

AMENDMENT #1
Memorandum of Understanding
Between the
Conejo Recreation and Park District
and
Conejo Valley United Soccer Club

This Amendment #1 to the Memorandum of Understanding (MOU) is entered into by and between Conejo Recreation & Park District ("CRPD") on the one hand, and Conejo Valley United Soccer Club (CVUSC).

CVUSC agrees to contribute the following to be used by CRPD for constructing Field Restroom and Storage Improvements: CVUSC shall pay CRPD the sum of Fifty Thousand Dollars (\$50,000) in equal installments of Ten Thousand Dollars (\$10,000) over five (5) years from the execution of this Amendment. 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 2016. The Field Restroom and Storage Improvements is reasonably expected to begin construction in Summer 2016 and to be complete in Fall 2016. CRPD will coordinate all construction activities, including the inspection, receipt, and installation by CRPD's contractor according to CRPD's design specifications. CVUSC shall have no obligation for the care, maintenance and safe-keeping of the Field Restroom and Storage Improvements and it shall be the sole property of CRPD.

At a future mutually determined location, CRPD shall provide approximately 25 square feet of storage in the Field Restroom and Storage area and provide access to CVUSC.

The following revised Sections 2 and 3 shall replace original Sections 2 and 3 of the June 25, 2009 MOU:

2. CRPD Agrees to:

- a) Provide CVUSC, during the field allocation process based upon establishment of CVUSC as a recognized "In District" Non Profit Youth Organization whose primary purpose is to provide recreation, as defined by CRPD, primarily dedicated to serving youth soccer in the community, with field time as follows:

- (1) End of CRPD's annual T.O. Community Fields field refurbishment – January 31st**

At T.O. Community Fields

CRPD considers CVUSC the primary permitted community group at the T.O. Community Fields during the District field allocation process as follows:

For Practice - CVUSC is guaranteed a minimum of forty-eight (48) field slots total per week. A field slot is defined as a one and a half (1½) hour time period on one half (½) of a full soccer field. The T.O. Community Fields, split into six (6) practice field slots, are available for CVUSC use Monday through Thursday, 4:00pm to 9:30pm. CRPD recognizes CVUSC teams practice twice per week on non-consecutive days.

For Games – CVUSC is guaranteed a maximum of nine (9) hours each Saturday from 8:00am to 5:00pm on each game field 1, 2, and 3 at the T.O. Community Fields, and a maximum of eight (8) hours each on Sunday from 8:00am to 4:00pm on each game field 1, 2, and 3.

At Wildflower Playfields

For Practice - CVUSC is guaranteed a minimum of twenty-four (24) field slots total per week. A field slot is defined as a one and a half (1½) hour time period (or less depending on dusk) on one half (½) of a full soccer field. The Wildflower Playfields, split into three (3) practice field slots, are available for CVUSC use Monday through Thursday, 4:00pm to 7:00pm (or dusk, whichever is earlier). CRPD recognizes CVUSC teams practice twice per week on non-consecutive days.

For Games – CVUSC is guaranteed a maximum of nine (9) hours each Saturday from 8:00am to 5:00pm on each game field 1 and 2 at the Wildflower Playfields, and a maximum of seven (7) hours each on Sunday from 10:00am to 5:00pm on each game field 1 and 2.

At Other District Fields

If CVUSC requests field time at other District fields and CRPD grants this request, at CRPD's option, the time granted may be subtracted from the above guaranteed time.

CRPD and CVUSC will make best efforts to make best use of the District fields during this time.

(2) February 1st – Beginning of CRPD's annual T.O. Community Fields field refurbishment

At T.O. Community Fields

Monday through Thursday, 4:30pm to 9:00pm. CVUSC is guaranteed a minimum of thirty-six (36) field slots total per week at T.O. Community Fields.

Friday, 4:30pm – 8:00pm. CVUSC is guaranteed one full field at T.O. Community Fields.

At Conejo Creek South

CVUSC will have first priority over other soccer organizations (not including Community Wide Celebrations such as Conejo Valley Days, CRPD programs and activities such as field maintenance) at Conejo Creek South (not including AYSO Region 9).

At Other District Fields

CRPD will provide its best effort to accommodate additional CVUSC field requests in the District.

(3) Memorial Day Weekend Tournament

CVUSC will have first priority in the permit allocation process for an annual Memorial Day weekend tournament at Conejo Creek South, Wildflower Playfields, and Del Prado Playfields. CRPD shall make best effort to accommodate additional CVUSC field requests in the District.

- b) At all times, instances where District fields are unavailable due to emergency activities shall take precedence over CVUSC activities.
- c) At all other times CVUSC use is subject to CRPD priorities related to other community uses. CRPD will collaborate and coordinate with CVUSC to determine scheduling for such community uses.
- d) CRPD recognizes that soccer has become a year-round sport in Southern California, and that all efforts will be made by CRPD to accommodate CVUSC throughout the year. The parties acknowledge that the use of the T.O. Community Fields has been, and will likely continue to be, unavailable during field refurbishment periods, necessary maintenance periods, as well as significant CRPD-sponsored community events such as Touch a Truck (generally day before Father's Day), Haunted Trail (generally Saturday before Halloween), Kids Swap Meet (generally second Saturday in November, AM only), and permitted Thousand Oaks High School athletics (generally mid-November through mid-May) practices (generally ending at 5:00pm) and games (generally ending at 5:00pm but may go until 5:30pm) will take precedence over CVUSC. The CRPD-sponsored community events may not exceed four (4) times during the August 1st to May 31st time frame. These above described unavailable periods may not be 'made up' within that

above guaranteed minimum field time; but every effort by CRPD will be made to do so. CRPD will use its best efforts to provide as much notice as reasonably possible when some, or all, of the fields will be unavailable; CVUSC will be notified at least thirty (30) days prior to the excluded date of the unavailability of the field.

- e) The term of this MOU is extended five (5) years commencing June 25, 2019 and ending June 24, 2024.
- f) Upon termination of the MOU, CVUSC 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 T.O. Community Fields to the CRPD in its then existing condition.

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

- a) CRPD shall maintain the T.O. Community Fields 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 summer programming, 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 any future improvements. CRPD shall also be obligated to maintain and safeguard the Musco Lighting Improvements in good working condition and to repair it or replace it in the event of damage or failure. CVUSC will maintain soccer equipment owned by it. CRPD and CVUSC shall jointly cooperate to develop on-going maintenance standards. CVUSC will use its best efforts to assist CRPD with minor repairs and maintenance (e.g. trimming hedges, general clean-up, etc.) whenever possible.
- b) CVUSC shall pay a reasonable fee ("the CVUSC Use Fee") for use of the T.O. Community Fields and other District fields. The CVUSC Use Fee shall be determined annually and set forth in writing on or before April 30 of each calendar year. The CVUSC Use Fee shall be calculated to defray CRPD's ongoing costs for field maintenance, utilities, water and other costs related to the T.O. Community Fields and other District fields during the use periods 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. CRPD shall, at CVUSC's request, provide access to CVUSC representatives to review all books and records of CRPD related to maintenance of the fields and other fixed costs attributed to the T.O. Community Fields and other District fields and all books and records related to fees collected from other permitted users.

- c) CVUSC will comply with the rules and regulations established by CRPD for all users of the T.O. Community Fields and other District fields 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 MOU. Any user fee requirement set forth therein shall apply to CVUSC 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). In any event, fees charged to CVUSC will be no greater than the most favorable fee charged to other similar user groups for use of the fields and facilities at District fields.
- d) CVUSC has the option to renew and extend the term of this MOU an additional five (5) years until June 24, 2029; provided that CVUSC provides written notification to CRPD of its intent to renew and extend the term of the MOU by June 24, 2024, and provided that CVUSC has fulfilled all of its obligations of the MOU up to including the time of the notification, and provided that CVUSC contributes an additional Thirty Thousand Dollars (\$30,000) to a mutually agreeable improvement at the T. O. Community Fields. CVUSC shall pay CRPD the additional Thirty Thousand Dollars (\$30,000) in equal installments of Ten Thousand Dollars (\$10,000) over 3 years from the execution of the extension.
- e) CVUSC and CRPD may, within any time of this Agreement, discuss and mutually extend this agreement based on further consideration.

All other terms and conditions of the June 25, 2009 MOU apply.

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

CONEJO RECREATION AND PARK DISTRICT

4/7/16
Dated



Jim Fried, General Manager

CONEJO VALLEY UNITED SOCCER CLUB

4/15/2016
Dated



Doug Easton, President