4,500	\$ 4,500	\$ 4,500	\$ 5,000	\$ 50,000
Total	\$ 90,900	\$ 106,500	\$ 131,300	\$ 141,500	\$ 159,900	\$ 214,100
* Draft FY 2015/16 budget						

On April 18, 2012, the City Council approved a fee structure that would be charged to youth sports organizations for the specific time allocation that the athletic fields are used under their respective agreements. The fee structure was not only established to help offset rising maintenance costs, but also allows priority and exclusive use of the athletic fields at a reduced rate, as compared to other rental groups. The fee structure approved by the City Council follows:

2012, 2013, 2014, 2015 City Council Approved Fee Schedule:		
Year	Athletic Field	Softball/Baseball Field
2012	\$ 3.00	\$ 2.00
2013	\$ 5.00	\$ 3.00
2014	\$ 7.00	\$ 5.00
2015	\$ 7.00	\$ 5.00
July 1, 2012 through June 30, 2015		

Over the last several years, staff has reduced the Scope of Work of the parks maintenance contract to include the following items:

- Turf aeration has been removed (this maintenance procedure is completed by our in-house staff and has been scheduled for each park over the course of a year).
- Mowing has been reduced to two times a month from late fall through early spring, and four times a month during the summer at Peach Hill Park, Mammoth Highlands Park, Campus Canyon Park, Miller Park, and Arroyo Vista Community Park. Mowing is reduced to two times a month at all other parks.
- Turf fertilization has been reduced from six times a year, to four times a year.
- Shrub fertilization has been reduced from four times a year, to two times a year.
- The park tree maintenance budget has been reduced by 50%.

Staff has made the following adjustments to our in-house maintenance schedule to supplement necessary maintenance activities and invested in equipment to reduce direct costs in the long term:

- Consistent water reductions since in 2009.
- Purchased a tractor and aerator in 2011 to continue aeration and maintenance of sports fields (Investment: \$36,000). Maintenance of all sports fields has been coordinated with the local sports organizations and will be scheduled around league use throughout the year.
- Purchased irrigation controllers that utilize real time evapotranspiration (ETo) data at Peach Hill Park and Mammoth Park in 2011 in an effort to continue to reduce water consumption (Investment: \$40,000)
- Turf renovation at Arroyo Vista Community Park has been completed annually since 2011 (Initial cost: \$124,000. A \$15,000 contribution from AYSO in 2011 helped offset this cost. Annual Cost: \$45,000)
- Initiated a park mulching program (Cost: \$0, bark mulch is provided by our contract tree trimming company and labor is provided by our contract landscape maintenance company)
- Turf renovation at Campus Canyon Park is in progress. (Initial cost: \$10,000. Moorpark Soccer Club has agreed to contribute \$1,500 to help offset this cost)

Staff is also working on several future projects to reduce direct costs associated with water use and maintenance activities as funding allows:

- Turf conversion plan with a minimum goal of 32% turf reduction in all City parks. (Estimated cost savings: \$72,000 per year). In 2013 and 2014, 30,000 s.f. of turf was removed at Mammoth Highlands Park. In 2015, 27,000 s.f. of turf was removed at Glenwood Park, 6,700 s.f. of turf at Country Trail Park and 21,000 s.f. of turf was removed at Tierra Rejada Park.

- Installation of water saving irrigation equipment such as flow meters and irrigation heads with low precipitation rates.
- Eto based irrigation controllers are proposed for the remaining parks in 2012. (Estimated cost is \$240,000).

Staff has calculated the average hourly costs, on a per-acre per-hour basis, based on the proposed FY 2015/16 parks operating budget as summarized below (see Attachment 1, Sports Field Maintenance Cost Detail):

SUMMARY: FIELD USE HOURLY COST/ACRE – Based on draft FY 2015/16 budget			
Unallocated Costs - 151 acres			Cost
All parks			\$ 1,241,612.00
		Sub-Total	\$ 1,241,612.00
	Total Park Unallocated Costs/Acre		\$ 8,222.60
	(Cost allocation based on total park acreage, 151 acres)		
Park Maintenance Costs - 97 acres			Cost
Arroyo Vista Community Park			\$ 310,100.00
Miller Park			\$ 95,778.00
Peach Hill Park			\$ 106,895.00
Campus Canyon Park			\$ 51,814.00
Mammoth Park			\$ 96,855.00
		Sub-Total	\$ 661,442.00
	Total Park Annual Maintenance Costs/Acre		\$ 6,819.00
	(Cost allocation based on total sports park acreage, 97 acres)		
	Total Cost per Acre		\$ 15,041.00
	Total Cost Per Acre/Hour		\$ 5.46
	(Based 2756 hours)		
	Total Cost Per Sports Field/Hour		\$ 8.08
	(Sports Field = 110 yards x 65 yards = 1.48 Acres)		

Staff recommends that the youth sports organizations pay a fee for exclusive use of the fields on a per-field per-hour basis. Based on the above cost analysis, staff recommends assessing a fee of \$5.50/hour per acre of field, and \$8.00/hour per athletic field. In order to allow organizations time to adjust budgets and registration fees, staff recommends maintaining the current fee structure of \$5.00/hour per acre and \$7.00/hour per athletic field, until after the first year of the three year contractual term. After the first year, the fees would be adjusted to the full fee schedule:

2015, 2016, 2017, 2018 Proposed Fee Schedule:		
Year	Athletic Field	Softball/Baseball Field
2015	\$ 7.00	\$ 5.00
2016	\$ 8.00	\$ 5.50
2017	\$ 8.00	\$ 5.50
2018	\$ 8.00	\$ 5.50
July 1, 2015 through June 30, 2018		

Although there does not seem to be any consistency on how other Cities or Park Districts determine field use fees, the following is a summary of comparable costs:

Rancho Simi Recreation and Park District (RSPRD):

- Softball, football and lacrosse (resident): \$1,000/field per-year for unlimited use. \$20/hr. tournaments.
- Softball, football and lacrosse (non-resident): \$10/hr. field use, \$20/hr. tournaments
- Girls softball: Paid \$350,000 to build Facility. They do not pay use fees at this time. \$1,000/field per-year at other facilities.
- Little League: Paid \$40,000 to build the challenger field. They do not pay use fees at this time. \$1,000/field per-year at other facilities.
- Soccer: \$10/1.5 hours for leagues with min. 75% Simi residency. \$20/hour for leagues <75% residency. \$40/hr. tournaments.

Conejo Recreation and Park District (CRPD):

- The maintenance cost per organization is not uniform either in frequency or in cost.
- Field use: \$18/hr. (non-resident)
- Field use: \$4.50/hr. (resident)
- Field use: \$9.00/hr. (club teams)

Pleasant Valley Recreation and Park District (PVRPD):

- Soccer: \$30,000/year for club teams and \$40,000/year for AYSO.
- Softball: \$30,000/yr. for maintenance.
- Lights are a separate fee.
- Tournaments: No fee for Soccer. \$13/hr. Sunday travel teams

STAFF RECOMMENDATION

- 1) Recommend to the City Council the Fee Schedule for use of City facilities under a Youth Sports Organization Use Agreement with staff recommendations as contained in the agenda report.

Attachments:

1. Sports Field Maintenance Cost Detail

ATTACHMENT 1

CITY OF MOORPARK - SPORTS FIELD MAINTENANCE COST DETAIL

Arroyo Vista Community Park, Miller Park, Peach Hill, Mammoth Highlands, Campus Canyon Park

Based on draft FY 2015/16 budget

PARKS (Regular Season Sports Use)	Turf Acres	Park Acres
Arroyo Vista	44	69
Miller Park	5.25	7
Peach Hill	7	10
Campus Canyon	4.5	5
Mammoth Highlands	4.5	6
	Sub-total	65.25
	Total acres 'all' City Parks	151
PARK UNALLOCATED COSTS:		
Salaries, Benefits & Administration		\$ 1,084,252.00
Contractual Services		\$ 10,950.00
Legal Services		\$ 2,000.00
Overhead Alloc-Services		\$ 11,954.00
Office Supplies		\$ 500.00
Shop and Operating Supplies		\$ 8,000.00
Special Dept. Supplies		\$ 2,000.00
Small tools		\$ 1,500.00
Subscriptions		\$ 350.00
Membership and dues		\$ 2,600.00
Education and training		\$ 1,000.00
Conferences and meetings		\$ 1,250.00
Mileage		\$ 1,860.00
Advertising		\$ 750.00
Equipment Maintenance		\$ 7,500.00
Property Maintenance		\$ 1,500.00
Vehicle Maintenance		\$ 13,600.00
Gasoline/Diesel		\$ 24,200.00
Overhead Alloc-Supplies		\$ 49,975.00
Telephone Service		\$ 1,468.00
Cellular Phone		\$ 1,282.00
Collection Admin Fee		\$ 1,800.00
Overhead Alloc-Utilities		\$ 4,451.00
Vehicles & Turf Equipment Depreciation		\$ 6,870.00
	Sub-Total Unallocated Costs	\$ 1,241,612.00

PARK SPECIFIC MAINTENANCE COSTS:			
ARROYO VISTA COMMUNITY PARK			
Arroyo Vista Community Park (Annual Park Maintenance Costs) - 69 acres			
Irrigation Equipment Depreciation			\$ 3,479.00
Contractual	Dial Security (\$3,750, 50% MUSD)		\$ 1,875.00
Special Dept. Supplies			\$ 2,500.00
Equipment Rental s			\$ 750.00
Property Maintenance			\$ 81,800.00
Tree Trimming			\$ 7,500.00
Landscape Services	Contract Landscape Company		\$ 120,196.00
Electricity	Pump		\$ 21,000.00
Water			\$ 70,000.00
Pay Phone			\$ 1,000.00
Sub-Total AVCP Annual Park Maint. Cost			\$ 310,100.00
MILLER PARK			
Miller Park (Annual Park Maintenance Costs) - 7 acres			
Special Dept. Supplies			\$ 2,000.00
Equipment Rental s			\$ 250.00
Property Maintenance			\$ 32,000.00
Tree Trimming			\$ 1,100.00
Landscape Services	Contract Landscape Company		\$ 12,528.00
Electricity			\$ 3,400.00
Water			\$ 44,500.00
Sub-Total Miller Annual Park Maint. Cost			\$ 95,778.00
PEACH HILL PARK			
Peach Hill (Annual Park Maintenance Costs) - 10 acres			
Irrigation Equipment Depreciation			\$ 1,269.00
Equipment Rental			\$ 750.00
Property Maintenance			\$ 40,000.00
Tree Trimming			\$ 1,100.00
Landscape Services	Contract Landscape Company		\$ 21,276.00
Electricity			\$ 3,300.00
Water			\$ 39,200.00
Sub-Total Peach Hill Annual Park Maint. Cost			\$ 106,895.00
CAMPUS CANYON PARK			
Campus Canyon (Annual Park Maintenance Costs) - 5 acres			
Property Maintenance			\$ 11,800.00
Tree Trimming			\$ 500.00
Landscape Services	Contract Landscape Company		\$ 7,464.00
Electricity			\$ 950.00
Water			\$ 31,100.00
Sub-Total Campus Canyon Annual Park Maint. Cost			\$ 51,814.00

MAMMOTH HIGHLANDS PARK			
Mammoth Highlands (Annual Park Maintenance Costs) - 6 acres			
Irrigation Equipment Depreciation			\$ 1,087.00
Property Maintenance			\$ 14,600.00
Special Benefit Assessment			\$ 17,600.00
Landscape Services	Contract Landscape Company		\$ 10,968.00
Electricity			\$ 3,300.00
Water			\$ 49,300.00
	Sub-Total Mammoth Park Annual Park Maint. Cost		\$ 96,855.00
SUMMARY: HOURLY COST/ACRE			
Unallocated Costs - 151 acres			Cost
All parks			\$ 1,241,612.00
		Sub-Total	\$ 1,241,612.00
	Total Park Unallocated Costs/Acre		\$ 8,222.60
	(Cost allocation based on total park acreage, 151 acres)		
Park Maintenance Costs - 97 acres			Cost
Arroyo Vista Community Park			\$ 310,100.00
Miller Park			\$ 95,778.00
Peach Hill Park			\$ 106,895.00
Campus Canyon Park			\$ 51,814.00
Mammoth Park			\$ 96,855.00
		Sub-Total	\$ 661,442.00
	Total Park Annual Maintenance Costs/Acre		\$ 6,818.99
	(Cost allocation based on total sports park acreage, 97 acres)		
	Total Cost per Acre		\$ 15,041.59
	Total Cost Per Acre/Hour		\$ 5.46
	Based on 2756 total hours		
	Standard time: 4 hours M-F, 13 hours Sat & Sun		
	Day Light Saving Time: 6 hours M-F, 15 hours Sat & Sun		
	Total Cost Per Sports Field/Hour		\$ 8.08
	(Sports Field = 110 yards x 65 yards = 1.48 Acres)		

ATTACHMENT 2

Summary of Youth Sports Organization Park Facility Use Payments, 2009 to 2014

AYSO	2009	2010	2011	2012	2013	2014
Primary Season Enrollment	1401	1300	1250	1233	1236	1249
Secondary Season Enrollment	0	0	0	75	118	336
Fee to Play	\$ 90.00	\$ 100.00	\$ 110.00	\$ 110.00	\$ 110.00	\$110-\$135
Rental Use (Group 2 Rates)	\$ 6,950.00	\$ 6,115.00	\$ 11,275.00	\$ 7,830.00	\$ 16,129.00	\$ 14,830.00
Spring Season	\$ -	\$ -	\$ -	\$ -	\$ 528.00	\$ -
Spring Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,790.00
Fall Season	\$ 1.00	\$ 1.00	\$ 1.00	\$ 8,942.50	\$ 11,804.50	\$ 18,198.50
Fall Season Non Allocated	\$ -	\$ -	\$ -	\$ 2,965.00	\$ -	\$ 490.00
Field Lights	\$ -	\$ 3,820.00	\$ 3,565.00	\$ 2,475.00	\$ 2,200.00	\$ 5,937.50
Non Resident Fees	\$ -	\$ -	\$ -	\$ 3,343.23	\$ 4,216.21	\$ 4,300.00
Other Fees	\$ 1,000.00	\$ -	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00
Tournaments	\$ -	\$ -	\$ -	\$ 954.00	\$ 3,304.00	\$ 1,850.00
TOTAL ALL FEES	\$ 7,951.00	\$ 9,936.00	\$ 15,891.00	\$ 27,509.73	\$ 39,181.71	\$ 50,796.00

MGSA	2009	2010	2011	2012	2013	2014
Primary Season Enrollment	281	272	246	174	206	185
Secondary Season Enrollment	120	95	110	77	63	*
Fee to Play	\$ 130.00	\$ 130.00	\$ 140.00	\$ 140.00	\$ 155.00	\$125-\$155
Rental Use (Group 2 Rates)	\$ 155.00	\$ -	\$ -	\$ 270.00	\$ 1,352.50	\$ 305.00
Spring Season	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1,991.00	\$ 2,367.00
Spring Season Non Allocated	\$ -	\$ -	\$ -	\$ 60.00	\$ 2,512.50	\$ 11,152.50
Fall Season	\$ -	\$ -	\$ -	\$ 392.00	\$ 398.00	\$ -
Fall Season Non Allocated	\$ -	\$ 50.00	\$ -	\$ 5,242.50	\$ 4,290.00	\$ 4,140.00
Field Lights	\$ 80.00	\$ 200.00	\$ 120.00	\$ -	\$ 75.00	\$ 281.25
Non Resident Fees	\$ -	\$ -	\$ -	\$ 442.08	\$ 638.71	\$ 549.55
Other Fees	\$ 1,300.00	\$ 1,332.25	\$ 1,625.00	\$ 1,100.00	\$ 1,120.00	\$ 1,085.00
Tournaments	\$ -	\$ -	\$ -	\$ -	\$ 1,081.00	\$ -
TOTAL ALL FEES	\$ 1,536.00	\$ 1,583.25	\$ 1,746.00	\$ 7,507.58	\$ 13,458.71	\$ 19,880.30

MPLL	2009	2010	2011	2012	2013	2014
Primary Season Enrollment	600	576	490	469	400	226
Secondary Season Enrollment	0	0	0	0	0	0
Fee to Play	\$ 195.00	\$ 200.00	\$ 240.00	\$ 250.00	\$ 225.00	\$175-\$225
Rental Use (Group 2 Rates)	\$ -	\$ -	\$ -	\$ -	\$ 55.00	\$ -
Spring Season	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1,198.00	\$ 5,488.00
Spring Season Non Allocated	\$ -	\$ 440.00	\$ -	\$ -	\$ 8,355.00	\$ -
Fall Season	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fall Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Lights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non Resident Fees	\$ -	\$ -	\$ -	\$ -	\$ 138.15	\$ 774.56
Other Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tournaments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FEES	\$ 2.00	\$ 441.00	\$ 1.00	\$ 1.00	\$ 9,746.15	\$ 6,262.56

	2009	2010	2011	2012	2013	2014
MSC						
Primary Season Enrollment	252	172	150	172	93	120
Secondary Season Enrollment	252	60	75	165	172	93
Fee to Play	\$ 500.00	\$ 500.00	\$ 325.00	\$ 325.00	\$ 400.00	\$375-\$410
Rental Use (Group 2 Rates)	\$ 355.00	\$ 355.00	\$ 135.00	\$ 2,997.50	\$ 3,187.50	\$ 1,697.50
Spring Season	\$ -	\$ -	\$ -	\$ -	\$ 274.00	\$ 437.50
Spring Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 2,317.50
Fall Season	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1,197.00	\$ 1,872.50	\$ 1,491.00
Fall Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ 460.00	\$ 555.00
Field Lights	\$ -	\$ -	\$ 220.00	\$ -	\$ 1,475.00	\$ 1,987.50
Non Resident Fees	\$ -	\$ -	\$ -	\$ 1,547.28	\$ 844.95	\$ 900.00
Other Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tournaments	\$ 375.00	\$ 1,310.00	\$ -	\$ 917.00	\$ 570.00	\$ -
TOTAL ALL FEES	\$ 731.00	\$ 1,666.00	\$ 356.00	\$ 6,658.78	\$ 10,183.95	\$ 9,386.00

	2009	2010	2011	2012	2013	2014
Packer Football						
Primary Season Enrollment	175	185	211	240	201	*
Secondary Season Enrollment	0	0	0	0	0	0
Fee to Play	\$ 345.00	\$ 325.00	\$ 350.00	\$ 360.00	\$ 375.00	\$250-\$400
Rental Use (Group 2 Rates)	\$ -	\$ 225.00	\$ 305.00	\$ -	\$ -	\$ -
Spring Season	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Spring Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fall Season	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1,770.00	\$ 1,435.00	\$ 1,358.00
Fall Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050.00
Field Lights	\$ 990.00	\$ 1,440.00	\$ 965.00	\$ 1,925.00	\$ 1,400.00	\$ 2,250.00
Non Resident Fees	\$ -	\$ 800.00	\$ -	\$ 1,077.57	\$ 1,126.61	\$ 1,200.00
Other Fees	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -
Tournaments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FEES	\$ 1,791.00	\$ 2,466.00	\$ 1,271.00	\$ 4,772.57	\$ 3,961.61	\$ 5,858.00

	2009	2010	2011	2012	2013	2014
USYVL						
Primary Season Enrollment	106	101	95	94	75	71
Secondary Season Enrollment	78	89	86	79	59	*
Fee to Play	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 130.00	\$150
Rental Use (Group 2 Rates)	\$ -	\$ 155.00	\$ 125.00	\$ 250.00	\$ -	\$ 235.00
Spring Season	\$ 1.00	\$ 1.00	\$ 5.00	\$ 5.00	\$ 124.00	\$ 230.00
Spring Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fall Season	\$ -	\$ -	\$ -	\$ 93.00	\$ 185.00	\$ 238.00
Fall Season Non Allocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Lights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non Resident Fees	\$ -	\$ -	\$ -	\$ 773.64	\$ 394.31	\$ 400.00
Other Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tournaments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FEES	\$ 1.00	\$ 156.00	\$ 130.00	\$ 1,121.64	\$ 703.31	\$ 1,103.00

*Organizations have not yet submitted rosters to City to verify enrollment

Non-resident fees in italics are estimates; non-resident fees for Fall 2014 have not yet been assessed.

ATTACHMENT 3

AGREEMENT BETWEEN THE CITY OF MOORPARK AND MOORPARK SOCCER CLUB FOR USE OF CITY FACILITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and MOORPARK SOCCER CLUB, a nonprofit organization, hereinafter referred to as "MSC".

WITNESSETH:

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

WHEREAS, MSC provides soccer programs for the youth of the Moorpark community; and

WHEREAS, MSC 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 MSC, and MSC hereby accepts from City, the use of certain real property and associated facilities and equipment at Campus Canyon Park, hereinafter "CCP", and Arroyo Vista Community Park, hereinafter "AVCP," 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 CCP.

B. Outfield portion and adjacent turf area of the ballfield, equivalent to an athletic field, at CCP.

C. Athletic fields 1, 2, 3, 4, 5, 6, 7, and 8, the practice football field and football field, and outfield portions of ballfields 1, 2, 3, and 4 at AVCP (for tournaments only.)

Actual fields allocated may be less than described above, and shall be governed by the "Moorpark Parks and Recreation Master Plan" standard field allocations for games. Said allocations for soccer shall be one (1) field per twelve (12) teams. One (1) City athletic field shall be counted as one (1) to four (4) league fields, dependent on the size of the field required for the age group. At City's sole discretion, other fields may be temporarily

assigned to MSC if all, or a portion of, fields listed above are not available due to closure for maintenance or use by City for its own programs.

For use of City facilities other than described above, MSC 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, 2015, and ending on June 30, 2018, provided however, that City's obligations hereunder shall be contingent upon MSC'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

MSC agrees to pay the City Use Fees as follows:

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

Year 1 (use between July 1, 2015, and June 30, 2016):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

\$8.00/hour for athletic fields

\$5.50/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. MSC shall submit 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 within thirty (30) days of the start of each season for the purpose of verifying, assessing, and tracking non-resident fees paid. Rosters shall be returned to MSC after review and recording of non-resident participants. Non-resident fees shall be payable within

thirty (30) days of notification by City of amount due. City shall reconcile non-resident fees paid thirty (30) calendar days prior to the end of each fiscal year. In the event MSC paid to City more than one non-resident fee per family for the fiscal year, City shall refund to MSC 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 charged and payable as defined in the Park Rental Fees resolution for all other uses, including use of field lights.

Fees for use under the Agreement must be paid in accordance with the following schedule. Failure to pay fees when due will result in the denial or cancelation of the permit for use under the Agreement.

- \$100 due at time of application.
- 50% payment due within five (5) business days of issuance of permit for seasonal use, full payment due within five (5) business days of issuance of permit for tournaments.
- Balance of payment due within ten (10) business days of start of season.

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 MSC 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. MSC 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, MSC 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 MSC'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.

Use under this Agreement is limited to a maximum of forty-two (42) total weeks per calendar year, plus three (3) annual tournaments. Each tournament may not exceed two (2) weekends or four (4) total days. Weekends for each tournament must be consecutive, unless facilities are not available due to City use, maintenance, holidays, or other rental use. Tournament use is subject to availability of fields, and may not interfere with American Youth Soccer Organization, Moorpark Girls Softball, or Moorpark Musketeers Youth Football use of Premises as identified in their respective Agreements.

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

A schedule of times and days requested for reservation for games and practices shall be furnished to the Parks and Recreation Director (PR Director) or his/her designee for the City's approval at least thirty (30) calendar days prior to the start of the season or tournament. The schedule must be provided on the "Park Facility Reservation Application Youth Sports Organizations" form for seasonal use, and on the "Tournament Reservation Application" form for tournaments. Schedules submitted less than thirty (30) calendar days in advance, or without the completed forms as referenced above, will not qualify for use under the Agreement. Reservation requests submitted less than thirty (30) days in advance will be processed and fees charged in accordance with the Park Rental Rules and Park Rental Fees resolutions.

The City shall provide MSC with an approved Rental Permit detailing the dates and times MSC is authorized to use Premises. Changes to the schedule must be submitted to City in writing. 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 MSC. The general public shall have access to and use of Premises at times not included in the approved Rental Permit. MSC shall not have priority use of Premises outside of the approved Rental Permit.

6. General Conditions

- A. In order to retain rights under this agreement, MSC shall maintain status as a 501 (c) (3) nonprofit corporation chartered within the City of Moorpark. MSC 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 MSC's prior fiscal year; 2) a budget summary of estimated revenue and expenditures for MSC'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, MSC must register and maintain a minimum of seventy-five (75) players. Additionally, a minimum of 80% of participants must reside within Moorpark city limits. MSC 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 MSC after review by City. In lieu of a printed roster, MSC 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. MSC 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. MSC shall submit to City a Certificate of Authorized Signatories, with names and signatures of those authorized to sign documents on behalf of MSC. A new form shall be submitted any time the list of authorized signatories changes.
- E. MSC 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. MSC 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

MSC 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

MSC 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 MSC or any one claiming under MSC, MSC hereby authorizes City as MSC'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 MSC 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.

MSC 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 as required by MMC 5.08 (Business Registration Permit.)
- 4. Vendors may not sell tobacco, alcohol, or any other product or item not approved by the City.

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

10. Indemnification and Hold Harmless

MSC 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 MSC or any person claiming use under or through MSC unless such loss, damage, injury, or death is due to the sole negligence of the City. MSC 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. MSC 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 MSC 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 MSC 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

MSC 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. The provisions of this Section shall apply to all use of City facilities by MSC 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 City Manager or his/her designee in writing. All maintenance authorized to be performed by MSC shall adhere to City specifications and standards.

City agrees to allow MSC to access the field portion of Premises with no more than two (2) vehicles for the specific purpose of setting up and taking down soccer equipment only.

MSC agrees not to use vehicles on the field whenever the ground is wet, for whatever reason, without obtaining City's written approval. MSC also agrees that vehicles it uses for this purpose shall not exceed a gross vehicle weight (GVW) of 5,400 pounds. MSC further agrees that only licensed drivers age sixteen (16) or older may drive said vehicles. MSC agrees to immediately report to City any damage to Premises caused by use of vehicles on Premises. MSC further agrees to repair any such damage at MSC's sole cost and expense.

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

1. Mark soccer field lines using a water base paint only. Athletic field paint may not contain calcium carbonate, vinyl copolymers, herbicides, or pesticides.
2. Maintain, install, and secure soccer goals in a manner and location as approved in writing by City Manager or his/her designee. Nets and goals shall be free from defects, and in good working condition. Nets and goals shall be maintained, repaired, and/or replaced as needed at MSC's sole cost and expense. Nets or goals in need of repair shall be removed from play, locked, and secured until repaired. Prior to use, goals shall be properly secured to the ground with mounting hardware supplied or approved by the goal manufacturer. MSC shall attempt to vary the placement of the goals periodically to maintain the integrity of the turf and shall consult with City to identify mutually agreeable locations prior to installation. Goals shall be secured and stored at a location on Premises mutually agreed upon in writing by MSC and City when not in active use for games or practices. Goals and nets may be placed the night before for morning games or practices beginning earlier than 11:00 a.m. Goals may be placed no earlier than two hours prior to the start of a game or practice for games or practices starting at 11:00 a.m. or later. Goals must be stored no later than two hours after the conclusion of a game or practice.
3. 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 MSC, black in color and 1.5 mill or better, unless otherwise approved by the City.
4. MSC shall remove their goals from Premises after each season for storage at a location on Premises mutually agreed upon in writing by MSC and 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

MSC 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 MSC'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. MSC shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. MSC 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 MSC alterations, additions, or improvements to the Premises.

If MSC 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

MSC agrees not to use amplified sound without the prior written authorization of the City Manager or his/her designee. MSC 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

MSC 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. MSC also specifically agrees that it will not allow others to take such actions on the Premises. MSC further agrees that it will keep the Premises clean, free from weeds, rubbish, and debris and in a condition satisfactory to City.

MSC shall also provide adequate controls for dust, odors, and noise which may emanate from the Premises or from MSC'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. MSC 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. MSC 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

MSC 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. MSC 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

MSC 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 MSC; 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 MSC. 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

MSC agrees that in the exercise of its rights under this Agreement, MSC 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

MSC 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

MSC 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 MSC 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 MSC, 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 MSC by this Agreement.

22. Insolvency or Bankruptcy

If MSC 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 MSC 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 MSC 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 MSC 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, MSC shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If MSC 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 MSC 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 MSC's personal property from the Premises at the sole cost, expense and risk of MSC, which cost and expense MSC 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, MSC 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 MSC shall be given or mailed to MSC at the address listed below and addressed to the current MSC Regional Commissioner. It is the responsibility of MSC 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 Soccer Club
Attn.: President
P.O. Box 373
Moorpark, CA 93020

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 MSC warrants and represents that he/she has the authority to execute this Agreement on MSC's behalf and has the authority to bind MSC 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

MOORPARK SOCCER CLUB

Steven Kueny
City Manager

Frank Paletta
President

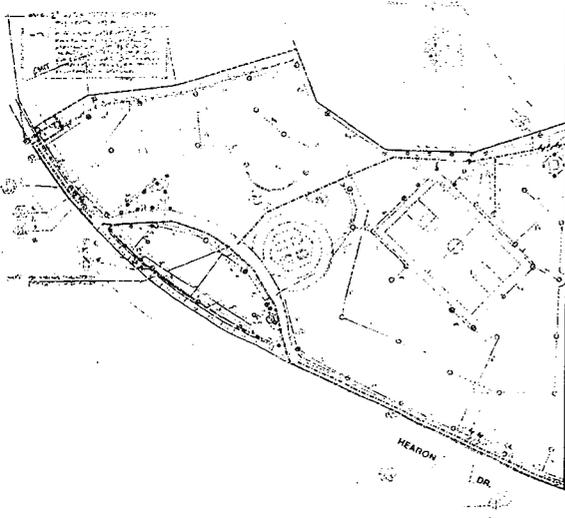
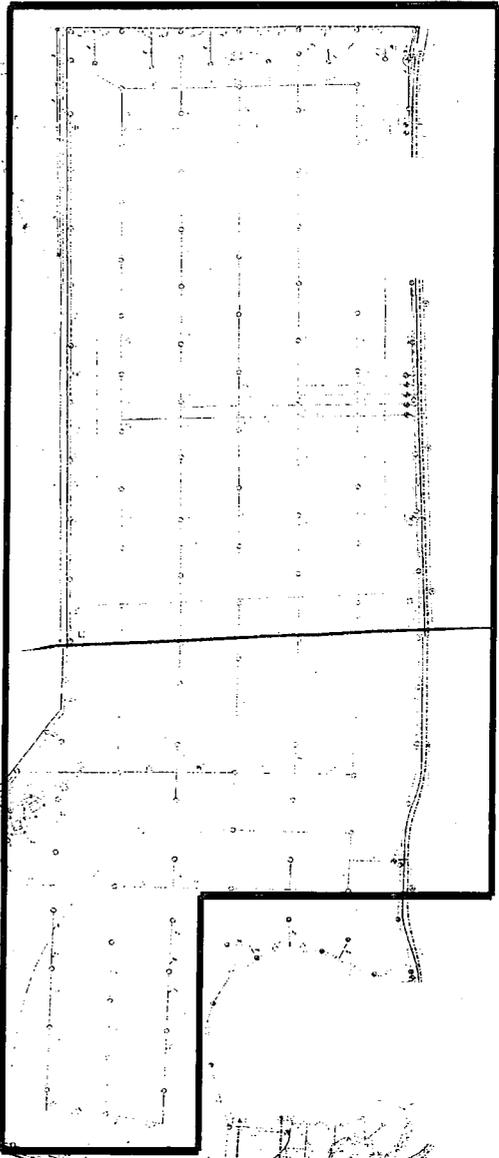
Attest:

Maureen Benson
City Clerk

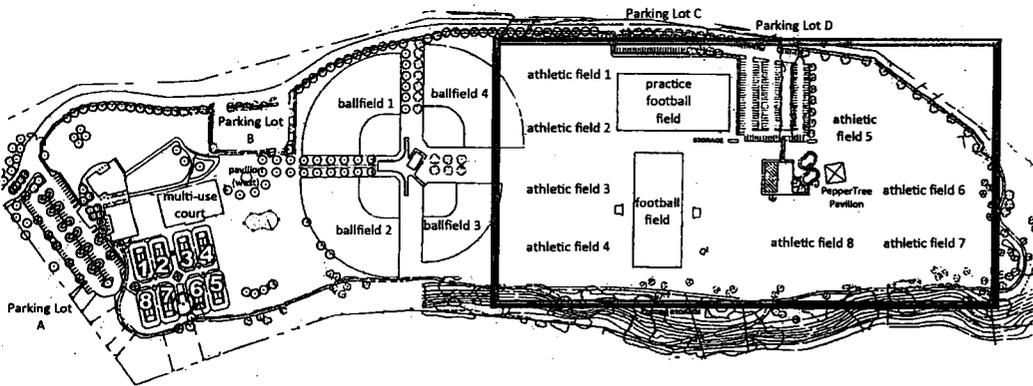
Attachments: A: Premises
 B: Insurance Requirements

Attachment A
Premises

Campus Canyon Park
Athletic Field
Outfield and adjacent turf



HEARON DR.



Tournaments:
Arroyo Vista
Community Park
Athletic fields 1, 2,
3, 4, 5, 6, 7, and 8
Football field
Practice football
field

Attachment B

Insurance Requirements

MSC 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. MSC shall furnish a Certificate of Liability Insurance and Insurance Endorsement to the City within thirty (30) days of execution of this Agreement. MSC 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 MSC or City.
- B. Provide a minimum of \$1,000,000.00 commercial general liability coverage, and shall be written on an occurrence basis.
- C. MSC'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 MSC owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If MSC or MSC's employees or volunteers will use personal autos in any way during the performance of this Agreement, MSC 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. MSC 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.

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
MOORPARK MUSKETEERS YOUTH FOOTBALL
FOR USE OF CITY FACILITIES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and MOORPARK MUSKETEERS YOUTH FOOTBALL, a nonprofit organization, hereinafter referred to as "MUSKETEERS".

WITNESSETH:

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

WHEREAS, MUSKETEERS provides football programs for the youth of the Moorpark community; and

WHEREAS, MUSKETEERS 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 MUSKETEERS, and MUSKETEERS hereby accepts from City, the use of certain real property and associated facilities and equipment at Arroyo Vista Community Park, hereinafter "AVCP", 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. Practice football field (Monday through Friday only.)

B. Football field (Monday through Friday only.)

C. Storage room adjacent to the snack bar located by the football field. Storage room is approximately 460 s.f. of storage space located on the south side of the storage building, bounded by a chain link fence on the north side of the storage area. Storage room or area may be moved or modified with thirty (30) days written notice from City.

Actual fields allocated may be less than described above, and shall be governed by the "Moorpark Parks and Recreation Master Plan" standard field allocations for games. Said allocations for football fields shall be one (1) field per six (6) teams. At City's sole

discretion, other fields may be temporarily assigned to MUSKETEERS if all, or a portion of, fields listed above are not available due to closure for maintenance or use by City for its own programs.

For use of City facilities other than described above, MUSKETEERS 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, 2015, and ending on June 30, 2018, provided however, that City's obligations hereunder shall be contingent upon MUSKETEERS' 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

MUSKETEERS agrees to pay the City Use Fees as follows:

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

Year 1 (use between July 1, 2015, and June 30, 2016):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

\$8.00/hour for athletic fields

\$5.5/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

\$8.00/hour for athletic fields

\$5.5/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. MUSKETEERS shall submit 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 within thirty (30) days of the start of each season for the purpose of verifying, assessing, and tracking non-resident fees. Rosters shall be returned to MUSKETEERS after review and recording of non-resident participants. Non-

resident fees shall be payable within thirty (30) days of notification by City of amount due. City shall reconcile non-resident fees paid thirty (30) calendar days prior to the end of each fiscal year. In the event MUSKETEERS paid to City more than one non-resident fee per family for the fiscal year, City shall refund to MUSKETEERS 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 charged and payable as defined in the Park Rental Fees resolution for all other uses, including use of field lights.

Fees for use under the Agreement must be paid in accordance with the following schedule. Failure to pay fees when due will result in the denial or cancelation of the permit for use under the Agreement.

- \$100 due at time of application.
- 50% payment due within five (5) business days of issuance of permit for seasonal use, full payment due within five (5) business days of issuance of permit for tournaments.
- Balance of payment due within ten (10) business days of start of season.

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 MUSKETEERS 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. MUSKETEERS 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, MUSKETEERS 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 MUSKETEERS' 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.

Use under this Agreement is limited to a maximum of forty-two (42) total weeks per calendar year, plus three (3) annual tournaments. Each tournament may not exceed two (2) weekends or four (4) total days. Weekends for each tournament must be consecutive, unless facilities are not available due to City use, maintenance, holidays, or other rental use. Tournament use is subject to availability of fields, and may not interfere with Moorpark Girls Softball or American Youth Soccer Organization use of Premises as identified in their respective Agreements.

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

A schedule of times and days requested for reservation for games and practices shall be furnished to the Parks and Recreation (PR Director) or his/her designee for the City's approval at least thirty (30) calendar days prior to the start of the season or tournament. The schedule must be provided on the "Park Facility Reservation Application Youth Sports Organizations" form for seasonal use, and on the "Tournament Reservation Application" form for tournaments. Schedules submitted less than thirty (30) calendar days in advance, or without the completed forms as referenced above, will not qualify for use under the Agreement. Reservation requests submitted less than thirty (30) days in advance will be processed and fees charged in accordance with the Park Rental Rules and Park Rental Fees resolutions.

The City shall provide MUSKETEERS with an approved Rental Permit detailing the dates and times MUSKETEERS is authorized to use Premises. Changes to the schedule must be submitted to City in writing. 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 MUSKETEERS. The general public shall have access to and use of Premises at times not included in the approved Rental Permit. MUSKETEERS shall not have priority use of Premises outside of the approved Rental Permit.

6. General Conditions

- A. In order to retain rights under this agreement, MUSKETEERS shall maintain status as a 501 (c) (3) nonprofit corporation chartered within the City of Moorpark. MUSKETEERS 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 MUSKETEERS' prior fiscal year; 2) a budget summary of estimated revenue and expenditures for MUSKETEERS' 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, MUSKETEERS must register and maintain a minimum of seventy-five (75) players. Additionally, a minimum of 80% of participants must reside within Moorpark city limits. MUSKETEERS 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 MUSKETEERS after review by City. In lieu of a printed roster, MUSKETEERS 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. MUSKETEERS 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. MUSKETEERS shall submit to City a Certificate of Authorized Signatories, with names and signatures of those authorized to sign documents on behalf of MUSKETEERS. A new form shall be submitted any time the list of authorized signatories changes.
- E. MUSKETEERS 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. MUSKETEERS 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

MUSKETEERS 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. Storage Rooms

- A. MUSKETEERS shall be provided with no more than four (4) keys to the storage rooms prior to the start of the season and shall be responsible for securing said keys. Said keys shall not be duplicated. Upon vacating the storage rooms, MUSKETEERS shall return the keys to City. MUSKETEERS shall return the keys to City within fifteen (15) days of vacating use. In the event any key(s) assigned to MUSKETEERS are lost or stolen, MUSKETEERS agrees to reimburse City for all costs, including a 15% administrative fee, associated with re-keying facilities and issuing replacement keys.
- B. MUSKETEERS agrees to immediately (within 24 hours) report to City any damage or vandalism to the storage rooms.
- C. MUSKETEERS shall use the storage room to store maintenance and game equipment and supplies only. MUSKETEERS may store maintenance and game equipment in the storage room year round. No more than five (5) gallons of gasoline may be stored in the storage room. MUSKETEERS shall clean the storage room on a regular basis, and keep it free of dirt, dust, and debris. MUSKETEERS shall be required to vacate the storage room upon thirty (30) days written notice from the City if it is needed for City purposes.

9. Signs

MUSKETEERS 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 MUSKETEERS or any one claiming under MUSKETEERS, MUSKETEERS hereby authorizes City as MUSKETEERS' 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 MUSKETEERS 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.

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

10. 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 as required by MMC 5.08 (Business Registration Permit.)
4. Vendors may not sell tobacco, alcohol, or any other product or item not approved by the City.

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

11. Indemnification and Hold Harmless

MUSKETEERS 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 MUSKETEERS or any person claiming use under or through MUSKETEERS unless such loss, damage, injury, or death is due to the sole negligence of the City. MUSKETEERS 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. MUSKETEERS 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 MUSKETEERS 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 MUSKETEERS 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.

12. Liability Insurance

MUSKETEERS 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 MUSKETEERS pursuant to this Agreement.

13. 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 MUSKETEERS shall adhere to City specifications and standards.

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

- A. During use under this Agreement, MUSKETEERS shall be responsible to perform the following maintenance on Premises at MUSKETEERS sole cost and expense:
1. Mark field lines using a water base paint only. Athletic field paint may not contain calcium carbonate, vinyl copolymers, herbicides, or pesticides.
 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 MUSKETEERS, black in color and 1.5 mill or better, unless otherwise approved by the City.
 3. Remove graffiti from fences, goalposts, and scoreboard within seventy-two (72) hours of notification to do so. If MUSKETEERS fails to remove graffiti as described in this section, MUSKETEERS authorizes City to remove graffiti and to charge the cost and expense of such removal to MUSKETEERS, who agrees to pay the same upon demand.
 4. Maintain the football goal posts. Ensure goal posts are adequately secured and in good working order, and make repairs as needed. Goal posts shall be

painted at least once per year.

5. MUSKETEERS equipment must be secured in the storage room. If an item of equipment cannot be stored within the storage room, it must be secured in a location as on Premises as approved by City, and in a manner that prevents the general public from accessing or using the equipment.

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.

14. Improvements

MUSKETEERS 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 MUSKETEERS' 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. MUSKETEERS shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. MUSKETEERS 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 MUSKETEERS alterations, additions, or improvements to the Premises.

If MUSKETEERS 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.

15. Amplified Sound

MUSKETEERS agrees not to use amplified sound without the prior written authorization of the City Manager or his/her designee. MUSKETEERS 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.

16. Flammable Material, Waste, and Nuisances

MUSKETEERS 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. MUSKETEERS also specifically agrees that it will not allow others to take such actions on the Premises. MUSKETEERS further agrees that it will keep the Premises clean, free from weeds, rubbish, and debris and in a condition satisfactory to City.

MUSKETEERS shall also provide adequate controls for dust, odors, and noise which may emanate from the Premises or from MUSKETEERS' 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. MUSKETEERS 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. MUSKETEERS 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.

17. Pesticides and Herbicides

MUSKETEERS 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.

MUSKETEERS 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.

18. Hazardous Materials Indemnity

MUSKETEERS 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 MUSKETEERS; 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 MUSKETEERS. 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.

19. 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.

20. Governing Law

MUSKETEERS agrees that in the exercise of its rights under this Agreement, MUSKETEERS 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.

21. Discrimination

MUSKETEERS 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.

22. Assignment and Subletting

MUSKETEERS 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 MUSKETEERS 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 MUSKETEERS, 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 MUSKETEERS by this Agreement.

23. Insolvency or Bankruptcy

If MUSKETEERS 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 MUSKETEERS 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 MUSKETEERS thereupon shall cease and terminate.

24. 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 MUSKETEERS 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.

25. 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.

26. 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.

27. 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.

28. 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, MUSKETEERS shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If MUSKETEERS 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.

29. Remedies

In case of the failure or refusal of MUSKETEERS 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 MUSKETEERS' personal property from the Premises at the sole cost, expense and risk of MUSKETEERS, which cost and expense MUSKETEERS 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.

30. 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, MUSKETEERS will pay to City attorney fees in addition to the amount of judgment.

31. 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 MUSKETEERS shall be given or mailed to MUSKETEERS at the address listed below and addressed to the current MUSKETEERS Regional Commissioner. It is the responsibility of MUSKETEERS 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 MUSKETEERS
Attn.: Sean Segal
4215 Tierra Rejada Road, #178
Moorpark, CA 93021

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

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Authority to Execute Agreement

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

**MOORPARK MUSKETEERS YOUTH
FOOTBALL**

Steven Kueny
City Manager

Sean Segal
President

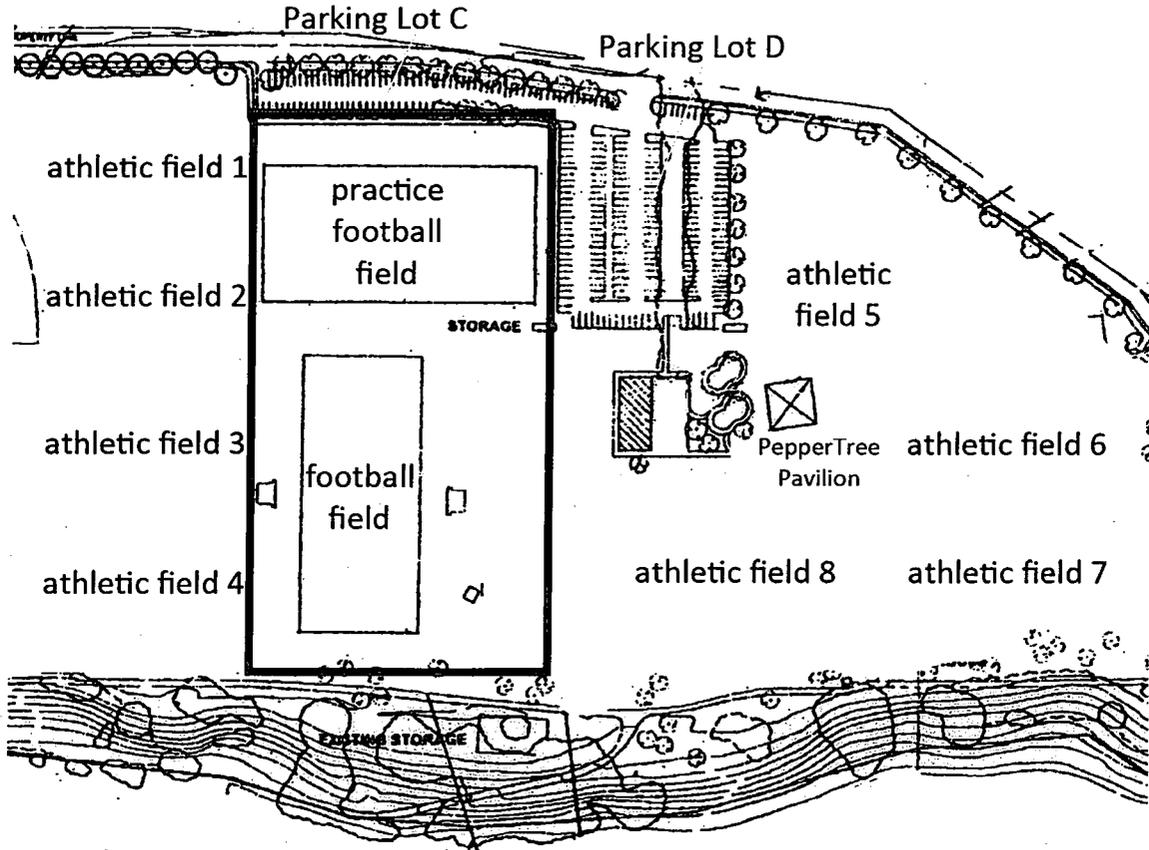
Attest:

Maureen Benson
City Clerk

Attachments: A: Premises
 B: Insurance Requirements

Attachment A
Premises

Football field and practice football field
Storage room
Arroyo Vista Community Park



Attachment B Insurance Requirements

MUSKETEERS 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. MUSKETEERS shall furnish a Certificate of Liability Insurance and Insurance Endorsement to the City within thirty (30) days of execution of this Agreement. MUSKETEERS 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 MUSKETEERS or City.
- B. Provide a minimum of \$1,000,000.00 commercial general liability coverage, and shall be written on an occurrence basis.
- C. MUSKETEERS' 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 MUSKETEERS owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If MUSKETEERS or MUSKETEERS' employees or volunteers will use personal autos in any way during the performance of this Agreement, MUSKETEERS 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. MUSKETEERS 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.

AGREEMENT BETWEEN THE CITY OF MOORPARK AND MOORPARK LITTLE LEAGUE FOR USE OF CITY FACILITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and MOORPARK LITTLE LEAGUE, a nonprofit organization, hereinafter referred to as "MPLL".

WITNESSETH:

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

WHEREAS, MPLL provides baseball programs for the youth of the Moorpark community; and

WHEREAS, MPLL 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 MPLL, and MPLL hereby accepts from City, the use of certain real property and associated facilities and equipment at Poindexter Park, hereinafter "PP", 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. Baseball fields 1 and 2.

B. Storage room adjacent to restroom building. Storage room is approximately 150 s.f. of storage space located adjacent to the restroom building. Storage room or area may be moved or modified with thirty (30) days written notice from City.

Actual fields allocated will be limited to one (1) field per eight (8) teams. Fields used by MPLL at Chaparral Middle School shall be counted first and toward the total field allocation. At City's sole discretion, other fields may be temporarily assigned to MPLL if all, or a portion of, fields listed above are not available due to closure for maintenance or use by City for its own programs.

For use of City facilities other than described above, MPLL 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, 2015, and ending on June 30, 2018, provided however, that City's obligations hereunder shall be contingent upon MPLL'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

MPLL 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, 2015, and June 30, 2016):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

\$8.00/hour for athletic fields

\$5.50/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. MPLL shall submit 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 within thirty (30) days of the start of each season for the purpose of verifying, assessing, and tracking non-resident fees. Rosters shall be returned to MPLL after review and recording of non-resident participants. Non-resident fees shall be payable within thirty (30) days of notification by City of amount due. City shall reconcile non-resident fees paid thirty (30) calendar days prior to the end of each fiscal year. In the event MPLL paid to City more than one non-resident fee per family for the fiscal year, City shall refund to MPLL 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 charged and payable as defined in the Park Rental Fees resolution for all other uses, including use of field lights.

Fees for use under the Agreement must be paid in accordance with the following schedule. Failure to pay fees when due will result in the denial or cancelation of the permit for use under the Agreement.

- \$100 due at time of application.
- 50% payment due within five (5) business days of issuance of permit for seasonal use, full payment due within five (5) business days of issuance of permit for tournaments.
- Balance of payment due within ten (10) business days of start of season.

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 MPLL 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. MPLL 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, MPLL 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 MPLL'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.

Use under this Agreement is limited to a maximum of forty-two (42) total weeks per calendar year, plus three (3) annual tournaments. Each tournament may not exceed two (2) weekends or four (4) total days. Weekends for each tournament must be consecutive, unless facilities are not available due to City use, maintenance, holidays, or other rental use. Tournament use is subject to availability of fields.

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

A schedule of times and days requested for reservation for games and practices shall be furnished to the Parks and Recreation Director (PR Director) or his/her designee for the City's approval at least thirty (30) calendar days prior to the start of the season or tournament. The schedule must be provided on the "Park Facility Reservation Application Youth Sports Organizations" form for seasonal use, and on the "Tournament Reservation Application" form for tournaments. Schedules submitted less than thirty (30) calendar days in advance, or without the completed forms as referenced above, will not qualify for use under the Agreement. Reservation requests submitted less than thirty (30) days in advance will be processed and fees charged in accordance with the Park Rental Rules and Park Rental Fees resolutions.

The City shall provide MPLL with an approved Rental Permit detailing the dates and times MPLL is authorized to use Premises. Changes to the schedule must be submitted to City in writing. 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 MPLL. The general public shall have access to and use of Premises at times not included in the approved Rental Permit. MPLL shall not have priority use of Premises outside of the approved Rental Permit.

6. General Conditions

- A. In order to retain rights under this agreement, MPLL shall maintain status as a 501 (c) (3) nonprofit corporation chartered within the City of Moorpark. MPLL 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 MPLL's prior fiscal year; 2) a budget summary of estimated revenue and expenditures for MPLL'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, MPLL must register and maintain a minimum of seventy-five (75) players. Additionally, a minimum of 80% of participants must reside within Moorpark city limits. MPLL 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 MPLL after review by City. In lieu of a printed roster, MPLL 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. MPLL 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. MPLL shall submit to City a Certificate of Authorized Signatories, with names and signatures of those authorized to sign documents on behalf of MPLL. A new form shall be submitted any time the list of authorized signatories changes.
- E. MPLL 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. MPLL 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

MPLL 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. Storage Rooms

- A. MPLL shall be provided with no more than four (4) keys to the storage room prior to the start of the season and shall be responsible for securing said keys. Said keys shall not be duplicated. Upon vacating the storage room, MPLL shall return the keys to City. MPLL shall return the keys to City within fifteen (15) days of vacating use. In the event any key(s) assigned to MPLL are lost or stolen, MPLL agrees to reimburse City for all costs, including a 15% administrative fee, associated with re-keying

facilities and issuing replacement keys.

- B. MPLL agrees to immediately (within 24 hours) report to City any damage or vandalism to the storage rooms.
- C. MPLL shall use the storage room to store maintenance and game equipment and only. MPLL may store maintenance and game equipment in the storage room year round. No more than five (5) gallons of gasoline may be stored in the storage room. MPLL shall clean the storage room on a regular basis, and keep it free of dirt, dust, and debris. MPLL shall be required to vacate the storage room upon thirty (30) days written notice from the City if it is needed for City purposes.

9. Signs

MPLL 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 MPLL or any one claiming under MPLL, MPLL hereby authorizes City as MPLL'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 MPLL 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.

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

10. 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 as required by MMC 5.08 (Business Registration Permit.)
4. Vendors may not sell tobacco, alcohol, or any other product or item not approved by the City.

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

11. Indemnification and Hold Harmless

MPLL 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 MPLL or any person claiming use under or through MPLL unless such loss, damage, injury, or death is due to the sole negligence of the City. MPLL 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. MPLL 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 MPLL 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 MPLL 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.

12. Liability Insurance

MPLL 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 MPLL pursuant to this Agreement.

13. 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 MPLL shall adhere to City specifications and standards.

City agrees to allow MPLL to access the field portion of Premises with no more than two (2) vehicles for the specific purpose of field preparation, maintenance, and setting up and taking down equipment. MPLL agrees not to use vehicles on the field whenever the ground is wet, for whatever reason, without obtaining City's written approval. MPLL also agrees

that vehicles it uses for this purpose shall not exceed a gross vehicle weight (GVW) of 5,400 pounds. MPLL further agrees that only licensed drivers age sixteen (16) or older may drive said vehicles. MPLL agrees to immediately report to City any damage to Premises caused by use of vehicles on Premises. MPLL further agrees to repair any such damage at MPLL's sole cost and expense.

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

1. Prior to the first game of the season, a representative from MPLL shall meet with the City Manager or his/her designee to review the condition of the infield areas. MPLL shall grade the infield areas of all ball fields, in order to level the fields and insure positive drainage, 2% cross fall maximum. Infield mix shall be added to the satisfaction of the City Manager or his/her designee and shall consist of 60% 'decomposed granite' and 40% 'brick dust' available from Peach Hill Soils or equal. The brick dust and decomposed granite shall be mixed evenly by the manufacturer prior to installation. MPLL shall provide the City with the quantity of the infield mix proposed and product specifications prior to the start of work. MPLL shall hire a contractor with proven grading experience and submit to the City the contractor's qualifications. MPLL shall obtain the City's written approval prior to commencing work.
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 MPLL, black in color and 1.5 mill or better, unless otherwise approved by the City.
3. Groom, drag, and rake infields and area within the pitching cage and batting cage. MPLL agrees to hand rake the infields within eighteen (18) inches of the infield grass line to prevent the build-up of a lip. MPLL shall replace infield fill when necessary using an infield mix to be specified and approved by City. Only white water-based acrylic paint, manufactured specifically for marking lines on sports turf and athletic fields, may be used on the turf. Athletic field paint may not contain calcium carbonate, vinyl copolymers, herbicides, or pesticides. Only white field chalk, manufactured specifically for marking lines on ballfields, may be used on the dirt portions of the infield. Chalk may not contain any lime-based products, or other chemicals known to cause skin and eye irritation.
4. Maintain grass infields using a seed mix specified and approved by City.
5. Maintain base pegs, pitcher's mounds, pitching rubbers, and home plates.

6. Maintain backstops, and dug-outs, including fence material and dug-out covers.
7. MPLL may install a temporary fence around the outfield perimeter of the north and south baseball diamond during the primary season. Said temporary fence may be installed no earlier than February 1 and must be removed no later than July 15. Sleeves may not be used to secure said fencing. Damaged fencing must be repaired or removed within seventy-two (72) hours of notification that repair or removal is needed. Fencing must be stored off Premises outside the primary season. Said temporary fence shall be installed to the satisfaction of the City Representative and shall consist of maximum 6' height chain link panels with mechanically driven posts. Free standing panels or panels with post bases shall not be allowed. Fence posts shall be driven minimum 18" depth and shall be installed perpendicular to the existing grade. Fence panels shall be clamped together with two clamps and carriage bolts, one installed at the top of the fence and one at the bottom. Carriage bolts shall be installed so that the rounded end of the bolt is facing play. The nut end of the bolt shall be installed flush with the bolt, and shall not extend further than ¼" beyond the nut. A poly cap shall be installed along the top of the fence the entire length and strapped secure."
8. Remove graffiti from fences (including temporary fences installed by MPLL), backstops, and dugouts within seventy-two (72) hours of notification to do so. If MPLL fails to remove graffiti as described in this section, MPLL authorizes City to remove graffiti and to charge the cost and expense of such removal to MPLL, who agrees to pay the same upon demand.
9. MPLL previously installed batting cages at Premises. MPLL shall be responsible for maintain batting cages as follows: Batting cages shall be locked secure at the end of each day of use. Batting cage screen shall be constructed with either 42# high density UV treated polyethylene (HDPE) netting, 42# urethane treated nylon netting, or equal per City's written approval. Netting shall be installed secure, with tension ropes to minimize sags. Netting sags shall not exceed 9". Pitcher screens shall be constructed with 2" O.D. powder coated tubing or galvanized tubing with 1 ¾" sq. double sided mesh constructed of either 42# high density UV treated polyethylene (HDPE) netting, 42# urethane treated nylon netting, or equal per City's written approval.
10. If MPLL desires more frequent mowing or a shorter grass height than provided by City, MPLL may mow turf areas from the infield up to the temporary fence around the outfield perimeter.
11. Prior to erecting barricades, cones, or any other traffic control devices on any public street or right-of-way, MPLL agrees to obtain an encroachment permit from 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.

14. Improvements

MPLL 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 MPLL'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. MPLL shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. MPLL 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 MPLL alterations, additions, or improvements to the Premises.

If MPLL 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.

15. Amplified Sound

MPLL agrees not to use amplified sound without the prior written authorization of the City Manager or his/her designee. MPLL 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.

16. Flammable Material, Waste, and Nuisances

MPLL 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. MPLL also specifically agrees that it will not allow others to take such actions on the Premises. MPLL further agrees that it will keep the Premises clean, free from weeds, rubbish, and debris and in a condition satisfactory to City.

MPLL shall also provide adequate controls for dust, odors, and noise which may emanate from the Premises or from MPLL'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. MPLL 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. MPLL 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.

17. Pesticides and Herbicides

MPLL 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. MPLL 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.

18. Hazardous Materials Indemnity

MPLL 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 MPLL; 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 MPLL. 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.

19. 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.

20. Governing Law

MPLL agrees that in the exercise of its rights under this Agreement, MPLL 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.

21. Discrimination

MPLL 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.

22. Assignment and Subletting

MPLL 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 MPLL 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 MPLL, 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 MPLL by this Agreement.

23. Insolvency or Bankruptcy

If MPLL 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 MPLL 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 MPLL thereupon shall cease and terminate.

24. 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 MPLL 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.

25. 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.

26. 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.

27. 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.

28. 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, MPLL shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If MPLL 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.

29. Remedies

In case of the failure or refusal of MPLL 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 MPLL's personal property from the Premises at the sole cost, expense and risk of MPLL, which cost and expense MPLL 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.

30. 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, MPLL will pay to City attorney fees in addition to the amount of judgment.

31. 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 MPLL shall be given or mailed to MPLL at the address listed below and addressed to the current MPLL Regional Commissioner. It is the responsibility of MPLL 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 Little League
Attn.: Chris Huerth
P.O. Box 496
Moorpark, CA 93020

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

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Authority to Execute Agreement

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

MOORPARK LITTLE LEAGUE

Steven Kueny
City Manager

Chris Huerth
President

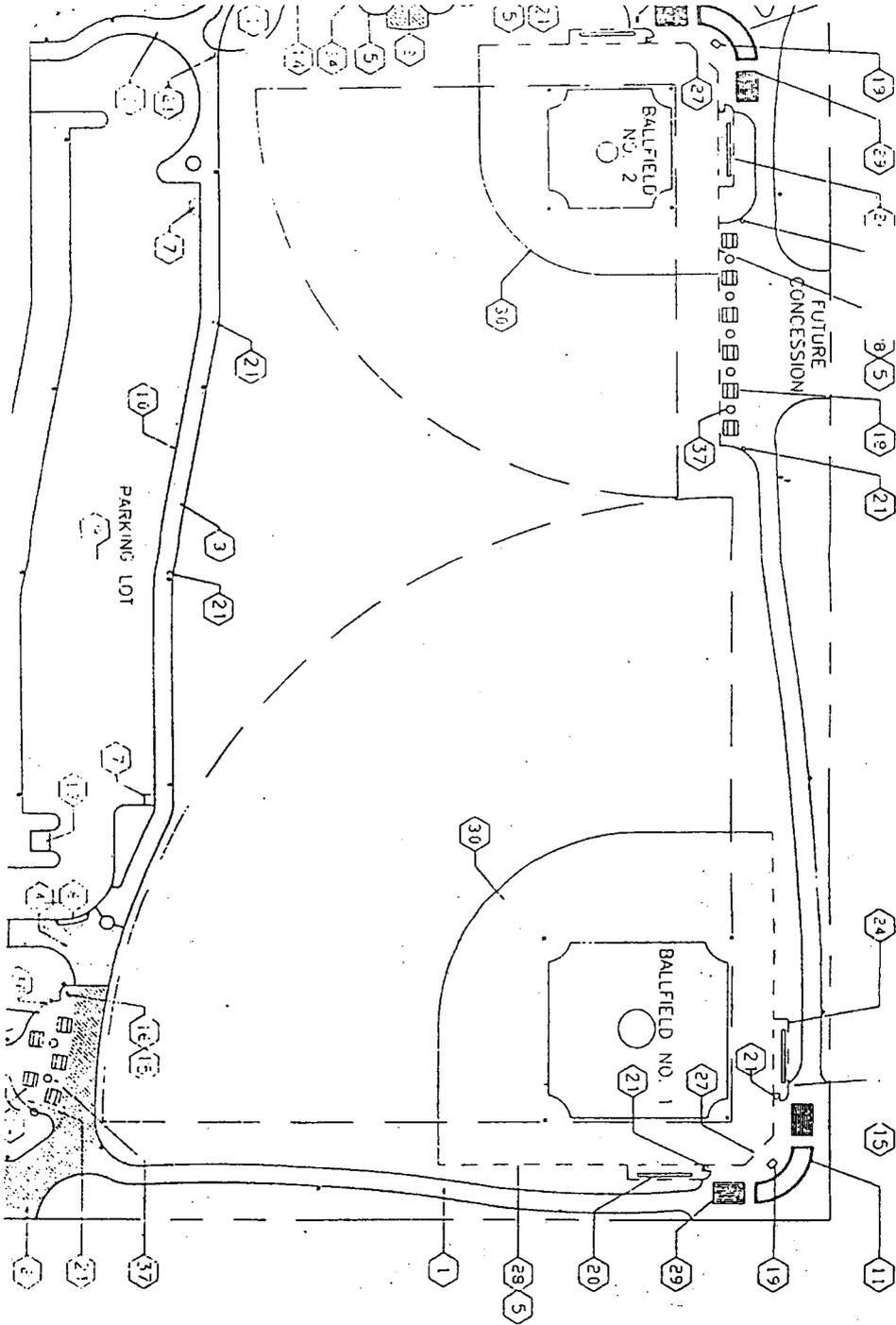
Attest:

Maureen Benson
City Clerk

Attachments: A: Premises
 B: Insurance Requirements

Attachment A
Premises

Ballfield 1 and 2 at Poindexter Park
Storage Room



Poindexter Park

Attachment B

Insurance Requirements

MPLL 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. MPLL shall furnish a Certificate of Liability Insurance and Insurance Endorsement to the City within thirty (30) days of execution of this Agreement. MPLL 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 MPLL or City.

B. Provide a minimum of \$1,000,000.00 commercial general liability coverage, and shall be written on an occurrence basis.

C. MPLL'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 MPLL owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If MPLL or MPLL's employees or volunteers will use personal autos in any way during the performance of this Agreement, MPLL 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. MPLL 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.

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, 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, 2015, and ending on June 30, 2018, 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, 2015, and June 30, 2016):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

\$8.00/hour for athletic fields

\$5.50/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 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 within thirty (30) days of the start of each season for the purpose of verifying, assessing, and tracking non-resident fees paid. Rosters shall be returned to USYVL after review and recording of non-resident participants. Non-resident fees shall be payable within thirty (30) days of notification by City of amount due. 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 charged and payable as defined in the Park Rental Fees resolution for all other uses, including use of field lights.

Fees for use under the Agreement must be paid in accordance with the following schedule. Failure to pay fees when due will result in the denial or cancelation of the permit for use under the Agreement.

- \$100 due at time of application.
- 50% payment due within five (5) business days of issuance of permit for seasonal use, full payment due within five (5) business days of issuance of permit for tournaments.
- Balance of payment due within ten (10) business days of start of season.

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.

Use under this Agreement is limited to a maximum of forty-two (42) total weeks per calendar year, plus three (3) annual tournaments. Each tournament may not exceed two (2) weekends or four (4) total days. Weekends for each tournament must be consecutive,

unless facilities are not available due to City use, maintenance, holidays, or other rental use. Tournament use is subject to availability of fields.

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.

A schedule of times and days requested for reservation for games and practices shall be furnished to the Director of Parks and Recreation Director (PR Director) or his/her designee for the City's approval at least thirty (30) calendar days prior to the start of the season or tournament. The schedule must be provided on the "Park Facility Reservation Application Youth Sports Organizations" form for seasonal use, and on the "Tournament Reservation Application" form for tournaments. Schedules submitted less than thirty (30) calendar days in advance, or without the completed forms as referenced above, will not qualify for use under the Agreement. Reservation requests submitted less than thirty (30) days in advance will be processed and fees charged in accordance with the Park Rental Rules and Park Rental Fees resolutions.

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. 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 Rental Permit. USYVL shall not have priority use of Premises outside of the approved Rental Permit.

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 fifty (50) 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 as required by MMC 5.08 (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**

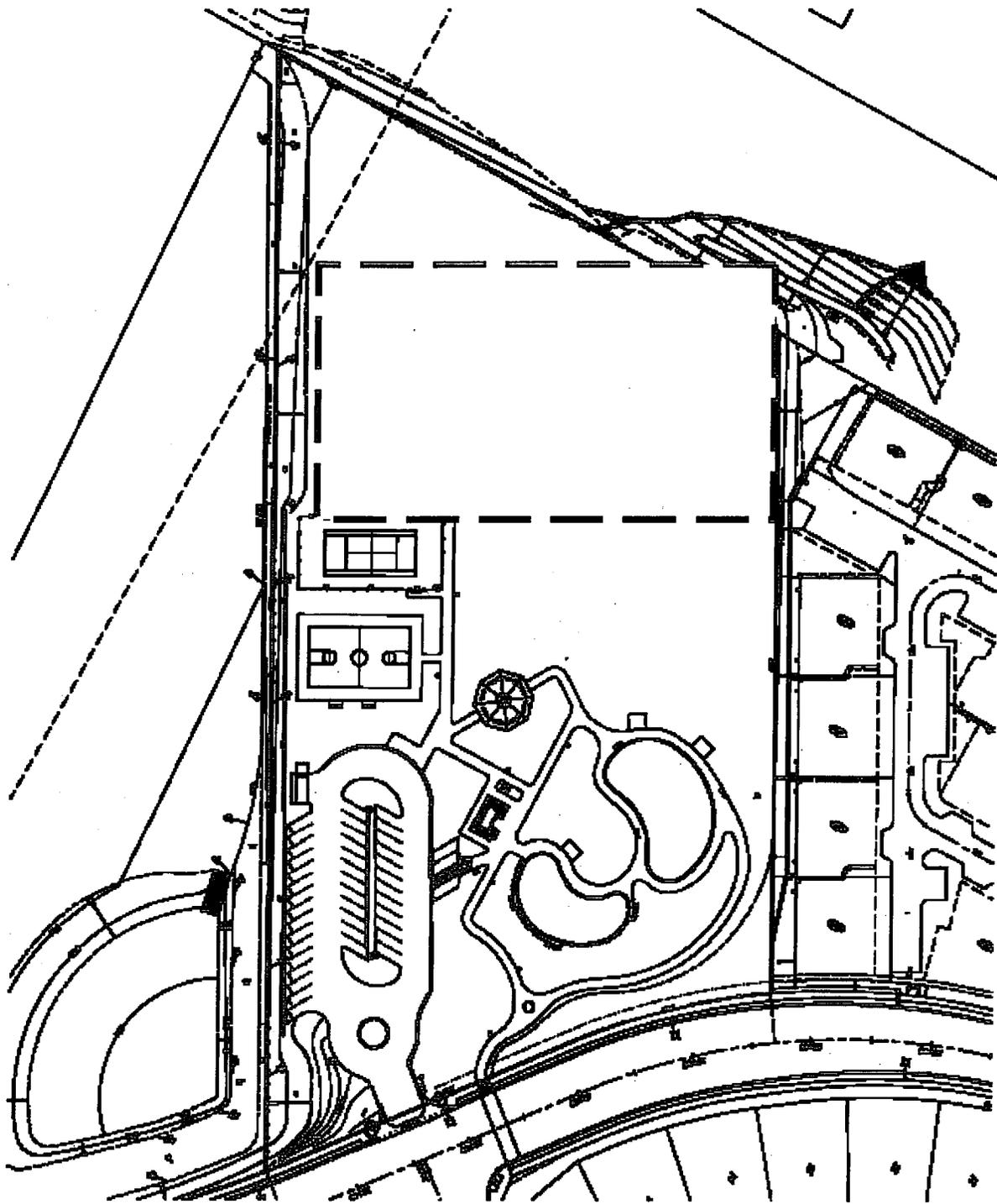
Attest:

**Maureen Benson
City Clerk**

Attachments: **A: Premises**
 B: Insurance Requirements

Attachment A
Premises

Mammoth Highlands Park, Athletic Field



Attachment 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.

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
MOORPARK GIRLS SOFTBALL ASSOCIATION
FOR USE OF CITY FACILITIES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and MOORPARK GIRLS SOFTBALL ASSOCIATION, a nonprofit organization, hereinafter referred to as "MGSA".

WITNESSETH:

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

WHEREAS, MGSA provides softball programs for the youth of the Moorpark community; and

WHEREAS, MGSA 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 MGSA, and MGSA hereby accepts from City, the use of certain real property and associated facilities and equipment at Arroyo Vista Community Park, hereinafter "AVCP", and Mountain Meadows Park, hereinafter "MMP," 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. Softball fields 1, 2, 3, and 4 at AVCP

B. The snack bar facility and storage room adjacent to the softball fields at AVCP during the spring season only. Storage room is approximately 156 s.f. of storage space located on the east side of the storage building, bounded by a chain link fence on the west side of the storage area. Storage room or area may be moved or modified with thirty (30) days written notice from City.

C. Softball Fields 1 and 2 at MMP.

Actual fields allocated will be limited to one (1) field per eight (8) teams. At City's sole discretion, other fields may be temporarily assigned to MGSA if all, or a portion of, fields listed above are not available due to closure for maintenance or use by City for its own programs.

For use of City facilities other than described above, MGSA 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, 2015, and ending on June 30, 2018, provided however, that City's obligations hereunder shall be contingent upon MGSA'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

MGSA agrees to pay the City Use Fees as follows:

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

Year 1 (use between July 1, 2015, and June 30, 2016):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

B. Snack Bar Fees: One thousand dollars (\$1,000.00) annually for use of the Snack Bar during the spring season.

C. 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. MGSA shall submit 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 within thirty (30) days of the start of each season for the purpose of assessing, verifying and tracking non-resident fees. Rosters shall be returned to MGSA after review and recording of non-resident participants. Non-resident fees shall be payable within thirty (30) days of notification by City of amount due. City shall reconcile non-resident fees paid thirty (30) calendar days prior to the end of each fiscal year. In

the event MGSA paid to City more than one non-resident fee per family for the fiscal year, City shall refund to MGSA 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.

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

Fees for use under the Agreement must be paid in accordance with the following schedule. Failure to pay fees when due will result in the denial or cancelation of the permit for use under the Agreement.

- \$100 due at time of application.
- 50% payment due within five (5) business days of issuance of permit for seasonal use, full payment due within five (5) business days of issuance of permit for tournaments.
- Balance of payment due within ten (10) business days of start of season.

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 MGSA 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. MGSA 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, MGSA 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 MGSA'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.

Use under this Agreement is limited to a maximum of forty-two (42) total weeks per calendar year, plus three (3) annual tournaments. Each tournament may not exceed two (2) weekends or four (4) total days. Weekends for each tournament must be consecutive, unless facilities are not available due to City use, maintenance, holidays, or other rental use. Tournament use is subject to availability of fields and may not interfere with American Youth Soccer Organization or Moorpark Musketeers Youth Football use of Premises as identified in their respective Agreements.

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

A schedule of times and days requested for reservation for games and practices shall be furnished to the Parks and Recreation Director (PR Director) or his/her designee for the City's approval at least thirty (30) calendar days prior to the start of the season or tournament. The schedule must be provided on the "Park Facility Reservation Application Youth Sports Organizations" form for seasonal use, and on the "Tournament Reservation Application" form for tournaments. Schedules submitted less than thirty (30) calendar days in advance, or without the completed forms as referenced above, will not qualify for use under the Agreement. Reservation requests submitted less than thirty (30) days in advance will be processed and fees charged in accordance with the Park Rental Rules and Park Rental Fees resolutions.

The City shall provide MGSA with an approved Rental Permit detailing the dates and times MGSA is authorized to use Premises. Changes to the schedule must be submitted to City in writing. 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 MGSA. The general public shall have access to and use of Premises at times not included in the approved Rental Permit. MGSA shall not have priority use of Premises outside of the approved Rental Permit.

6. General Conditions

- A. In order to retain rights under this agreement, MGSA shall maintain status as a 501 (c) (3) nonprofit corporation chartered within the City of Moorpark. MGSA 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 MGSA's prior fiscal year; 2) a budget summary of estimated revenue and expenditures for MGSA'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, MGSA must register and maintain a minimum of seventy-five (75) players. Additionally, a minimum of 80% of participants must reside within Moorpark City limits. MGSA 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 MGSA after review by City. In lieu of a printed roster, MGSA 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. MGSA 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. MGSA shall submit to City a Certificate of Authorized Signatories, with names and signatures of those authorized to sign documents on behalf of MGSA. A new form shall be submitted any time the list of authorized signatories changes.
- E. MGSA 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. MGSA 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

MGSA 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. Snack Bar and Storage Rooms

- A. The sale and consumption of food and beverages shall be at the discretion of MGSA with the exception that no alcoholic beverages shall be sold or consumed on Premises.
- B. MGSA shall be provided with no more than four (4) keys to the Snack Bar and storage rooms prior to the start of the season and shall be responsible for securing said keys. Said keys shall not be duplicated. Upon vacating the Snack Bar or storage rooms, MGSA shall return the keys to City within fifteen (15) days of vacating use. In the event any key(s) assigned to MGSA are lost or stolen, MGSA agrees to reimburse City for all costs, including a 15% administrative fee, associated with re-keying facilities and issuing replacement keys.
- C. MGSA shall obtain all required health and other permits for the operation of the Snack Bars and preparation and sale of food and beverages. MGSA shall notify City in writing of any notice of correction or closure received from the Ventura County Environmental Health division within forty-eight (48) hours of receiving such notice.
- D. MGSA agrees to clean Snack Bars including counters, sinks, floors, and walls after each use, and to remove and dispose of all trash in and around Snack Bars to trash bins provided by City. The Snack Bar shall be cleaned and sanitized thoroughly at the end of each day that the facility is used, to the satisfaction of the City. Any required repair to equipment, appliances, fixtures or any damage to the facility or any graffiti observed shall be immediately reported to the City. MGSA shall supply all cleaners and supplies. Daily cleaning includes the interior and exterior of the Snack Bar facility, including, but not limited to the following:
 - 1. Pick up and disposal of litter in and around facility.
 - 2. Empty trash receptacles and replace liner(s) with 1.5 mil, provided by MGSA, or better.
 - 3. Sweep and wet mop the entire floor surface using an approved detergent disinfectant. Dry the floor with a dry mop.
 - 4. Clean walls and ceiling with a disinfectant detergent, including tile and grout.
 - 5. Clean sinks and counter tops with a disinfectant detergent.
 - 6. Clean and sanitize the interior and exterior of all surfaces and appliances, including stoves, microwaves, coffee makers and refrigerators.
 - 7. Clean the interior and exterior of all partition windows.
- E. MGSA agrees to immediately (within 24 hours) report to City any damage or vandalism to the Snack Bar or storage rooms.
- F. MGSA shall not begin storage of its property in the Snack Bar until the first day of each season. MGSA agrees to remove its property from the Snack Bar within one (1) week after the last game of each season. City accepts no liability for MGSA property stored on Premises.

- G. MGSA shall use the storage room to store maintenance and game equipment and food and drink supplies only. MGSA may store maintenance and game equipment in the storage room year round. No more than five (5) gallons of gasoline may be stored in the storage room. MGSA shall clean the storage room on a regular basis, and keep it free of dirt, dust, and debris. MGSA shall be required to vacate the storage room adjacent to the snack bar upon thirty (30) days written notice from the City if it is needed for City purposes.

9. Signs

MGSA 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 MGSA or any one claiming under MGSA, MGSA hereby authorizes City as MGSA'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 MGSA 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.

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

10. 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 as required by MMC 5.08 (Business Registration Permit.)
4. Vendors may not sell tobacco, alcohol, or any other product or item not approved by the City.

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

11. Indemnification and Hold Harmless

MGSA 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 MGSA or any person claiming use under or through MGSA unless such loss, damage, injury, or death is due to the sole negligence of the City. MGSA 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. MGSA 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 MGSA 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 MGSA 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.

12. Liability Insurance

MGSA 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 MGSA pursuant to this Agreement.

13. 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 City Manager or his/her designee in writing. All maintenance authorized to be performed by MGSA shall adhere to City specifications and standards.

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

- A. During use under this Agreement, MGSA shall be responsible to perform the following maintenance on Premises at MGSA's sole cost and expense:
1. Prior to the first game of the season, a representative from MGSA shall meet with the City Manager or his/her designee to review the condition of the infield areas. MGSA shall grade the infield areas of all ball fields, in order to level the fields and insure positive drainage, 2% cross fall maximum. Infield mix shall be added to the satisfaction of the City Manager or his/her designee and shall consist of 60% 'decomposed granite' and 40% 'brick dust' available from Peach Hill Soils or equal. The brick dust and decomposed granite shall be mixed evenly by the manufacturer prior to installation. MGSA shall provide the City with the quantity of the infield mix proposed and product specifications prior to the start of work. MGSA shall hire a contractor with proven grading experience and submit to the City the contractor's qualifications. MGSA shall obtain the City's written approval prior to commencing work.
 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 MGSA, black in color and 1.5 mill or better, unless otherwise approved by the City.
 3. Groom, drag, and rake infields. MGSA agrees to hand rake the infields within eighteen (18) inches of the infield grass line to prevent the build-up of a lip. MGSA shall replace infield fill when necessary using an infield mix to be specified and approved by City. Only white water-based acrylic paint, manufactured specifically for marking lines on sports turf and athletic fields, may be used on the turf. Athletic field paint may not contain calcium carbonate, vinyl copolymers, herbicides, or pesticides. Only white field chalk, manufactured specifically for marking lines on ballfields, may be used on the dirt portions of the infield. Chalk may not contain any lime-based products, or other chemicals known to cause skin and eye irritation.
 4. Maintain base pegs, pitcher's mounds, pitching rubbers, and home plates.
 5. Maintain backstops and dug-outs, including fence material and shade screens. Fencing and screens must be removed or repaired within seventy-two (72) hours of notification that repair or removal is needed.
 6. Remove graffiti from fences, backstops, and dugouts (including dugout covers) within seventy-two (72) hours of notification to do so. If MGSA fails to remove graffiti as described in this section, MGSA authorizes City to remove graffiti and to charge the cost and expense of such removal to MGSA, who agrees to pay the same upon demand.
 7. On ballfield #3 at AVCP, maintain infield irrigation, benches, and bleachers.

B. City shall be responsible to perform the following:

1. Irrigate, mow, fertilize, and aerate at City's expense turf areas within Premises.
2. Perform routine maintenance for normal wear and tear, and arrange for and schedule pest control services for, in, and around the Snack Bar.

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.

14. Improvements

MGSA 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 MGSA'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. MGSA shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. MGSA 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 MGSA alterations, additions, or improvements to the Premises.

If MGSA 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.

15. Amplified Sound

MGSA agrees not to use amplified sound without the prior written authorization of the City Manager or his/her designee. MGSA 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.

16. Flammable Material, Waste, and Nuisances

MGSA 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. MGSA also specifically agrees that it will not allow others to take such actions on the Premises. MGSA further agrees that it will keep the Premises clean, free from weeds, rubbish, and debris and in a condition satisfactory to City.

MGSA shall also provide adequate controls for dust, odors, and noise which may emanate from the Premises or from MGSA'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. MGSA 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. MGSA 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.

17. Pesticides and Herbicides

MGSA 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. MGSA 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.

18. Hazardous Materials Indemnity

MGSA 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 MGSA; 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 MGSA. 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.

19. 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.

20. Governing Law

MGSA agrees that in the exercise of its rights under this Agreement, MGSA 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.

21. Discrimination

MGSA 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.

22. Assignment and Subletting

MGSA 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 MGSA 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 MGSA, 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 MGSA by this Agreement.

23. Insolvency or Bankruptcy

If MGSA 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 MGSA 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 MGSA thereupon shall cease and terminate.

24. 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 MGSA 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.

25. 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.

26. 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.

27. 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.

28. 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, MGSA shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If MGSA 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.

29. Remedies

In case of the failure or refusal of MGSA 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 MGSA's personal property from the Premises at the sole cost, expense and risk of MGSA, which cost and expense MGSA 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.

30. 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, MGSA will pay to City attorney fees in addition to the amount of judgment.

31. 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 MGSA shall be given or mailed to MGSA at the address listed below and addressed to the current MGSA Regional Commissioner. It is the responsibility of MGSA 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 Girls Softball Association
Attn.: Scott Zulager
P.O. Box 246
Moorpark, CA 93020

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

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Authority to Execute Agreement

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

**MOORPARK GIRLS SOFTBALL
ASSOCIATION**

**Steven Kueny
City Manager**

**Scott Zulager
President**

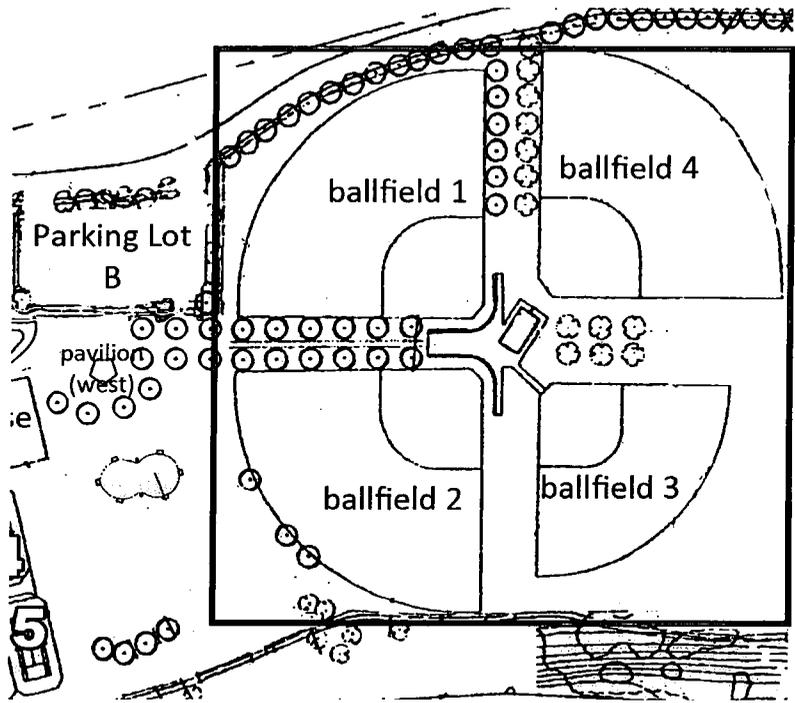
Attest:

**Maureen Benson
City Clerk**

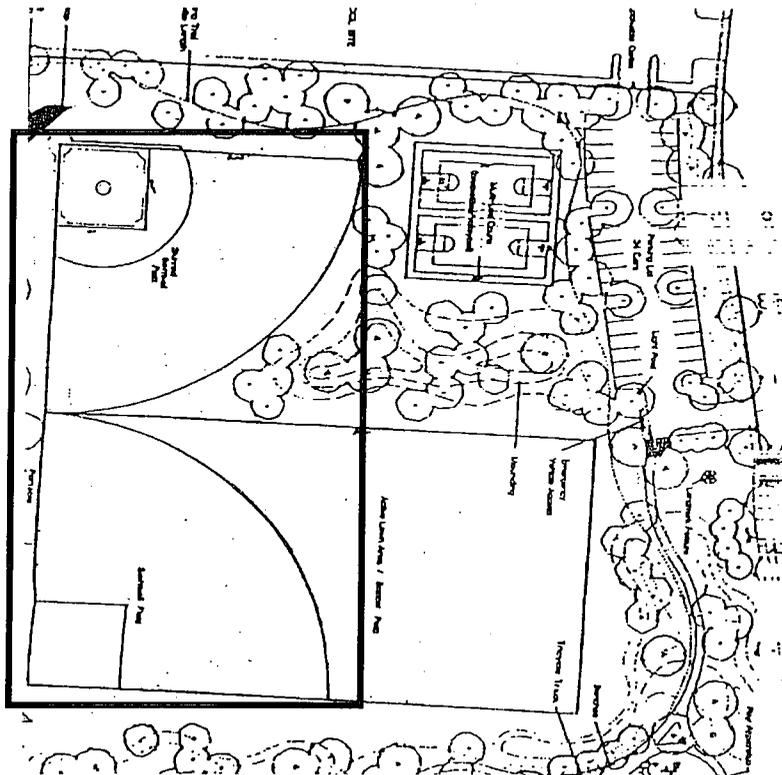
Attachments: A: Premises
 B: Insurance Requirements

Attachment A
Premises

Arroyo Vista Community Park
Softball fields 1, 2, 3, and 4
Snack Bar and Storage Room
adjacent to softball fields



Mountain Meadows Park
Softball fields 1 and 2



Attachment B Insurance Requirements

MGSA 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. MGSA shall furnish a Certificate of Liability Insurance and Insurance Endorsement to the City within thirty (30) days of execution of this Agreement. MGSA 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 MGSA or City.
- B. Provide a minimum of \$1,000,000.00 commercial general liability coverage, and shall be written on an occurrence basis.
- C. MGSA'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 MGSA owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If MGSA or MGSA's employees or volunteers will use personal autos in any way during the performance of this Agreement, MGSA 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. MGSA 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.

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
AMERICAN YOUTH SOCCER ORGANIZATION REGION 363
FOR USE OF CITY FACILITIES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and AMERICAN YOUTH SOCCER ORGANIZATION REGION 363, a nonprofit organization, hereinafter referred to as "AYSO".

WITNESSETH:

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

WHEREAS, AYSO provides soccer programs for the youth of the Moorpark community; and

WHEREAS, AYSO 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 AYSO, and AYSO hereby accepts from City, the use of certain real property and associated facilities and equipment at Arroyo Vista Community Park, hereinafter "AVCP", 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 fields 1, 2, 3, 4, 5, 6, 7, and 8 (limited to four fields for spring season.)
- B. The outfield portion of softball fields 1, 2, 3, and 4 (for fall season and tournaments only).
- C. Football field and practice football field (for Saturday and Sunday during seasonal play and tournaments only).
- D. Storage room adjacent to the snack bar located by the football field. Storage room is approximately 460 square feet of storage space located on the north side of the storage building, bounded by a chain link fence on the south side of the storage area. Storage room or area may be moved or modified with thirty (30) days written notice from City.

E. Outside storage area adjacent to Parking Lot D for storage of four (4) portable light towers. Storage room or area may be moved or modified with thirty (30) days written notice from City.

F. Both snack bar facilities (for fall season and tournaments only).

Actual fields allocated may be less than described above, and shall be governed by the "Moorpark Parks and Recreation Master Plan" standard field allocations for games. Said allocations for soccer shall be one (1) field per twelve (12) teams. One (1) City athletic field shall be counted as one (1) to four (4) league fields, dependent on the size of the field required for the age group. At City's sole discretion, other fields may be temporarily assigned to AYSO if all, or a portion of, fields listed above are not available due to closure for maintenance or use by City for its own programs.

For use of City facilities other than described above, AYSO 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, 2015, and ending on June 30, 2018, provided however, that City's obligations hereunder shall be contingent upon AYSO'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

AYSO agrees to pay the City Use Fees as follows:

A. Hourly Use Fees for Sports Fields for facilities described in Section 1 A, B, D, and E of this Agreement:

Year 1 (use between July 1, 2015, and June 30, 2016):

\$7.00/hour for athletic fields

\$5.00/hour for softball/baseball fields

Year 2 (use between July 1, 2016, and June 30, 2017):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

Year 3 (use between July 1, 2017, and June 30, 2018):

\$8.00/hour for athletic fields

\$5.50/hour for softball/baseball fields

- B. **Snack Bar Fees:** One thousand dollars (\$1,000.00) annually per Snack Bar for use of the Snack Bars.
- C. **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. AYSO shall submit 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 within thirty (30) days of the start of each season for the purpose of verifying, assessing, and tracking non-resident fees. Rosters shall be returned to AYSO after review and recording of non-resident participants. Non-resident fees shall be payable within thirty (30) days of notification by City of amount due. City shall reconcile non-resident fees paid thirty (30) calendar days prior to the end of each fiscal year. In the event AYSO paid to City more than one non-resident fee per family for the fiscal year, City shall refund to AYSO 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.
- D. **Staff Fees:** Staff fees as described in the current City Council Park Rental Fees Resolution, as may be amended from time to time, for monitoring of and maintenance during tournaments. Staff fees shall be paid for the duration of the tournament.
- E. Fees shall be charged and payable as defined in the Park Rental Fees Resolution for all other uses, including use of field lights.

Fees for use under the Agreement must be paid in accordance with the following schedule. Failure to pay fees when due will result in the denial or cancelation of the permit for use under the Agreement.

- \$100 due at time of application.
- 50% payment due within five (5) business days of issuance of permit for seasonal use, full payment due within five (5) business days of issuance of permit for tournaments.
- Balance of payment due within ten (10) business days of start of season.

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 AYSO written notice by April 1.

4. Refunds or Credits for Use Fees

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

- A. 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 the City Manager or the City Manager's designee) which make the Premises unusable, such as water saturated fields. AYSO may also reschedule the canceled date, within the time frames and

maximum use allowed by this Agreement.

- B. 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, AYSO 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 AYSO'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 the City Manager's designee.

Use under this Agreement is limited to a maximum of forty-two (42) total weeks per calendar year, plus three (3) annual tournaments. Each tournament may not exceed two (2) weekends or four (4) total days. Weekends for each tournament must be consecutive, unless facilities are not available due to City use, holidays, maintenance, or other rental use. Tournament use is subject to availability of fields, and may not interfere with Moorpark Girls Softball or Moorpark Musketeers Youth Football use of Premises as identified in their respective Agreements.

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

A schedule of times and days requested for reservation for games and practices shall be furnished to the Parks and Recreation Director (PR Director) or the PR Director's designee for the City's approval at least thirty (30) calendar days prior to the start of the season or tournament. The schedule must be provided on the "Park Facility Reservation Application Youth Sports Organizations" form for seasonal use, and on the "Tournament Reservation Application" form for tournaments. Schedules submitted less than thirty (30) calendar days in advance, or without the completed forms as referenced above, will not qualify for use under the Agreement. Reservation requests submitted less than thirty (30) days in advance will be processed and fees charged in accordance with the Park Rental Rules and Park Rental Fees resolutions.

The City shall provide AYSO with an approved Rental Permit detailing the dates and times AYSO is authorized to use Premises. Changes to the schedule must be submitted to City in writing. 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 AYSO. The general public shall have access to and use of Premises at times not included in the approved

Rental Permit. AYSO shall not have use of Premises outside of the approved Rental Permit.

6. General Conditions

- A. In order to retain rights under this Agreement, AYSO shall maintain status as a 501 (c) (3) nonprofit corporation chartered within the City of Moorpark. AYSO 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 AYSO's prior fiscal year; 2) a budget summary of estimated revenue and expenditures for AYSO'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, AYSO must register and maintain a minimum of seventy-five (75) players. Additionally, a minimum of eighty percent (80%) of participants must reside within Moorpark city limits. AYSO 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 AYSO after review by City. In lieu of a printed roster, AYSO 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. AYSO 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. AYSO shall submit to City a Certificate of Authorized Signatories, with names and signatures of those authorized to sign documents on behalf of AYSO. A new form shall be submitted any time the list of authorized signatories changes.
- E. AYSO agrees to obtain a rental permit as required by section 12.16.160 of the Moorpark Municipal Code (MMC) for all use of City facilities not included in the "Premises" and "Use" sections of this Agreement. AYSO 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

AYSO 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 the City Manager's 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. Snack Bars and Storage Rooms

- A. The sale and consumption of food and beverages shall be at the discretion of AYSO with the exception that no alcoholic beverages shall be sold or consumed on Premises.
- B. AYSO shall be provided with no more than eight (8) keys to the Snack Bars and storage rooms prior to the start of the season and shall be responsible for securing said keys. Said keys shall not be duplicated. Upon vacating the Snack Bars or storage rooms, AYSO shall return the keys to City. AYSO shall return the keys to City within fifteen (15) days of vacating use at the end of the season or when Agreement is terminated. In the event any key(s) assigned to AYSO are lost or stolen, AYSO agrees to reimburse City for all costs, including a fifteen percent (15%) administrative fee, associated with re-keying facilities and issuing replacement keys.
- C. AYSO shall obtain all required health and other permits for the operation of the Snack Bars and preparation and sale of food and beverages. AYSO shall notify City in writing of any notice of correction or closure received from the Ventura County Environmental Health division within forty-eight (48) hours of receiving such notice.
- D. AYSO agrees to clean Snack Bars including counters, sinks, floors, and walls after each use, and to remove and dispose of all trash in and around Snack Bars to trash bins provided by City. The Snack Bar shall be cleaned and sanitized thoroughly at the end of each day that the facility is used, to the satisfaction of the City. Any required repair to equipment, appliances, fixtures, or any damage to the facility or any graffiti observed shall be immediately reported to the City. AYSO shall supply all cleaners and supplies. Daily cleaning includes the interior and exterior of the Snack Bar facility, including, but not limited to the following:
 - 1. Pick up and disposal of litter in and around facility.
 - 2. Empty trash receptacles and replace liner(s) with 1.5 mil, provided by AYSO, or better.
 - 3. Sweep and wet mop the entire floor surface using an approved detergent

disinfectant. Dry the floor with a dry mop.

4. Clean walls and ceiling with an approved disinfectant detergent, including tile and grout.
 5. Clean sinks and counter tops with an approved disinfectant detergent.
 6. Clean and sanitize the interior and exterior of all surfaces and appliances, including stoves, microwaves, coffee makers, and refrigerators.
 7. Clean the interior and exterior of all partition windows.
- E. AYSO shall not begin storage of its property in the Snack Bars until the first day of each season. AYSO agrees to remove its property from the Snack Bars within one (1) week after the last game of each season. City accepts no liability for AYSO property stored on Premises.
- F. AYSO shall use the storage room to store maintenance and game equipment and food and drink supplies only. AYSO may store maintenance and game equipment in the storage room year round. No more than five (5) gallons of gasoline may be stored in the storage room. AYSO shall clean the storage room on a regular basis, and keep it free of dirt, dust, and debris. AYSO shall be required to vacate the storage room adjacent to the snack bar upon thirty (30) days written notice from the City if it is needed for City purposes.
- G. AYSO shall use the outside storage area to store up to four (4) light towers. Light towers may not be fueled on Premises, and fuel may not be stored on Premises. Use of light towers shall be included on the approved Rental Permit for each date of use. Light towers must be stored in the storage area each night.
- H. AYSO agrees to immediately (within 24 hours) report to City any damage or vandalism to the Snack Bars or storage rooms.

9. Signs

AYSO 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 the City Manager's designee. In the event of a violation of this provision by AYSO or any one claiming under AYSO, AYSO hereby authorizes City as AYSO'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 AYSO 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.

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

10. Vendors

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

- A. Vendors must complete the City's vendor application form.
- B. Vendors must be self-contained.
- C. Vendors must abide by all local, state, and federal laws, including but not limited to, environmental health regulations and the Americans with Disabilities Act (ADA). Vendors must have a current Moorpark business registration permit as required by MMC 5.08 (Business Registration Permit).
- D. Vendors may not sell tobacco, alcohol, or any other product or item not approved by the City.

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

11. Indemnification and Hold Harmless

AYSO 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 (including costs of fees and expenses for legal services), and/or liability arising or growing out of loss or damage or destruction 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 AYSO or any person claiming use under or through AYSO unless such loss, damage, injury, or death is due to the sole negligence of the City. AYSO 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. AYSO 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 AYSO 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 AYSO 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.

12. Liability Insurance

AYSO 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 AYSO pursuant to this Agreement.

13. 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 the City Manager's designee in writing. All maintenance authorized to be performed by AYSO shall adhere to City specifications and standards.

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

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

1. Mark soccer field lines using only an approved water-based acrylic paint, manufactured specifically for marking lines on sports turf and athletic fields. Athletic field paint may not contain calcium carbonate, vinyl copolymers, herbicides, or pesticides.
2. Maintain, install, and secure soccer goals in a manner and location as approved in writing by the City Manager or the City Manager's designee. Nets and goals shall be free from defects, and in good working condition. Nets and goals shall be maintained, repaired, and/or replaced as needed at AYSO's sole cost and expense. Nets or goals in need of repair shall be removed from play, locked, and secured until repaired. Prior to use, goals shall be properly secured to the ground with mounting hardware supplied or approved by the goal manufacturer. AYSO shall attempt to vary the placement of the goals periodically to maintain the integrity of the turf and shall consult with City to identify mutually agreeable locations prior to installation. Goals shall be secured and stored at a location on Premises mutually agreed upon in writing by AYSO and City when not in active use for games or practices. Goals and nets may be placed the night before for

morning games or practices beginning earlier than 11:00 a.m. Goals may be placed no earlier than two hours prior to the start of a game or practice for games or practices starting at 11:00 a.m. or later. Goals must be stored no later than two hours after the conclusion of a game or practice.

3. 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 seventy-five percent (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 AYSO, black in color and 1.5 mill or better, unless otherwise approved by the City.
4. AYSO shall remove their goals after the regular season for storage at a location on Premises mutually agreed upon in writing by AYSO and City.

B. City shall be responsible to perform the following:

1. Irrigate, mow, fertilize, and aerate at City's expense turf areas within Premises.
2. Perform routine maintenance for normal wear and tear, and arrange for and schedule pest control services for, in, and around the Snack Bars.

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.

14. Improvements

AYSO shall not make any alterations, additions, or improvements upon the Premises without the prior written consent of the City Manager or the City Manager's 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 AYSO'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 the City Manager's designee, any alterations, additions and improvements shall remain on and be surrendered with the Premises upon the expiration or termination of this Agreement. AYSO shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. AYSO 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 AYSO alterations, additions, or improvements to the Premises.

If AYSO 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 the City Manager's designee in writing.

15. Amplified Sound

AYSO agrees not to use amplified sound without the prior written authorization of the City Manager or the City Manager's designee. AYSO 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 MMC.

16. Flammable Material, Waste, and Nuisances

AYSO 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. AYSO also specifically agrees that it will not allow others to take such actions on the Premises. AYSO further agrees that it will keep the Premises clean, free from weeds, rubbish, and debris and in a condition satisfactory to City.

AYSO shall also provide adequate controls for dust, odors, and noise which may emanate from the Premises or from AYSO'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. AYSO 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. AYSO also agrees that it shall not use amplified sound or field lighting on Premises for any reason, without the prior written consent of City Manager or his/her designee.

17. Pesticides and Herbicides

AYSO agrees that prior to any application of either pesticides or herbicides, it shall receive written consent from the City Manager or the City Manager's designee, and further any pesticide or herbicide applications on the Premises shall be made in accordance with all federal, state, county, and local laws. AYSO 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.

18. Hazardous Materials Indemnity

AYSO 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 AYSO; 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 AYSO. 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.

19. 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.

20. Governing Law

AYSO agrees that in the exercise of its rights under this Agreement, AYSO shall comply with all applicable federal, state, county, and local laws and regulations in connection with its use of the Premises, including but not limited to the ADA. 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.

21. Discrimination

AYSO agrees not to discriminate against any person or class of persons by reason of race, ancestry, physical disability, medical condition, marital status, gender, color, religion, creed, or national origin in the use of the Premises.

22. Assignment and Subletting

AYSO 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 AYSO excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the City Manager or the City Manager's 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 AYSO, by operation of law, without the written consent of the City Manager or the City Manager's designee. 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 AYSO by this Agreement.

23. Insolvency or Bankruptcy

If AYSO 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 AYSO 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 AYSO thereupon shall cease and terminate.

24. 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 AYSO 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.

25. 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.

26. 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.

27. 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.

28. 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, AYSO shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If AYSO 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.

29. Remedies

In case of the failure or refusal of AYSO 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 AYSO's personal property from the Premises at the sole cost, expense and risk of AYSO, which cost and expense AYSO 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.

30. 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, AYSO will pay to City attorney fees in addition to the amount of judgment.

31. 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 AYSO shall be given or mailed to AYSO at the address listed below and addressed to the current AYSO Regional Commissioner. It is the responsibility of AYSO 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 AYSO

c/o Bill Gratke
4618 Big Country Ct.
Moorpark, CA 93021

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

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Authority to Execute Agreement

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

**AMERICAN YOUTH SOCCER
ORGANIZATION REGION 363**

**Steven Kueny
City Manager**

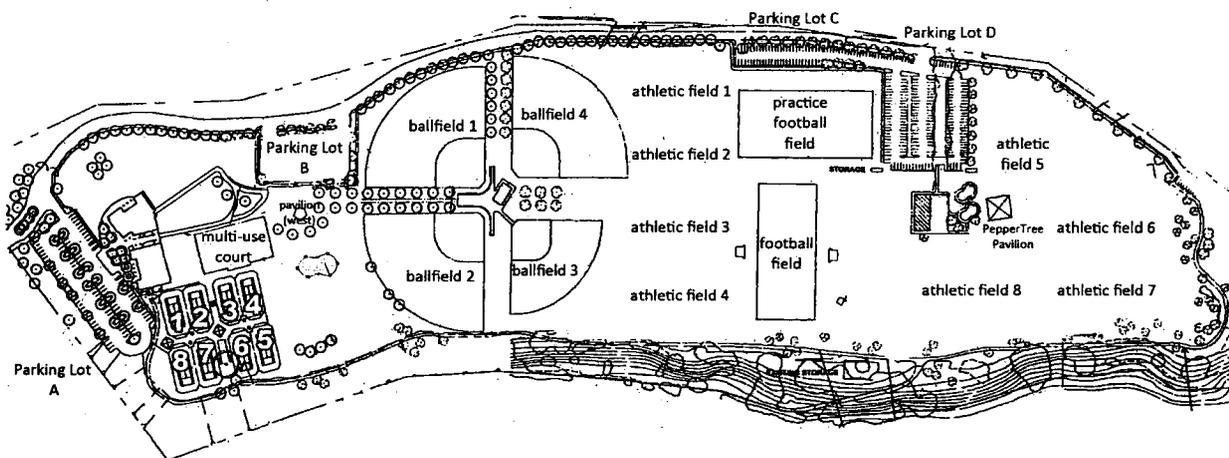
**Bill Gratke
Regional Commissioner**

Attest:

**Maureen Benson
City Clerk**

Attachments: A: Premises
 B: Insurance Requirements

Attachment A
Premises



Arroyo Vista Community Park

FALL SEASON:

- Athletic fields 1, 2, 3, 4, 5, 6, 7, and 8
- Outfield portion only of ballfields 1, 2, 3, 4
- Football field and practice football field (Saturday and Sunday only)
- Snack Bar & Storage Room

SPRING SEASON:

- Limited to four (4) fields of
- Athletic fields 1, 2, 3, 4, 5, 6, 7, and 8
- Football field and practice football field (Saturday and Sunday only)

TOURNAMENTS:

- Athletic fields 1, 2, 3, 4, 5, 6, 7, and 8
- Football field
- Practice football field
- Outfield portion only of ballfields 1, 2, 3, 4 (if available)
- Snack Bar

Attachment B

Insurance Requirements

AYSO 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. AYSO shall furnish a Certificate of Liability Insurance and Insurance Endorsement to the City within thirty (30) days of execution of this Agreement. AYSO 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 AYSO 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 AYSO owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If AYSO or {Organization Name}'s employees or volunteers will use personal autos in any way during the performance of this Agreement, AYSO 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. AYSO 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.