

Memorandum of Understanding
Between the
Conejo Recreation and Park District
and
American Youth Soccer Organization (Region 9)

This Memorandum of Understanding (MOU) is entered into by and between Conejo Recreation & Park District ("CRPD") on the one hand, and American Youth Soccer Organization Region 9 ("AYSO"), on the other hand, in light of the following:

- A. *Whereas* for more than thirty years CRPD has owned the property known as Conejo Creek Southeast, ("Conejo Creek Sports Fields") including turf fields used for playing the sport of soccer (the "Soccer Complex"); and
- B. *Whereas* AYSO has for more than thirty years participated with and assisted CRPD in maintaining and managing the Soccer Complex for use by AYSO registered players and for other players; and
- C. *Whereas* AYSO operates a not-for-profit program for youth soccer players using volunteer referees, coaches and administrators based on the principles of Open Registration, Everyone Plays, Balanced Teams, Good Sportsmanship and Positive Coaching and has served more than 60,000 youth of the community; and
- D. *Whereas* AYSO has for more than thirty years operated its soccer programs on the Soccer Complex including games, practices and other soccer related events; and
- E. *Whereas* AYSO has maintained, with CRPD's permission, portable storage containers to store uniforms and equipment (including one adapted for use as a concession stand) on Conejo Creek Sports Fields and has, at its own expense and with CRPD's permission, caused to be installed temporary lighting and telephone lines; and
- F. *Whereas* AYSO has paid CRPD a use fee, paid for their use of electricity for the site, contributed money to help defray the cost to construct and maintain the fields, provided portable restrooms and trash collection, and furnished goals, nets, and other equipment which has been used by AYSO as well as by CRPD and its permittees without charge; and
- G. *Whereas* CRPD, through a comprehensive community-based planning process, in which AYSO has participated actively, has developed a Conejo Creek Master Plan ("Master Plan") for Conejo Creek Sports Fields, including the Soccer Complex; and

- H. *Whereas* the Master Plan includes a variety of improvements to the Soccer Complex, including an expansion of the number of soccer fields from 9 to 12; replacement of the existing temporary lighting with modern permanent sports field lighting; a baseball field; surface parking facilities adjacent to Highway 23; a playground/tot lot; permanent restrooms; passive green space; a picnic area; hiking, biking and equestrian trails; and a permanent building to be known as a Recreation Center in which will provide community meeting rooms, storage, a concession stand, restrooms, and generally serve to offer community recreational programming and
- I. *Whereas* upon completion of the Recreation Center, AYSO and CRPD will consider use of said facilities pursuant to a separate agreement, the terms and conditions of which shall be consistent with this MOU; and
- J. *Whereas* CRPD desires to move forward with the Master Plan through a number of phases over a period of years with limited capital funds; and
- K. *Whereas* AYSO encourages CRPD to complete the Master Plan and, toward that end, has donated to CRPD, free and clear of all obligations apart from those contained herein, modern permanent sports field lighting as contemplated in the Master Plan, purchased by AYSO from Musco Lighting and constructed pursuant to specifications created by CRPD and under CRPD's supervision at a cost of approximately \$300,000 (the "Musco Lights"); and
- L. *Whereas* AYSO will use its best efforts to assist CRPD in raising additional capital funds as needed to complete the Master Plan; and
- M. *Whereas*, CRPD desires to give AYSO first priority use of the Soccer Complex during its principal season from August 1st to December 31st; its secondary season from January 1st to March 31st; and schedule permitting, during other times subject to certain designated civic days and CRPD community events;

Now, Therefore, In Consideration Of The Foregoing And These Mutual Promises It Is Agreed As Follows:

1. **AYSO Agrees To** contribute the following to be used by CRPD for constructing the Soccer Complex, storm water systems, parking areas, utilities, restrooms and Recreation Center:
 - a) The Musco Lighting System which has already been delivered to the Soccer Complex site, inspected and received by CRPD, and installed by CRPD's contractor according to CRPD's design specifications. AYSO shall have no obligation for the care, maintenance and safe-keeping of the Musco Lighting System and it shall be the sole property of CRPD.
 - b) Provided CRPD fulfills its obligations to AYSO contemplated by this MOU, AYSO shall pay CRPD the sum of three-hundred seventy

thousand dollars (\$370,000) to help defray the estimated \$2.55 million cost of construction of Phase 2 improvements. Phase 2 improvements generally include new parking and turf areas and related infrastructure more particularly described in Exhibit 1. Phase 2 is expected to begin construction in May 2007 and be substantially completed in August 2007. CRPD agrees to invoice AYSO the full amount of three-hundred seventy thousand dollars (\$370,000) only after CRPD has expended at least \$1,000,000 for Phase 2. AYSO agrees to pay within 30 days of receiving an invoice from CRPD. The progress of construction and development of the Soccer Complex may require minor modification in the amount or timing of payment. In no event shall AYSO be called upon to pay an installment until and unless CRPD has expended funds or has contracts to expend funds of at least the amount of the installment and furnishes AYSO evidence of payment or a contract for work showing the purpose for which the funds will be used. Said sum of three-hundred seventy thousand dollars is to be used exclusively for completing the Soccer Complex, parking areas, utilities and restroom portion of the Master Plan. Payments may be made instead to a third party, upon agreement of both Parties.

- c) AYSO shall use its best efforts, without being obligated to do so, to raise an additional amount of three-hundred thousand dollars (\$300,000), in cash or in-kind services, and contribute said cash or services to CRPD during the multi-phase construction period of the Master Plan. Any in-kind service must be first agreed upon between the parties and the value approved by CRPD before the service is rendered. Failure to develop any or all of the funds described in this subparagraph 1(c) shall not give cause to terminate this MOU nor shall CRPD have legal cause to compel payment of any or all of this sum.

2. CRPD Agrees to:

- a) Provide AYSO Region 9 first priority use of the Soccer Complex during the field allocation process based on establishment of at least 51% of AYSO participants are residents within the District during the period of August 1 to March 31. At all other times AYSO use is subject to CRPD priorities related to other community uses. CRPD will collaborate and coordinate with AYSO to determine scheduling for such community uses. CRPD recognizes that soccer has become a year-round sport in Southern California, and that all efforts will be made by CRPD to accommodate AYSO throughout the year. The parties acknowledge that the use of fields has been, and will likely continue to be, unavailable during the exclusive-use period of Conejo Valley Days; field refurbishment periods; necessary maintenance periods; as well as significant CRPD-sponsored community events such as the Eggstravaganza. CRPD will use its best efforts to provide as much notice as reasonably possible when some, or all, of the fields will be

unavailable. In addition, the parties acknowledge that improvements to Conejo Creek Park South will require the elimination of use of some fields during the construction and turf establishment periods. The intent of the parties is that there will be no net loss of usable soccer fields from the number of soccer fields available in 2003.

- b) The initial term of this MOU, and of the Agreement contemplated hereinabove in Paragraph I, is ten (10) years commencing April 19, 2007 and ending April 18, 2017. AYSO shall have an option to renew said MOU for an additional ten (10) year period expiring April 18, 2027. Said option will be exercised automatically, with or without notice unless, no later than January 18, 2017, AYSO gives written notice of intent not to exercise said option.
- c) Upon termination of the MOU, and the Agreement contemplated hereinabove in Paragraph I, AYSO shall have no obligation to restore the premises to its condition on the date of this MOU and shall deliver over the use of the Soccer Complex to the CRPD in its then existing condition and CRPD agrees to accept it in that condition.

3. AYSO and CRPD Further Agree that, during the term of the MOU:

- a) CRPD shall maintain the Soccer Complex in accordance with industry standard practices for turf and grounds management of public sports fields as defined by the Sports Turf Manager's Association including annual soil analysis testing, field refurbishment following Conejo Valley Days, cyclic mowing, vertical slicing, aerification, fertilization, pest control (including weeds, rodents, insects, fungi, disease), irrigation maintenance and top dressing. Unless otherwise agreed, CRPD shall also maintain the future permanent restrooms, Recreation Center, utilities, irrigation system, and new parking lot. CRPD shall also be obligated to maintain and safeguard the Musco Lighting System in good working condition and to repair it or replace it in the event of damage or failure. AYSO will maintain soccer equipment owned by it. AYSO also will maintain its storage facilities and its concession facilities allowed pursuant to Paragraph "e", below. CRPD and AYSO shall jointly cooperate to develop on-going maintenance standards. AYSO will use its best efforts to assist CRPD with minor repairs and maintenance (e.g. trimming hedges, general clean-up, etc.) whenever possible.
- b) AYSO shall pay a reasonable fee ("the AYSO Use Fee") for use of the Soccer Complex. The AYSO Use Fee shall be determined annually and set forth in writing on or before April 30 of each calendar year. The AYSO Use Fee shall be calculated to defray CRPD's ongoing costs for field maintenance, utilities, water and other costs related to the Soccer Complex during the priority use period set forth above. Other users who are permitted to use the fields, shall pay user fees in accordance with

CRPD ordinance manual, policies and fee schedule. That portion of fees collected from other users equal to the AYSO Use Fee shall be applied to offset the AYSO Use Fee paid by AYSO. CRPD shall, at AYSO's request, provide access to AYSO representatives to review all books and records of CRPD related to maintenance of the fields and other fixed costs attributed to the Soccer Complex and all books and records related to fees collected from other permitted users.

- c) AYSO will cooperate with CRPD to allow use of the Soccer Complex by soccer players other than those registered with AYSO, and other sports field users, to the extent such use can be done without interrupting or limiting use by AYSO pursuant to this MOU. Such permitted groups shall add AYSO Region 9 on any CRPD-required Certificate of Insurance naming CRPD and AYSO Region 9 as additional insureds. CRPD and AYSO shall each maintain designated contact persons whose duty shall include allocating reasonable time to other users consistent with this paragraph. Disagreements between AYSO and CRPD regarding use of the fields will be submitted to binding neutral arbitration and the prevailing party in any such arbitration shall be awarded any fees it paid to the arbitrator and reasonable costs of the arbitration as provided by California law for actions filed in court.
- d) CRPD shall allow AYSO to use the parking areas and Recreation Center pursuant to such terms, conditions and fees as are promulgated for the general public. AYSO will have priority use of the parking areas during the period of its priority use of the Soccer Complex.
- e) CRPD shall allow AYSO to maintain its existing temporary storage facilities and stand for sale of snacks, food and beverages (the "Concession Stand") on the Soccer Complex on a year round basis throughout the entire term of this MOU, and the Agreement contemplated hereinabove in Paragraph I, including the option period(s) if exercised, or until other arrangements for storage and a concession facility have been reached by separate agreement between AYSO and the CRPD. No CRPD fee or other charge will be assessed for keeping the storage facility and existing Concession Stand on the Soccer Complex. CRPD shall allow AYSO access to the said storage and concession facilities at all times.
- f) AYSO will comply with the rules and regulations established by CRPD for all users of the Complex as set forth from time to time in CRPD's "Special Use Conditions for Conejo Creek Park Soccer Facilities" (last updated August 31, 2006), except to the extent that such rules or regulations are inconsistent with the terms and conditions of this MOU. Any user fee requirement set forth therein shall apply to AYSO only to the extent it is consistent with paragraph 3(b), above. Nothing in this paragraph or otherwise shall be construed to create an obligation to pay

a fee greater than that set forth in paragraph 3(b) or, when applicable, paragraph 3(d). In any event, fees charged to AYSO will be no greater than the most favorable fee charged to other similar user groups for use of the fields and facilities at Conejo Creek South.

4. **Mutual Cooperation and Arbitration.** AYSO and CRPD shall confer from time to time as needed to reach agreement regarding the obligations, duties and rights set forth herein. Any disagreement shall be resolved by binding arbitration by a neutral arbitrator.
5. **Non-Transferability.** This MOU is non-transferable without the consent of each party.
6. This MOU and the Agreement contemplated hereinabove in Paragraph I shall be construed in accordance with California law.
7. This Agreement shall be binding upon the parties and their successors in interest.
8. CRPD shall be solely liable for any hazardous waste cleanup unless caused solely by AYSO.
9. In the event either CRPD or AYSO causes injury or damage, the party at fault shall indemnify the passive party.
10. **Notice.** Any written notice required by this MOU shall be delivered to:

CRPD:
Jim Friedl
General Manager
Conejo Recreation & Park District
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
(805) 497-3199 FAX

AYSO Region 9
Regional Commissioner
PO Box 4914
Thousand Oaks, CA 91359-1914
AYSO National Office
12501 S. Isis Ave.
Hawthorne, CA 90250

IN WITNESS WHEREOF, the parties have executed this MOU as of the date written below.

Dated

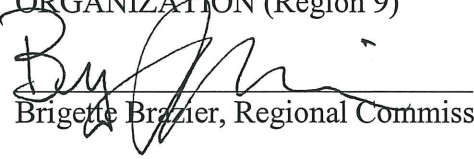
4/19/07

CONEJO RECREATION AND PARK DISTRICT


Jim Friedl, General Manager

AMERICAN YOUTH SOCCER
ORGANIZATION (Region 9)

Dated


Brigitte Brazier, Regional Commissioner

AMENDMENT #1
Memorandum of Understanding
Between the
Conejo Recreation and Park District
and
American Youth Soccer Organization (Region 9)

This Amendment #1, created as a result of the March 29, 2012 Memorandum of Agreement between the Conejo Recreation & Park District ("CRPD"), and American Youth Soccer Organization Region 9 ("AYSO") for the development of a community room/snack bar/restroom facility, to the April 19, 2007 Memorandum of Understanding (MOU), is entered into by and between CRPD, and AYSO.

The community room/snack bar/restroom is the property of CRPD.

AYSO shall be the main operator of the snack bar.

1. AYSO Agrees to:

- a) Pay CRPD \$290,000 in 10 equal installments of \$29,000 as repayment of funds advanced by CRPD for the completion of the community room/snack bar/restroom at Conejo Creek South. Installments are due no later than April 1 of each year; the first installment is due by April 1, 2014.
- b) Pay CRPD \$10,000 in 10 equal installments of \$1,000 as consideration for ongoing costs for maintenance, utilities, water and other costs related incurred by CRPD as a result of the completion of the community room/snack bar/restroom. Installments are due no later than April 1 of each year; the first installment is due by April 1, 2014.
- c) Operate and provide minor maintenance of the snack bar to industry standards to ensure safe operations.
 - 1) Operations of the snack bar shall include, but not limited to, serving of food, including supplies, as approved by and annually permitted by the Ventura County Health Department.
 - 2) Minor maintenance to the snack bar shall include, but not limited to, full interior custodial service including supplies, painting, full kitchen equipment maintenance, repair and replacement, minor mechanical, electrical, and plumbing repair and replacement items that cost less than \$5,000, basic exterior custodial including trash removal, patio sweeping and cleaning.

2. CRPD Agrees to:

- a) Provide AYSO first priority use of the community room during the field allocation process during the period of August 1 to January 31. AYSO shall provide CRPD with a schedule of desired use no later than August 1 of each year, requests after August 1 shall be considered on an as available basis with requests from other organizations and CRPD.
- b) Provide AYSO first priority use of the community room during the field allocation process during the period of February 1 to July 31. AYSO shall provide CRPD with a schedule of desired use no later than February 1 of each year, requests after February 1 shall be considered on an as available basis with requests from other organizations and CRPD.
- c) The parties acknowledge that the use of the community room/snack bar/restrooms by AYSO will likely be unavailable during the exclusive-use period of Conejo Valley Days, field refurbishment periods, necessary maintenance periods, as well as significant CRPD-sponsored community events such as the Spring Fest/Eggstravaganza. CRPD will use its best efforts to provide as much notice as reasonably possible when the community room/snack bar/restrooms will be unavailable.
- d) Provide major maintenance to the snack bar, including, but not limited to, mechanical, electrical, and plumbing items that cost over \$5,000, exterior maintenance such as roof, wall and patio repair.
- e) Provide complete maintenance to the community room and restrooms.
- f) Provide necessary repairs and replacement for damages caused by a third party of unknown origin.

3. **AYSO and CRPD Further Agree** that, during the term of the MOU:

- a) Future capital improvements to the community room/snack bar/restroom shall be submitted by AYSO and agreed to by CRPD before execution. Terms and conditions of the development of the capital improvements shall be agreed to on an individual basis.
- b) AYSO shall not pay a usage fee to CRPD, other than the annual payment described above, for AYSO Region 9's use of the community room/snack bar/restroom.
- c) AYSO shall pay field user fees ("AYSO Field Use Fee") for use of the fields at the Soccer Complex. The AYSO Field Use Fee shall be in accordance with CRPD ordinance manual, policies and fee schedule and be determined annually and set forth in writing on or before July 1 of each calendar year. The AYSO Field Use Fee is utilized to defray CRPD's ongoing costs for field maintenance, water and other costs

related to the fields at the Soccer Complex. For the initial term of the MOU and this Amendment only, the AYSO Field Use Fee shall be calculated annually with the period starting April 1 and ending March 31 of each year. For the initial term of the MOU and this Amendment only, the AYSO Field Use Fee shall be discounted 50%, starting with the period April 1, 2013 and ending March 31, 2014; and ending with the period April 1, 2022 and ending March 31, 2023.

- d) AYSO shall pay light user fees ("AYSO Light Use Fee") for use of the lights at the Soccer Complex. The AYSO Light Use Fee shall be in accordance with CRPD ordinance manual, policies and fee schedule and be determined annually and set forth in writing on or before July 1 of each calendar year. The AYSO Light Use Fee is utilized to defray CRPD's ongoing costs for utility, lighting and other costs related to the lights at the Soccer Complex.
- e) AYSO shall not assign, sublet, permit or otherwise allow others to use the community room or snack shack without the prior approval of CRPD. Use of the community room by any persons or organizations other than AYSO Region 9 shall be handled by CRPD through CRPD's existing permitting and reservation process.
- f) If a third party desires to utilize and operate the snack shack for an event, AYSO and said third party shall prepare and submit an agreement for CRPD's approval. The third party shall name CRPD as an additional insured on their insurance with CRPD which shall include use of the snack bar.
- g) The rights granted AYSO may or may not create a possessory interest subject to taxation by the County Assessor. AYSO agrees that it shall be responsible for any possessory interest taxes or other taxes generated by AYSO's use of the snack shack or community room.
- h) Hours of operation for the community room/snack bar/restroom shall not go beyond 9:00 p.m. unless otherwise agreed to by the parties.
- i) The term of the MOU expires on April 18, 2017, by this Amendment, the initial term of the MOU and this Amendment shall be 10 years starting from April 1, 2013 to April 1, 2023. AYSO shall have an option to renew said MOU for an additional ten (10) year period expiring April 1, 2033. Said option will be exercised automatically, with or without notice unless, no later than October 1, 2032, AYSO gives written notice of intent not to exercise said option.

In the event of a conflict between this Amendment #1 to the MOU and the original MOU, this Amendment #1 shall prevail. All other terms and conditions of the April 19, 2007 MOU apply.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to the MOU as of the date written below.

APRIL 25, 2013
Dated

CONEJO RECREATION AND PARK DISTRICT


Jim Friedl, General Manager

AMERICAN YOUTH SOCCER
ORGANIZATION (Region 9)

5/20/2013
Dated


Steve Ferry, Regional Commissioner