

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

This 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"), on the other hand, in light of the following:

- A. *Whereas* for more than thirty-five years CRPD has owned the property known as Thousand Oaks Community Park, including turf fields used for playing the sports of soccer, softball, flag football, lacrosse, and other community activities (the "T.O. Community Fields"); and
- B. *Whereas* CVUSC has for more than thirty years participated with and assisted CRPD in maintaining and managing the T.O. Community Fields for use by CVUSC registered players and for other players; and
- C. *Whereas* 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
- D. *Whereas* CVUSC has for more than thirty years operated its soccer programs on the T.O. Community Fields including games, practices and other soccer related events; and
- E. *Whereas* CVUSC has paid CRPD a use fee, paid for their use of electricity for the site, provided portable restrooms and trash collection, and furnished goals, and other equipment which has been used by CVUSC as well as by CRPD and its permittees without charge; and
- F. *Whereas* CRPD desires to move forward with improvements to the existing permanent sports field lighting ("Musco Lighting Improvements") with limited capital funds; and
- G. *Whereas* CVUSC encourages CRPD to complete the Musco Lighting Improvements and, toward that end, will contribute to CRPD, free and clear of all obligations apart from those contained herein, Seventy Thousand Dollars (\$70,000) toward the Musco Lighting Improvements, to be purchased by CRPD

from Musco Lighting and constructed pursuant to specifications created by CRPD and under CRPD's supervision at a cost of approximately Two Hundred Eighty Thousand Dollars (\$280,000); and

- H. *Whereas*, CRPD desires to designate CVUSC as the primary community permitted group as described herein at the T.O. Community Fields during its principal season from the end of CRPD's annual T.O. Community Fields field refurbishment in August to January 31st, and schedule permitting, during other times subject to certain designated civic days and CRPD community events; and
- I. *Whereas*, nothing in this MOU shall be interpreted or construed to supersede the April 19, 2007 MOU between CRPD and AYSO Region 9 as it pertains to AYSO Region 9's priority usage of the fields and other facilities at Conejo Creek South; and
- J. *Whereas*, CRPD will make its best efforts for field allocation as described herein during the beginning of CVUSC's primary season from August 1st to the end of CRPD's annual T.O. Community Fields field refurbishment and CVUSC secondary season from February 1st to May 31st.

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

1. CVUSC Agrees To:

- a) Contribute the following to be used by CRPD for constructing the Musco Lighting Improvements: CVUSC shall pay CRPD the sum of Seventy Thousand Dollars (\$70,000) in equal installments of Ten Thousand Dollars (\$10,000) over seven (7) years from the execution of this Agreement. 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 2009. The Musco Lighting Improvements is reasonably expected to begin construction in July 2009 and to be complete in August 2009. 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 Musco Lighting Improvements and it shall be the sole property of CRPD.
- b) Will remain an "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.

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) August 1st – end of CRPD’s annual T.O. Community Fields field refurbishment

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

(2) End of CRPD’s annual T.O. Community Fields field refurbishment – January 31st

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 (attached), 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.

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.

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 (attached), and a maximum of eight (8) hours each on Sunday from 8:00am to 4:00pm on each game field 1, 2, and 3.

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

(3) February 1st – March 31st

CVUSC will have first priority over other soccer organizations (not including CRPD programs and activities such as field maintenance) at Conejo Creek South (not including AYSO Region 9) or the T.O. Community Fields. Priority is limited to twenty-four (24) field slots on four full lighted fields per day for two (2) non consecutive days, Monday through Thursday. CRPD will provide its best effort to accommodate CVUSC field requests in the District.

(4) April 1st - until beginning of annual Community Celebration traditionally known as Chili Cook Off/Conejo Valley Days

CVUSC is guaranteed a minimum of eighteen (18) field slots total per day for two (2) non consecutive days, Monday through Thursday in the District, available field locations to be determined by CRPD. CRPD and CVUSC will make best efforts to make best use of the District fields during this time.

(5) Beginning of annual Community Celebration traditionally known as Chili Cook Off/Conejo Valley Days – Memorial Day

CVUSC will have first priority over other soccer organizations (not including CRPD programs and activities such as field maintenance) at District fields, available field locations to be determined by CRPD. Priority is limited to twenty-four (24) field slots on four full lighted fields per day for two (2) non consecutive days, Monday through Thursday. CRPD will provide its best effort to accommodate CVUSC field requests in the District.

CVUSC will have first priority in the permit allocation process for an annual Memorial Day weekend tournament at Conejo Creek South and first priority over other soccer organizations at District fields.

- 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), Health and Fitness Expo (generally first Saturday in October), Haunted Trail (generally Saturday before Halloween), Kids Swap Meet (generally second Saturday in November, AM only), and Tropical Daze (generally last weekend in July), 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 initial term of this MOU is ten (10) years commencing June 25, 2009 and ending June 24, 2019.
- 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 and CRPD agrees to accept it in that 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 ongoing 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, 2024; provided that CVUSC provides written notification to CRPD of its intent to renew and extend the term of the MOU by June 24, 2014, 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.

4. **Mutual Cooperation and Arbitration.** CVUSC 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 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 CVUSC.

9. In the event either CRPD or CVUSC 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

CVUSC

Martin Belak-Berger
President
692 Stetson Ct
Thousand Oaks, CA 91360

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

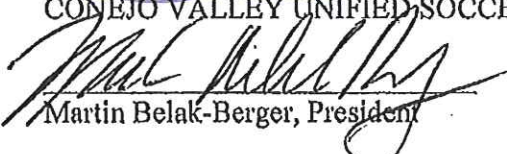
CONEJO RECREATION AND PARK DISTRICT

6/25/09
Dated

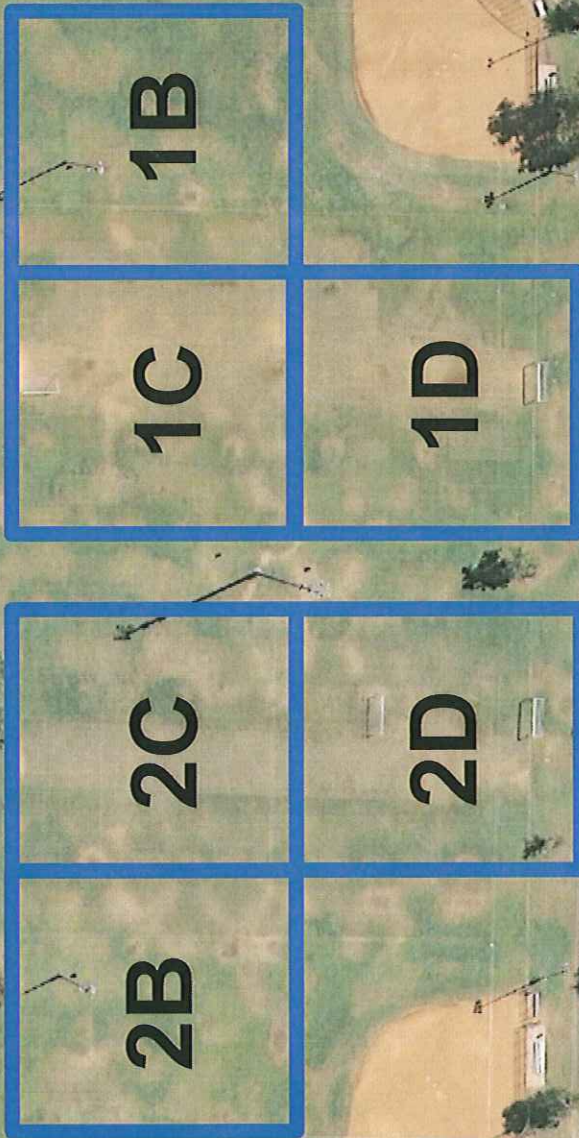

Jim Friedl, General Manager

CONEJO VALLEY UNIFIED SOCCER

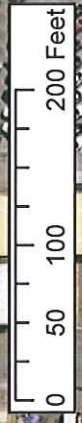
6/18/09
Dated


Martin Belak-Berger, President

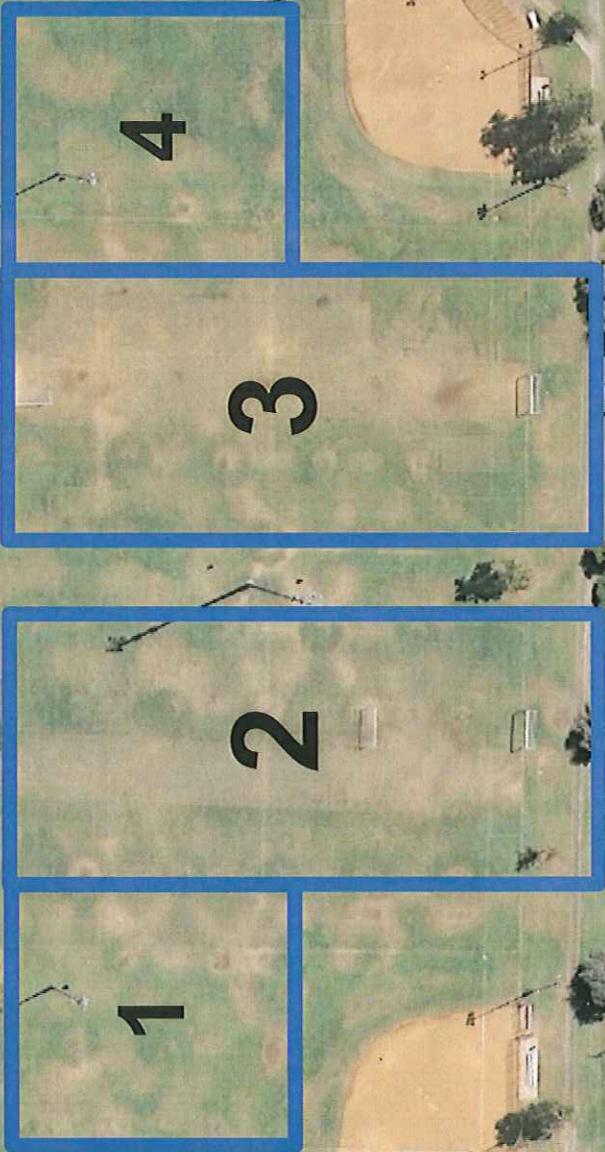
**THOUSAND OAKS COMMUNITY PARK FIELDS
PRACTICE FIELD SLOTS**



COMMUNITY CENTER



**THOUSAND OAKS COMMUNITY PARK FIELDS
GAME FIELDS**



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