

**Agreement Between the
Conejo Recreation and Park District
and
Conejo Valley United Soccer Club**

Project Title: Futsal Courts at Los Cerritos Middle School

THIS AGREEMENT, made and entered into this 4th day of May, 2017, by and between Conejo Recreation and Park District ("CRPD") and Conejo Valley United Soccer Club ("CVUSC").

This Agreement replaces the original April 7, 2016 grant agreement.

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. CRPD is a California Independent Special District organized under the laws of the State of California and qualifying for Federal Tax Exempt Status;
- B. CVUSC operates a not-for-profit program for youth soccer players using volunteer coaches and administrators based on the principles of long term development of its players; providing the balance between a competitive winning attitude with a high standard of skillful, honest, and sportsmanlike play; and providing a positive, successful and fun experience for more than 10,000 youth of the community; and
- C. CRPD has entered into a facilities use agreement ("CRPD USE AGREEMENT WITH CVUSD" – Exhibit A) with the Conejo Valley Unified School District (CVUSD) for the construction and use of futsal courts at Los Cerritos Middle School; and
- D. The CRPD USE AGREEMENT WITH CVUSD shall take precedence over this Agreement, any modifications to CRPD USE AGREEMENT WITH CVUSD will result in similar modifications to this Agreement; and
- E. CRPD and CVUSC desire to move forward with construction of the futsal courts

2. **CONSIDERATION.**

- A. As consideration, CRPD will cause improvements (IMPROVEMENTS, Exhibit B) worth approximately \$173,000. As additional consideration, CVUSC and CRPD agree to abide by the terms and conditions contained in this Agreement.

- B. As additional consideration, CVUSC agrees to contribute 60% of the IMPROVEMENTS costs, payable to CRPD. Payment is subject to CRPD's completion and invoice submittal to CVUSC, of documents required by this Agreement.
- C. Costs of the IMPROVEMENTS shall include all costs associated with the construction of the improvements, including but not limited to: additional design and development; inspections, construction, permit fees, and supplies to ensure the successful initial use of the improvements.

3. PAYMENT OF FUNDS.

For the initial \$70,000 of IMPROVEMENTS:

- A. CRPD shall submit evidence of completion of or portions of the IMPROVEMENTS to CVUSC; CVUSC shall pay CRPD 60% the amount requested for each portion requested.

For the IMPROVEMENTS beyond \$70,000:

- A. CVUSC shall be responsible for 60% of the costs of the IMPROVEMENTS over \$70,000 (AMOUNT OVER \$70,000). Upon completion of the project and when the final value of the AMOUNT OVER \$70,000 is determined, CVUSC shall pay the CRPD the AMOUNT OVER \$70,000 in annual installments of Ten Thousand Dollars (\$10,000) until CVUSC's responsibility is completed. Each installment of Ten Thousand Dollars (\$10,000) is due and payable to the CRPD by July 1st of each year. The first payment is due and payable to the CRPD by July 1st 2021. The final payment may be less than Ten Thousand Dollars (\$10,000) if it satisfies and completes CVUSC's responsibility.

- 4. **USE OF THE IMPROVEMENT.** The improvement shall become property of CVUSD upon completion. As per the CRPD USE AGREEMENT WITH CVUSD, CVUSD will permit the improvement to CRPD and CRPD shall sub permit the improvement to CVUSC and other groups. CVUSC will be the primary sub permittee; CVUSC will have first priority over other soccer/futsal organizations (not including CRPD programs and activities such as maintenance. CRPD will provide its best effort to accommodate CVUSC requests for use of the improvement.
- 5. **FEES.** During the term of this Agreement, CVUSC shall pay user fees in accordance with CRPD ordinance manual, policies and fee schedule for use of the futsal courts. The user fees shall be calculated to defray CRPD's ongoing costs for maintenance and other costs related to the futsal courts. Additionally, CVUSC shall pay CRPD 100% of the full rate for the electricity used for the use of the improvement.

CVUSC will comply with the rules and regulations established by CRPD for all users of the futsal courts as set forth from time to time, except to the extent that such rules or regulations are inconsistent with the terms and conditions of this Agreement. Fees charged to CVUSC will be no greater than the most favorable fee charged to other similar user groups for use of the futsal courts.

6. **TERM.** The term of this Agreement shall include two phases. Phase 1 shall be the CRPD's construction of the improvements and shall take effect immediately upon the execution of this Agreement and end with the completion of the improvements. Phase 2 shall be the priority sub permitting and conditional use of the improvements commencing upon the completion of the improvements and continuing for ten (10) years. CRPD shall provide CVUSC written notice of the commencement of Phase 2.
7. **OPTION.** At CVUSC and CRPD's mutual option, this Agreement may renew for up to two five (5) year terms. Such options shall be executed in writing no later than 90 days prior to the expiration of the term. All other terms and conditions of this Agreement shall remain unchanged during the term of said option(s), except as mutually revised by CVUSC and CRPD.
8. **ASSIGNABILITY.** CVUSC will not assign this Agreement without CRPD's prior written approval.
9. **NON-DISCRIMINATION.** CVUSC agrees that in the performance of the Agreement and in the provision of any service or services funded in whole or in part by the grant made by CRPD to CVUSC pursuant to this Agreement, CVUSC will not unlawfully discriminate against any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability.
10. **WAIVER.** In no event will any payment by CVUSC or any acceptance of payment by CRPD hereunder constitute or be construed as a waiver by CRPD or CVUSC of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of CRPD or CVUSC, and the making of any such payment while any such breach or default will exist will in no way impair or prejudice any right or remedy available to CRPD or CVUSC with respect to such breach or default.
11. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of, the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.
12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are not other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

13. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CRPD's General Manager may execute any such amendment on behalf of CRPD. CVUSC's President or designee may execute any such amendment on behalf of CVUSC.
14. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

CONEJO VALLEY UNITED SOCCER CLUB

CONEJO RECREATION AND PARK DISTRICT



Doug Easton
President



Jim Friedl
General Manager

Futsal Courts at Los Cerritos Middle School
Conejo Valley Unified Soccer Club/LA Galaxy Conejo Valley
Payment Schedule

Date Due	Amount
July 1, 2021	\$10,000.00
July 1, 2022	\$10,000.00
July 1, 2023	\$10,000.00
July 1, 2024	\$10,000.00
July 1, 2025	\$10,000.00
July 1, 2026	\$10,000.00
July 1, 2027	\$ 9,105.46
TOTAL	\$69,105.46