



City of Greenfield Budget & Finance Advisory Board
Special Meeting

October 9, 2013 6:00 PM

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

A. CALL TO ORDER

B. ROLL CALL

C. BUSINESS

1. Review of Agreement for the operation and maintenance of Patriot Park, Soccer Park and Recreation Program between the City of Greenfield and the Central Coast Youth Sports Organization.
2. Discussion of the following:
 - a. Minutes for the Budget/Finance Board
 - i. Oral Report – Member Garcia
 - b. Percentage of General Funds Spending by Department
 - i. Oral Report – Member Garcia

D. ADJOURNMENT

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Your courtesy is requested to help our meeting run smoothly. If you will be kind enough to follow the rules of conduct for public participation in City Council meetings, we can make the best possible use of your time and ours. Please refrain from public displays or outbursts such as unsolicited applause, comments or cheering and any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting. **Please turn off cell phones and pagers.**

This agenda is dually posted outside City Hall and on the City of Greenfield web site: www.ci.greenfield.ca.us



City Manager Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
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DATE: October 7, 2013

TO: Finance and Budget Advisory Board

FROM: Susan A. Stanton, ICMA-CM
City Manager

RE: Central Coast Youth Sports Organization
Agreement for Park Maintenance and Recreational Programing

After many months of discussion, Board President Eric Johnson and I have concluded renegotiating a master agreement that addresses both the maintenance of Patriot Park and the Soccer Complex as well as providing recreational programing on behalf of the City. My original preference was to renegotiate an entirely new agreement that more clearly integrated park maintenance and recreational programing; the proposed agreement accomplishes the same thing after extensive collaboration between Mr. Johnson and me.

As indicated in the attached letter sent to the Board by Mr. Johnson a few weeks ago, the agreement between Central Coast Youth Sports Organization and the City is of great benefit to the Greenfield community. Based on today's staffing, the City does not possess the professional capability of maintaining the park complex or providing recreational programming that will meet the diverse needs of the community. Of course, this might change in future years, but for now, the proposed agreement provides a cost effective way of ensuring the park is properly maintained and staffed. In time, the City will slowly begin to develop an active recreational program that might create new organizational opportunities in the future.

The proposed agreement expands the Central Coast Youth Sports Organization responsibility for maintaining the rest room and paying for all of the utilities at the Community Center. They have also expanded their proposed program offerings that are detailed in this agreement.

Mr. Johnson has expressed a strong and sincere commitment to meet and exceed the expectation of both the Finance Advisory Board and the City Council concerning the provision of maintenance and recreational services offered to the community. Both Eric Johnson and Recreation Director Rachel Gonzalez plan on attending the Board meeting and addressing any questions the Board might have regarding this final contract.

AGREEMENT FOR THE OPERATION AND MAINTENANCE

PATRIOT PARK-SOCCER PARK

AND

RECREATION PROGRAM

Between

THE CITY OF GREENFIELD

And

CENTRAL COAST YOUTH SPORTS ORGANIZATION

Dated July 1, 2013

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AGREEMENT FOR THE OPERATION AND MAINTENANCE

of

**PATRIOT PARK-SOCCER COMPLEX
AND**

RECREATIONAL PROGRAMMING

Between

THE CITY OF GREENFIELD

and

CENTRAL COAST YOUTH SPORTS ORGANIZATION

THIS AGREEMENT is made and entered into on this day of April 1, 2012 by and between the CITY OF GREENFIELD (hereafter referred to as the "CITY"), a municipal corporation and CENTRAL COAST YOUTH SPORTS ORGANIZATION (hereafter referred to as "CCYSO"), a California nonprofit corporation.

WHEREAS, the CITY received proposals for the operation and maintenance of the fields at Patriot Park and the Adjacent Soccer Complex (hereafter referred to as "PPASP"); and

WHEREAS, the City Council determined that operation and maintenance of the PPASP will be best be served by an outside, non-profit entity capable of such services; and

WHEREAS, the CITY'S Parks and Recreation Commission and Public Works Department (the "DEPARTMENT") received and analyzed the proposal which was received between July 1, 2011 and September 15, 2011; and

WHEREAS, the City Council selected CCYSO to operate and maintain the PPASP in accordance with the terms and conditions of this AGREEMENT hereinafter; and

WHEREAS, CCYSO desires to secure and enter into an agreement in accordance with the foregoing and undertakes to provide services of the type and character required therein by the CITY to meet the needs of the public at the PPASP; and

WHEREAS, the principal purpose of the CITY entering into this AGREEMENT is to serve the public by providing a well maintained and operated sports field and related facilities and services hereinafter "CONCESSIONS", and

WHEREAS , CCYSO desires and is able to provide recreational programming to meet the needs of all City residents and which will approved by the City Manager

NOW THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties it is agreed as follows:

SECTION 1 DEFINITIONS

For the purpose of this AGREEMENT the following capitalized words and phrases not defined elsewhere in this AGREEMENT are defined and shall be construed as hereinafter set forth:

AGREEMENT: This AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE PATRIOT PARK AND ADJACENT SOCCER PARK CONCESSION.

FISCAL YEAR: The period from July 1 to June 30 of the next calendar year.

IMPROVEMENTS: All buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY owned facilities such as buildings, turf, fences, posts, signs, electrical hookups, irrigation systems, plumbing, tracks, tanks, etc.

PREMISES: The geographical area as defined in **Exhibit A** which is the subject of this AGREEMENT and in which the CONCESSION may be operated.

RECREATIONAL PROGRAMMING: Those recreational programming and classes specified in **Exhibit B**

SECTION 2 PERMISSION GRANTED

A. For and in consideration of payment of the fees and charges as hereinafter provided and subject to all of the terms, covenants and conditions of this AGREEMENT, the CITY hereby grants CCYSO subject to all of the terms and conditions of this AGREEMENT the exclusive right and obligation within the PREMISES to: (1) offer the use of the PPASP approved by the City Manager; and (2) operate and maintain the PPASP for the purpose of hosting, organizing, or scheduling of the PPASP for sporting events appropriate for the PPASP including, but not limited to football, soccer, lacrosse, field hockey, rugby, golf, cheerleading and other special events.

The CONCESSION rights herein granted shall be carried on solely within the limits and confines of said areas designated as PREMISES and as shown in **Exhibit A**.

B. CCYSO by accepting this AGREEMENT agrees for itself and its successors and assigns that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the PPASP.

C. The CITY reserves the right to further develop or improve the PREMISES as it sees fit without interference or hindrance; however the CITY shall consider the desire and views of CCYSO. No other activity, service or amenity shall be provided by

CCYSO unless related to CONCESSION, nor without the express written approval of the DEPARTMENT.

SECTION 3 PREMISES

A. The PREMISES subject to this AGREEMENT are located at Oak Avenue & 13th Street, Greenfield, CA 93927 (see **Exhibit A**).

B. The PPASP includes, but is not limited to, six grass soccer fields, three baseball/softball fields, the Community Center and facilities contained therein, and two parking lots adjacent to two parks. This AGREEMENT explicitly includes the maintenance of grass fields and baseball fields only. Maintenance of all structures, parking areas, irrigation systems, lights, and any other physical structures will be the responsibility of the CITY. CCYSO may provide recommendations to the CITY regarding irrigation systems, lighting, parking, meeting rooms or restroom facilities as may be appropriate, and the CITY is expected to act within a reasonable timeframe to address critical issues, especially associated with irrigation systems and water supply. CCYSO may use of the Community Center located in Patriot Park for after school programs, restroom facilities, league meetings and other community events coordinated through CCYSO. To the extent such facilities are utilized and scheduled, they are also included in the PREMISES definition.

C. CCYSO shall not use or allow the PPASP or the PREMISES to be used in whole or in part during the term of this AGREEMENT for any use in violation of any present or future laws, ordinances, rules and regulations at any time applicable thereto of any public or governmental authority or agencies, departments, or officers thereof, including the CITY. These ordinances, rules and regulations include those which relate to sanitation, public health and safety.

D. At any time during the term of this AGREEMENT, the CITY may, at the direction of the City Manager) require CCYSO to surrender any portion of the PREMISES for a public necessity. Should the CITY impose such a requirement on CCYSO, the City shall attempt to provide CCYSO with equivalent substitute space as needed or applicable or financially viable as determined by the City.

Section 4 RECREATIONAL PROGRAMMING

A. In order to establish recreational opportunities in the City, CCYSO will work with the City to develop and co-brand recreational programming that is well run, creative and in keeping with the needs of the community.

B. CCYSO shall promote all current and future programs and activities in such a way that credits both organizations while expanding the overall offerings available to community members.

C. CCYSO shall plan for ten or more recreational activities for 2013 which will include but not be limited to the following core programs:

- a. Youth sports: Includes soccer clinics, recreation league, baseball, girls softball and little league. CCYSO will host its first recreational soccer league during Spring, 2013.
 - b. First Tee program: The program will be offered 1-2 times per week. This would be a partnership with the new program being started in King City by First Tee, and would afford youth in Greenfield to be part of the King City program and the golf program that will be offered through this community.
 - c. Zumba class: Offered three times per week and open to any participants at the community center.
 - d. Women & Children Self-defense Karate: Offered three times per week beginning in February.
 - e. Spring, summer and winter camps: Week-long half-day camps filled with variety of activities and sporting events for kids ages 5-12
 - f. Literacy program: CCYSO will be starting a literacy program after school in the spring and summer to help develop English readers that in turn will help train siblings and family at home on reading skills.
 - g. Family movie nights: Offered twice a month on Friday nights.
 - h. Cooking classes for youth to learn culinary skills and prepare a special dinner for parents on occasion.
- D. CCYSO shall ensure all activities are branded and promoted both through the City of Greenfield as well as through CCYSO web site and special promotional materials. There will be agreement between both organizations' management to determine the priority of each program and the role of each organization in delivery the recreational programs. CCYSO will evaluate the attendance and ongoing efficacy of each program to be sure it is meeting needs of community constituents.
- E. CCYSO shall expand the role of the current Operations Director to a full time position and designate it as the Parks and Recreation Director. The Parks and Recreation Director will primarily be committed to recreational programming and implementation on behalf of CCYSO and the City of Greenfield.
- F. Key duties will include but not be limited to the following:
- a. Supervise the recreational staff
 - b. Schedule oversight for all facilities
 - c. Implement and, when necessary and appropriate, interpret recreational policies to ensure equal access for all city residents and program users

- d. Plan, organize and act as coordinator with regard to a number of recreational and communal programs at the park level, community center or with regard to other recreational facilities
 - e. Conduct meetings with public organizations and the community at large in order to better explain the objective of certain programs
 - f. Plan and budget for classes, activities and events, promote activities in the community, attend activities to ensure proper implementation, oversee staff and maintain attendance logs.
 - g. Coordination with other City departments, including Police and Public Works Departments with regard to facility usage, support services and overall goals of the programs
- G. CCYSO will contract with an additional part-time position which will assist with the following activities to free up the Parks and Recreation Director's time to focus on programming and community engagement efforts:
- a. Manage reservations for facility use at all parks and facilities, including applications, insurance processing, scheduling, fee collection and ongoing communications with regard to events.
 - b. Prepare, file and keep appropriate records of all transactions and schedules.
 - c. Procure supplies, such as copies, sports equipment, reading materials, and the like, for programs offered through the City and CCYSO.
 - d. Answering phones and respond to questions during peak hours.
- H. This position will be hired for approximately 20 hours per week at \$12 per hour by CCYSO, but with the clear expectation that their time will be dedicated to supporting the City of Greenfield and CCYSO efforts

SECTION 5 TERM OF AGREEMENT

A. The term of this AGREEMENT shall be twenty-four (24) months, subject to early termination as set forth in Section 19. This AGREEMENT shall commence on July 1, 2013 and will terminate on June 30, 2015. This AGREEMENT may be extended in increments to coincide with the normal fiscal year of the CITY at the agreement of both parties at least thirty (30) days prior to the expiration of this AGREEMENT in effect

SECTION 6 CONCESSION FEE AND PAYMENT, QUARTERLY REPORTS

A. As part of the consideration for CCYSO'S services to and on behalf of the CITY, the CITY shall pay CCYSO a quarterly payment as follows:

1. July 1, 2013: \$31,250
2. October 1, 2013: \$31,250
3. January 1, 2013: \$31,250
4. April 1, 2013: \$31,250
5. July 1, October 1, 2014,

January 1 and April 1, 2015, quarterly payments will remain the same unless modified by mutual agreement by both parties commensurate with any changes in scope of work by CCYSO.

At the beginning of each new contract year, the CITY and CCYSO will meet to review and discuss the proposed budget for the upcoming year and agree to annual payment from the CITY with the intent of minimizing the CITY'S annual payment while insuring adequate support to CCYSO to maintain fields and parks at high quality levels and increasing participating of community youth in outdoor sports utilizing the fields. In lieu of this meeting or a revised amount upon mutual agreement, the CITY agrees to pay CCYSO according to the schedule and amounts above

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B. Method of Payment. The quarterly concession payments shall be addressed to the following person and address:

ATTENTION: Eric Johnsen, President
Central Coast Youth Sports Organization
25560 Meadowview Circle
Salinas, CA 93908

C. CCYSO shall maintain and submit to the CITY regular statistical information and reports on the ongoing programs field reservations, participant levels, use by sports type, gross receipts and net receipts associated with management and maintenance of the PPASP.

SECTION 7 CAPITAL IMPROVEMENT PROGRAM

A. The CITY and CCYSO shall negotiate in good faith to develop and agree by April of each fiscal year upon a three (3) year capital improvement program for the

PREMISES and PPASP. Such program shall set forth the needed capital improvements to be made within the three (3) year program and the respective responsibilities of the CITY and CCYSO to fund and complete such program if approved by both the CITY Council and by the CCYSO Board. The respective share of responsibility of the program shall reasonably reflect the following factors: the term of this AGREEMENT and possible future extension of this AGREEMENT; the expected life of the improvements; the degree to which the activities of each party contribute to the wear and tear on the improvements; and the need for the improvements and the expertise of each respective party to make any such improvements.

SECTION 8 LATE PAYMENT

A. Failure of the CITY to pay any of the quarterly fee payments when due is a breach of this AGREEMENT for which CCYSO may terminate the agreement if quarterly payments exceed 90 days past due. CCYSO will make every reasonable effort to communicate with City and resolve payment issues prior to executing its termination right under this Agreement.

SECTION 9 PARK USAGE

A. In the case of disputes during the life of this AGREEMENT over any conditions which may impede upon CCYSO's quiet enjoyment of the PREMISES, the City Manager shall have final determination of any solution to such dispute and the City Manager's final determination shall be binding upon all parties in such dispute.

B. Charges and Pricing. CCYSO shall have the right to charge and establish prices for the usage of the PPASP fields, parking, advertising and any other usage of the PREMISES permitted under this AGREEMENT subject however to approval by the City Manager. Such determination shall take into account the business considerations presented by CCYSO. CCYSO shall provide the City Manager with a list of prices for all services and goods offered pursuant to this AGREEMENT. This list shall be reviewed annually and updated, if necessary, whenever prices are changed. CCYSO shall also consult with the sports leagues established in the area as well as its Advisory Council and the City's Financial and Budget Advisory Board comprised of community members regarding the proposed fees to insure they are reasonable and accessible to all community members.

C. Scheduling. CCYSO shall establish and implement a field reservation system and shall schedule PPASP field usage for community use and other regional uses.

D. City Use. The CITY shall have the right to utilize the PPASP for community events when it determines that such use is in the best interest of the community. The CITY agrees to coordinate with CCYSO regarding the schedule so as to minimally impact high season sports and usage.

E. Parking Use. The improved parking lots are part of the PREMISES under this AGREEMENT and CCYSO shall have the right to levy and collect parking fees which shall be used to provide recreational programming to the community.

F. Advertising. CCYSO shall have the right to pursue advertising and sponsorship agreements in partnership and collaboration with the City whenever possible to jointly promote the partnership between the City and CCYSO.. CCYSO may be allowed to have temporary advertising for alcohol products for exclusively adult only tournaments and special events occurring on the PREMISES upon approval by the City Manager.

G. Naming Rights. CCYSO shall have the right to pursue and have the authority to enter into agreements, with City approval, for advertising naming rights for the fields amenities provided that the term of any such agreement shall not continue beyond the term of this AGREEMENT and shall be subject to cancellation in the event this AGREEMENT is cancelled. CCYSO may also pursue naming rights agreements for the entire PPASP subject to approval by the City Council by resolution. CCYSO and the CITY shall work in good faith to negotiate the terms of any agreement.

H. Food and Beverage Concession Stand. CCYSO shall have the right to establish or permit food and beverage sales at the concession stand provided that no such concession shall sell any alcohol or tobacco products..

I. Vending Machines. CCYSO shall not install or allow to be installed any vending machines, electronic games or other coin operated machines without prior written approval of the City Manager. The City Manager shall have the right to order the immediate removal of any unauthorized machines.

J. Signage. CCYSO may design and construct a sign on the PREMISES to advertise the location and events at the PPASP subject to the approval of the City Manager. CCYSO shall provide an advertising sign plan to the City Manager for approval.

SECTION 10 OPERATING RESPONSIBILITIES

CCYSO shall at all times during the term of this AGREEMENT comply with the following conditions:

A. Conduct. CCYSO shall at all times conduct its business in a professional, quiet and orderly manner to the satisfaction of the City Manager. CCYSO shall use its best efforts to permit no intoxicated persons, profane or indecent language or boisterous or loud conduct in or about the PREMISES, and shall not knowingly allow the unlawful use or possession of illegal drugs, narcotics or controlled substances on the PREMISES. CCYSO will call upon peace officers to assist in maintaining peaceful conditions.

B. Non-Discrimination. CCYSO in its CONCESSION operations at the PREMISES, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability or sexual orientation shall be excluded from the PREMISES or PPASP or activities thereon, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by this AGREEMENT; (2) that in the construction of any IMPROVEMENTS on over or under the PREMISES authorized to be

utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion ancestry, sex, age, physical disability, gender identification or sexual orientation shall be excluded from participation in and denied the benefits of or otherwise be subjected to ~~unjust~~ discrimination. In addition, CCYSO during the term of this AGREEMENT agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability or sexual orientation. All subcontracts entered into by CCYSO shall contain a like provision.

C. Qualified Personnel and Contractors. CCYSO will, in the operation of the CONCESSION, employ, contract, or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All such personnel while on or about the PREMISES shall be neat in appearance and courteous at all times and shall be appropriately attired with passes or other suitable means of identification. No person employed by CCYSO while on or about the PREMISES shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol or use inappropriate language or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory to the CITY, CCYSO shall remove that person from the PREMISES.

D. Concession Manager. CCYSO shall appoint a Concession Manager of CCYSO's operations at the PREMISES and/or at office space provided by the CITY. If CCYSO elects to subcontract the management of any or all of the CONCESSION operations to a managing entity or entities, the provisions of this Section shall also apply to any such entity.

E. Marketing and Promotion. CCYSO shall use its best efforts to market and promote the usage of the PPASP and the PREMISES for purposes permitted under this AGREEMENT. Each FISCAL YEAR, CCYSO shall work with the CITY to develop an annual marketing plan, which plan shall include goals to support local economic development activities. The CITY reserves the right to concurrently market and promote the use of the PPASP.

F. Utilities. The CITY shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air conditioning and other utility services to the PREMISES. The CITY will incur the cost of all refuse collection from the main dumpster during the term of this AGREEMENT.

G. Safety. CCYSO shall correct safety deficiencies and violations of safety practices immediately after the condition becomes known or the City Manager notifies CCYSO of said condition. CCYSO shall cooperate fully with the CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CCYSO shall reasonably ensure that the injured person receives prompt and qualified medical attention and as soon as possible thereafter. CCYSO shall notify

the CITY in writing describing the person's injured and the time place and nature of the injury.

H. Security. CCYSO shall be responsible for maintaining reasonable security of the PREMISES during events and usage. CCYSO may install equipment approved by the CITY which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed and maintained by the CITY as agreed upon by both parties. CCYSO will rely on response from local police in the instance of violence, unruly tenants, vandalism, or other such activities beyond the normal scope of surveillance.

I. Environmental Sensitivity. CCYSO must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies and ordinances regarding protection of the environment. CCYSO shall not use or allow the use on the PREMISES of environmentally unsafe products. With the application of herbicides, fields will be closed during application periods and appropriate number of days thereafter so as to assure compliance with all safety requirements and manufacturer recommendations for safe application.

J. Fund Raising Activities. CCYSO will be expected to cooperate with CITY personnel on all matters relative to the conduct of fundraising and/or special events.

K. Community Outreach. CCYSO shall coordinate and cooperate with the DEPARTMENT to develop strategies to outreach to all members of the community particularly those living in low to moderate income areas, fixed income households, youth, the disabled, etc. to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CCYSO.

L. Resources Supplied by CCYSO. CCYSO shall supply resource items that are specifically listed in this Section in order to ensure business operations are run effectively and efficiently.

SECTION 11 MAINTENANCE AND REPAIR

A. As-Is. CCYSO acknowledges that it is agreeing to a concession of the PREMISES on an as-is basis.

B. Maintenance and Operating Standards. During all periods that the PREMISES are used or are under the control of CCYSO for the uses, purposes and occupancy set forth in this AGREEMENT, CCYSO shall maintain and operate the PREMISES and the PPASP at its own expense in compliance with law and unless otherwise more specifically set forth to a standard equal to or better than standards in place as of the commencement of this AGREEMENT.

C. General Responsibilities.

CCYSO responsibilities:

Restrooms: CCYSO will maintain park and facility restrooms in a clean and sanitary manner at all times.

Fields. CCYSO shall at its own expense keep and maintain the grass fields at a high standard required by tournament play. CCYSO shall ensure that trash is properly removed during each event or organized use of City fields.

Irrigation system: CCYSO shall maintain and operate all irrigation systems and fixtures, except for the CITY-installed well, pump, and filtering devices. CCYSO will purchase replacement heads for sprinklers and valves as needed.. All major or substantial repair work will be pre-approved through the CITY or the City Manager. CCYSO will provide prompt notice to the CITY with regard to any repairs, upgrades or replacements as needed to the irrigation systems, and the CITY will in turn respond in a timely manner to these suggested repairs and upgrades. CCYSO expects that the appropriate minimum standards for water delivery from the pump of at least 500 gpm and 70 psi at the well-head on a sustained basis. The pump is specified to produce nearly 800 gpm and psi of 70 and above.

Pest Control. CCYSO shall be responsible for pest control limited to the PREMISES and including application of fungicide and gopher abatement only. All other abatement will be the responsibility of the CITY.

Volunteers. CCYSO shall also coordinate with users to help voluntarily maintain the facilities.

The above responsibilities are estimated to require 1.2 FTE employees to complete the following tasks:

- | | |
|-------------------------------|----------------------------------|
| 1. Mowings | 40 per year |
| 2. Water | 5 acre ft/acre of turf |
| 3. Fertilize | 6 applications/year |
| 4. Field Paint | Biweekly in season |
| 5. Aeration | Annually |
| 6. Pest management | (fungicide, gophers etc.) |
| 7. Weed management | Fields, fence line, common areas |
| 8. Trash/bathroom maintenance | 2 times/week |
| 9. Equipment R&M | |

CITY responsibilities:

Restrooms. CCYSO shall be responsible for necessary janitorial duties on weekdays, and minor plumbing and other repairs to restrooms that may be required on any day. Said needed cleaning and repairs may result from normal wear and tear as well as vandalism.

Buildings and Structures. The CITY shall be responsible for the building structures, parking lots, fencing, sidewalks or any other structures not part of the regular grass field maintenance and repairs.

Irrigation system: The CITY shall be responsible for repair of irrigation line and the purchase of supplies for underground irrigation systems.. The CITY shall be responsible for maintenance and operation of the CITY well, pump, and irrigation clock.

D. Property Damage and Theft Reporting. CCYSO shall report to the CITY in writing in the event that the PREMISES and/or any CITY-owned property is damaged or destroyed in whole or in part from any cause.

E. Equipment. CCYSO may, at its own expense, purchase or receive donations for equipment required at the parks for recreational and sports uses. With City approval, CCYSO has the right to charge rent or usage fees for such equipment or to roll into a City approved user fee a portion to help cover and replace capital equipment on a periodic and as-needed basis.

F. Damage or Destruction to Premises.

1. Partial Damage. If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding, inundation, floods, the elements, acts of the public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by the CITY at its own cost and expense, subject to the limitations as hereinafter provided, that if said damage is caused by the acts or omissions of CCYSO, its agents, officers or employees, CCYSOs shall be responsible for reimbursing the CITY for the cost and expense incurred in making such repairs. If the damages as described in this Section are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by the CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by City Manager as again ready for use, provided, however, that if such damage is caused by the acts or omissions of CCYSO, its agents, officers, or employees. CCYSO shall be responsible for the cost and expenses incurred in making such repairs.

2. Complete Destruction. In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, acts of the public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, the CITY shall be under no obligation to repair, replace, or reconstruct the PREMISES and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CCYSO may terminate this AGREEMENT in its entirety as of the date of such damage or destruction.

Notwithstanding the foregoing, if the PREMISES or a substantial portion thereof are completely destroyed as a result of the acts or omissions of CCYSO, its agents, officers, or employees, the CITY may in its discretion require CCYSO to repair and reconstruct the same within twelve (12) months of such destruction and CCYSO shall be responsible for reimbursing the CITY for the cost and expenses incurred in making such repairs.

3. Limits of the CITY'S Obligation Defined. In the application of the foregoing provisions the CITY may, but shall not be obligated, to repair or reconstruct the PREMISES. If the CITY chooses to do so, the CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CCYSO at the commencement of its operations hereunder.

SECTION 12 LIABILITY

A. Indemnification.

1. To the extent permitted by law, except for the active negligence or willful misconduct of the CITY, CCYSO undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any and all of its officers, agents, and employees from and against all suits, causes of action, claims, losses, demands and expenses including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever for death or injury to any person including CCYSO's employees and agents or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of or incident to the performance of this AGREEMENT on the part of CCYSO its officers, agents, employees or sub-contractor of any tier.

2. CCYSO, in consideration of the granting of this AGREEMENT agrees to hold the CITY harmless for any and all claims or rights of action for damages which may or might arise or accrue to CCYSO its officers, agents, servants, employees or others who may be on the PREMISES at its invitation or the invitation of any one of them by reason of injury to the property or the persons of any of them resulting from the entry upon or the use of the PREMISES by the CITY at any time for any purpose necessary or convenient in connection with public works.

B. Insurance Required. CCYSO shall at its own cost and expense purchase and maintain throughout the term of this AGREEMENT the following insurance:

1. Automobile and Liability. CCYSO shall maintain business automobile liability insurance, any auto including owned autos, non-autos and hired autos, comprehensive general liability insurance, and employer liability insurance, protecting CCYSO, the CITY, and their members including without limitation members of the City Council, its officers, agents and employees all of whom shall be named as additional insured from and against any and all liabilities arising out of or relating to CCYSO's use or occupancy of the PREMISES or the conduct of its operations under this AGREEMENT in such form and with such companies as the CITY may reasonably approve with a combined single limit or its equivalent per occurrence of not less than

the amount set forth below with a deductible reasonably acceptable to the CITY with a waiver of any right of subrogation that the insurer may have against the CITY with contractual liability coverage for CCYSO'S covenants to and indemnification of the CITY under this AGREEMENT. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance the CITY may possess including any self-insured retention or deductible the CITY may have and that the CITY shall not be obligated to contribute to cover any loss damage or liability. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each provided however that this provision shall not operate to increase the policy limits of the insurance.

Business Automobile Liability \$1,000,000.

Comprehensive General Liability \$2,000,000.

Employer Liability \$1,000,000.

2. Workers Compensation. CCYSO shall maintain workers compensation insurance as required by the laws of California provided however that CCYSO may self-insure its workers compensation liability subject to all applicable requirements of California law together with employer liability insurance in the coverage amount of not less than \$1,000,000.

3. Insurance Certificates. Prior to commencement of the term of this AGREEMENT and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by CCYSO, CCYSO shall cause a certificate or certificates of insurance and all required endorsements to be furnished to the CITY evidencing all such coverage and such certificate shall provide that the policy or policies will not be cancelled, limits thereunder will not materially change without first providing at least thirty (30) days written notice thereof to the CITY. At the CITY'S request copies of all required insurance policies will be provided to the CITY. Insurance coverage will be retroactive to the commencement term of this AGREEMENT.

SECTION 13 PROHIBITED ACTS

CCYSO shall not:

A. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein without the prior written approval of the City Manager.

B. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT or carried by the CITY covering the PREMISES or the buildings in which the same are located or which in the opinion of the City Manager may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT provided however that nothing contained herein shall preclude CCYSO from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in

carrying on its business or from carrying on said business in all respects as is customary.

C. Use, create, store or allow any hazardous materials as defined in California Health and Safety Code section 25117 or those which meet the criteria of said Code as well as any other substance which poses a hazard to health and environment provided, however, that nothing contained herein shall preclude CCYSO from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws.

D. Use the PREMISES in any manner that will constitute waste.

SECTION 14 PERFORMANCE DEPOSIT AND ASSURANCES

A. Financial Assurances. CONCESSIONIARE represents to the CITY that it has sufficient capital credit and investment available to it for the purposes of meeting its obligations set forth in this AGREEMENT. In order to demonstrate CCYSO's financial capacity to perform under this AGREEMENT CCYSO shall provide to the CITY evidence of its source of capital and operational funding upon the CITY'S request including:

1. Written representation from a bona fide financial institution, bank or lending institution etc. evidencing the amount of loan or credit offered or extended to CCYSO for the purposes set forth in this AGREEMENT.

2. Written representation from investors stating the amount of investment capital invested in, loaned to or offered to CCYSO for the purposes set forth in this AGREEMENT.

B. Annual Progress Report. CCYSO shall submit no later than sixty (60) days after the end of each FISCAL YEAR a progress report of an annual compilation of information contained in the monthly reports required under Section 5.C.

SECTION 15 INDEPENDENT CONTRACTORS CONSULTANTS

CCYSO is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CCYSO shall not represent or otherwise hold itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY.

SECTION 16 TAXES, PERMITS AND LICENSES

A. CCYSO shall obtain and maintain at its sole expense any and all approvals, permits or licenses that may be required in connection with the operation of the

CONCESSION including, but not limited to tax permits, business licenses, health permits, building permits and police and fire permits etc.

B. CCYSO shall pay all taxes of whatever character that may be levied or charged upon the rights of CCYSO to use the PREMISES or upon CCYSO's improvements, fixtures, equipment or other property thereon or upon CCYSO's operations hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof a property interest may be created known as Possessory Interest and such property interest will be subject to property taxation, CCYSO as the party to whom the Possessory Interest is vested may be subject to the payment of the property taxes levied by the State and County upon such interest.

SECTION 17 ASSIGNMENT SUBLEASE BANKRUPTCY

A. CCYSO shall not underlet or sublet the subject the PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified nor assign this AGREEMENT, nor transfer, assign or in any manner convey any of the rights or privileges herein granted.. Neither this AGREEMENT, nor the rights herein granted shall be assignable or transferable by any process or proceedings, in any court or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right title or interest in or to this AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee, or other lien holder successor or purchaser.

B. CCYSO may not, without prior written permission of the CITY: (1) Assign or otherwise alienate any of its rights hereunder including the right to payment; or (2) Delegate, subcontract or otherwise transfer any of its duties hereunder.

SECTION 18 BUSINESS RECORDS

A. Record Retention. CCYSO shall maintain during the term of the AGREEMENT and for three (3) years thereafter all of its books, ledgers, journals and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to this AGREEMENT. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the City Manager or a duly authorized representative of the CITY during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

B. Employee Fidelity Bonds. At the City Manager's discretion, adequate employee fidelity bonds may be required to be maintained by CCYSO covering all its employees who handle money.

C. Cash and Record Handling Requirements. If requested by the City Manager, CCYSO shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted

to the City Manager for approval. CCYSO shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CCYSO from the operation of the CONCESSION. The method of accounting, including bank accounts established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CCYSO or for recording CCYSO's personal financial affairs.

SECTION 19 REGULATIONS INSPECTION AND DIRECTIVES

A. The operations conducted by CCYSO pursuant to this AGREEMENT shall be subject to:

1. Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the CITY with respect to the operation of the CONCESSION.

2. Any and all orders, directions or conditions issued, given or imposed by the City Manager with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas adjacent to the PREMISES.

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the Municipal Code and of any governmental authority, federal, state or municipal lawfully exercising authority over CCYSO'S operations.

4. Any and all applicable local state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons including the Americans with Disabilities Act.

B. Permissions. Any permission required by this AGREEMENT shall be secured in writing by CCYSO from the CITY or the City Manager and any errors or omissions therefrom shall not relieve CCYSO of its obligations to faithfully perform the conditions therein. CCYSO shall immediately comply with any written request or order submitted to it by the CITY or the City Manager.

C. Right of Inspection. The CITY and the City Manager, their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all reasonable times for the purpose of inspection evaluation and observation of CCYSO's operation.

D. Access to Premises. The CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of this AGREEMENT and may make such changes and alterations therein and in the grounds surrounding same as may be determined by the CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CCYSO.

SECTION 20 TERMINATION

A. Termination by the CITY. The CITY may by thirty (30) day written notice terminate this AGREEMENT in its entirety and all rights ensuing therefrom as provided by applicable law if any one or more of the following events of default occur:

1. CCYSO fails to keep perform and observe any promise, covenant and condition set forth in the AGREEMENT on its part to be kept, performed or observed and CCYSO fails to perform within ten (10) days after receipt of written notice from the CITY or where fulfillment of CCYSO's obligation requires activity over a period of time and CCYSO fails to commence to perform whatever may be required within ten (10) days after receipt of such notice and to continue such performance diligently and without interruption except for causes beyond its control.
2. CCYSO fails to meet performance assurances pursuant to that procedure and process set forth in Section 13.
3. The interest of CCYSO under this AGREEMENT is assigned, transferred, passes to or devolves upon by operation of law or otherwise any other person, firm or corporation..
4. CCYSO becomes, without the prior written approval of the City Manager, a successor or merged corporation in a merger a constituent corporation in a consolidation or a corporation in dissolution.
5. The levy of any attachment or execution or the appointment of any receiver or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed or set aside within a period of ten (10) days and which does or as a direct consequence of such process will interfere with CCYSO'S use of the PREMISES or with its operations under this AGREEMENT.
6. CCYSO becomes insolvent, or takes the benefit of any present or future insolvency statute ,or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state law, or consents to the appointment of a receiver trustee or liquidator of all or substantially all of its property or its property located within the PREMISES.
7. By order or decree of court, CCYSO is adjudged bankrupt or an order is made approving a petition filed by any of the creditors or stockholders of CCYSO seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any state thereof.
8. A petition under any part of the federal bankruptcy laws or an action under any present or future solvency law or statute is filed against CCYSO which materially

and adversely affects the operation or service required to be performed by CCYSO under this AGREEMENT.

9. By or pursuant to, or under authority of any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CCYSO.

10. Cessation or deterioration of service for any period which in the opinion of the City Manager materially and adversely affects the operation or service required to be performed by CCYSO under this AGREEMENT.

11. Any lien is filed against the PREMISES because of any act or omission of CCYSO and such lien is not removed enjoined or a bond for satisfaction of such lien is not posted within ten (10) days.

12. CCYSO voluntarily abandons deserts vacates or discontinues its operation of the business herein authorized. ,

B. The CITY'S Right of Reentry. The CITY shall as an additional remedy upon an event of default as above provided have the right to reenter the PREMISES and every part thereof on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such reentry, however, shall not in any manner affect alter or diminish any of the obligations of CCYSO under this AGREEMENT.

C. Additional Rights of the CITY. The CITY upon termination of this AGREEMENT or upon reentry, regaining or resumption of possession of the PREMISES may occupy said PREMISES and shall have the right to permit any person firm or corporation to enter upon the PREMISES and use the same. Such occupation by others may be of only a part of the PREMISES or the whole thereof or a part thereof together with other space and for a period of time the same as or different from the balance of the term remaining hereunder and on terms and conditions the same as or different from those set forth in this AGREEMENT.

D. Survival of CCYSO's Obligations. In the event this AGREEMENT is terminated by the CITY or in the event the CITY reenters, regains or resumes possession of the PREMISES, CCYSO shall be responsible to pay the CITY all deferred revenue including but not limited to deposits advances cash or checks received for services scheduled to be provided by CCYSO after the date of termination the CITY may maintain an action to recover any monies due.

E. Waiver of Redemption and Damages. CCYSO hereby waives any and all rights of redemption granted by or under any present or future law or statute in the event it is dispossessed for any cause or in the event the CITY obtains or retains possession of the PREMISES in any lawful manner.

F. Termination by CCYSO. This AGREEMENT may be terminated by CCYSO via thirty (30) day written notice upon the happening of one or more of the following event of default:

1. The complete destruction of all or a substantial portion of the PREMISES from a cause other than the negligence or omission to act of CCYSO, its agents, officers or employees and the failure of the CITY to repair or reconstruct the PREMISES.

2. Any exercise of authority under this AGREEMENT which so interferes with CCYSO's use and enjoyment of the PREMISES as to constitute a termination in whole or in part of this AGREEMENT by operation of law in accordance with the laws of the State of California.

3. The default by the CITY in the performance of any covenant or agreement herein required to be performed by the CITY and the failure of the CITY to remedy such default for a period of thirty (30) days after receipt from CCYSO of written notice to do so.

SECTION 21 SURRENDER OF POSSESSION

CCYSO agrees to yield and deliver possession of the PREMISES to the CITY on the date of the expiration or earlier termination of this AGREEMENT promptly, peaceably, quietly and in as good order and condition as is now, are or may be hereafter improved by CCYSO or the CITY. Normal use and wear and tear thereof shall be excepted. No agreement of surrender, or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of the CITY and CCYSO. Neither the doing, nor omission of any act, or thing by any of the officers, agents or employees of the CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CCYSO under this AGREEMENT. CCYSO shall have the right to remove its equipment, supplies, furnishings, inventories, removable fixtures and personal property from the PREMISES within thirty (30) days of the expiration or earlier termination of the AGREEMENT. CCYSO shall provide to the City, prior to removal, a detailed description of all of its equipment, supplies, furnishings, inventories, removable fixtures and personal personality. If CCYSO fails to remove said property within that thirty (30) days said property shall be considered abandoned and the CITY may dispose of same as it sees fit.

SECTION 22 WAIVER

A waiver of a default of any part term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

SECTION 23 FORCE MAJEURE

Neither party hereto shall be liable to the other for any failure delay or interruption in the performance of any of the terms, covenants or conditions of this AGREEMENT due to causes beyond the control of that party including without limitation, strikes (except strikes of CCYSO's own employees), boycotts, labor disputes, embargoes, shortage of material, acts of God, landslides, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible and which is not in its power to control.

SECTION 24 REMEDIES ARE NON EXCLUSIVE

No right, power, remedy or privilege of the CITY shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional, and not in lieu of, or exclusive of each other or of any other remedy available to the CITY at law or in equity.

SECTION 25 AGREEMENT BINDING UPON SUCCESSORS

This AGREEMENT shall be binding upon and shall inure to the benefit of the successors heirs executors administrators and assigns of the parties hereto. The term CCYSO shall include any assignee of CCYSO and any assignment permitted and approved by the City Manager.

SECTION 26 LAW OF CALIFORNIA APPLIES

This AGREEMENT shall be enforced and interpreted under the laws of the State of California.

SECTION 26 VENUE

Venue of any action brought under this AGREEMENT shall lie in Monterey County.

SECTION 28 NOTICES

A. To the CITY. Unless otherwise stated in this AGREEMENT written notices to the CITY hereunder shall be addressed as follows:

City of Greenfield
City Manager's Office
599 El Camino Real
Greenfield, CA 93927

All such notices may either be delivered personally or may be deposited in the United States mail properly addressed as aforesaid with postage frilly prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall

be effective upon receipt the CITY shall provide CCYSO with written notice of any address change within thirty (30) days of the occurrence of said address change.

B. To CCYSO. All such notices may either be delivered personally to CCYSO or to any officer or responsible employee of CCYSO or may be deposited in the United States mail properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices to CCYSO shall be addressed to CCYSO as follows:

Central Coast Youth Sports Organization
25560 Meadowview Circle
Salinas, CA 93908

CCYSO shall provide the CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

SECTION 29 INTERPRETATION

CCYSO and the CITY agree that this AGREEMENT shall be deemed to have been jointly drafted and shall be construed according to its fair meaning and not strictly for or against either the CITY or CCYSO. The section headings appearing herein are for the convenience of the CITY and CCYSO and shall not be deemed to govern limit modify or in any manner affect the scope meaning or intent of the provisions of this AGREEMENT. If any provision of this AGREEMENT is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this AGREEMENT and all such other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provision of this AGREEMENT is capable of two constructions one of which render the provision void and the other of which would render the provision valid then the provision shall have the meaning which renders it valid. The use of a gender herein shall include all genders and the use of any number shall be construed as the singular or the plural all as the context may require.

SECTION 30 AGREEMENT CONTAINS ENTIRE AGREEMENT

The provisions of this AGREEMENT contain the entire agreement between the parties hereto and this AGREEMENT may not be changed or modified in any manner except by formal written amendment fully executed by both the CITY and CCYSO.

SECTION 31 TIME OF THE ESSENCE

Time is of the essence for all provisions of this AGREEMENT.

SECTION 32 INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations

discussions and agreements. The following exhibits are to be attached to and made part of this AGREEMENT by reference.

EXHIBIT A – Premises

EXHIBIT B – Recreation Scope of Work

Where the provisions of this AGREEMENT and the exhibits conflict, the terms of this AGREEMENT will prevail.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be executed on its behalf by its duly authorized representative and CCYSO has executed the same as of the day and year herein below written.

THE CITY OF GREENFIELD,
a municipal corporation

**CENTRAL COAST YOUTH SPORTS
ORGANIZATION,** a California non-profit
corporation

By: _____
City Manager

By: _____
President

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A PREMISES



EXHIBIT B

CCYSO Scope of Recreational Services

Acting on behalf of the City of Greenfield in the capacity as a modified parks and recreation coordinator, CCYSO agrees to provide the following services as part of this AGREEMENT:

Programming

CCYSO currently offers or is considering the following programs for youth, adults and seniors at the parks and recreation facilities. All programs will be considered, but will require a teacher and coordinator for each program and an ongoing evaluation with regard to the attendance and efficacy of each program.

Youth Programs

- Youth sports: soccer clinics – Saturday mornings 9-11, March through August
- Recreation soccer league ages 4-13: Saturday mornings 9-11, Sept-Nov and April through June
- Baseball practices and games: spring
- Girls softball: spring
- First Tee program: as part of winter, spring and summer youth camps, First Tee will provide 1- 2 staff persons to help with activities and to tie into King City startup program
- Karate: women, children – 3x per from Feb-Aug, maybe during fall
- Spring, summer and winter camps: week-long half-day camps filled with variety of activities and sporting events for kids ages 5-12
- Literacy program: CCYSO is partnering with literacy organizations throughout Monterey County to support implementing a reading and homework program at the community center offered several days each week beginning fall, 2013
- Cooking classes for youth to learn culinary skills and prepare a special dinner for parents on occasion.
- Computer classes
- Library extension resource center
- Marble tournament 1-2 times annually

Adults and Family

- Zumba class: Zumba class is offered three times weekly at the community center.
- Family movie nights offered once or twice a month on Friday nights.

- Breakfast in the Park
- Campfire sing alongs
- Badminton
- Volleyball
- Community gardens
- Father Daughter nigh, Mother son

Seniors

- Therapeutic recreation and/or dance classes
- Smart phone & computing introduction class
- Senior exercise programs such as Pilates & Yoga



September 17, 2013

TO: City of Greenfield, Budget & Finance Committee

FROM: Eric Johnsen, President Central Coast Youth Sports Organization

RE: Recent Budget and Finance Committee Meeting/CCYSO Information

Dear Committee Members,

I recently learned of a recent public Budget and Finance Committee Meeting held on September 13 as I understand. I am concerned that neither Rachel Gonzalez nor I nor any of our Board members were notified about the meeting even though one of the primary agenda items was the discussion of the City's contract with Central Coast Youth Sports Organization (CCYSO). I was able to look at the redline draft version of the proposed agreement with the City via the agenda on the City of Greenfield website, but was not provided with a copy of this draft agreement prior to its presentation to your Committee, and hence have had no feedback with regard to the proposed changes to date.

I am also concerned that perhaps CCYSO is not being fully and appropriately represented at these meetings, and that perhaps decisions about the relationship between CCYSO and the City perhaps are being made without a full understanding of the key accomplishments and the scope of services being provided currently through our organization. This note is intended to provide this information to your committee as well as open up continued dialogue with me and our staff about programs being offered at Patriot Park, the community center and the soccer complex.

First and foremost, I want to reiterate with your committee and the City Council what our goal is through CCYSO in Greenfield. **CCYSO has as its core mission reaching out to youth and families with healthy, character building programs that build community, core values and help prevent youth violence in Greenfield.** While we do an excellent job of maintaining the facilities we oversee, we are primarily focused on how we can build into the lives of youth and families to help strengthen the very core of the community and give as many tools as possible to help our next generation be successful in their work, their own future families and in being a responsible community member. We will measure all we do by this core mission.

Second, I want to share with you a copy of our P&L and Balance Sheet for CCYSO from 7/1/12 through 6/30/13 so you are comfortable with the financials of CCYSO and able to see both the diversity of our revenues as well as the expediency of our expense management efforts. **(See Exhibit 2 and 3 for the P&L and Balance Sheets.)** The dates on the financial statements coincide with the City's fiscal year and correspond with a full year of operations during a period of time where CCYSO was actually overseeing

the operations. Hopefully these were shared with you when provided to the City Manager in April, 2013. We are completely transparent about the operations and the revenues and expenses of the organization, and make it a point as well to report back to the City Council on key accomplishments and the status of operations approximately every six months to keep them informed of our progress.

A couple of observations are worth noting about the financial statements:

1. Our entire Board of Directors has contributed towards the company and the efforts in Greenfield, though not one lives in Greenfield. Commendable. Not only has the Board contributed, but one of your vital partners, Scheid Vineyards, continues to contribute towards the success of the parks and programs, including a recent donation of water for the parks in the equivalent amount of \$1,942 while the City's water systems are being repaired.
2. I have written grants and received \$35,000 from three different local foundations supporting our work in the area for 2013. We expect additional money to flow to the community over the next year, and we have the attention of the key foundations in Monterey County on the good work being done in the community. I spend a great deal of my personal time meeting with the foundations about Greenfield and what we are doing as well as to communicate the needs.
3. During the first year and during the fiscal year timeframe for the City, CCYSO received \$78,228 from the City including reimbursables on sprinklers and parts. This corresponds with what we promised the City Council for our first year. From my understanding, the City was spending about \$68,000 alone on Patriot Park prior to our coming on board, and we are taking care of both parks **and running all the programs** we've been doing for only \$13,000 more. This is not only a very effective use of resources, but has resulted in several well-attended and highly appreciated programs at the parks and community center including youth sports (started soccer league for youth ages 5-14, baseball, softball, basketball, skateboarding), two Zumba classes, several Karate classes, cooking classes, GED and ESL courses, youth camps three times each year, and the like. Managing the facilities and keeping them in top shape helps us offer excellent programs.
4. CCYSO was able to generate about \$11,000 in field use fees and about \$4,200 in facility use fees to help supplement the overall expenses of running the parks and programs. This is not too onerous for users, yet invests them in the properties and ownership. This was part of our original strategy to diversify the revenue sources and make the parks and programs sustainable.
5. Outside contract services ran about \$92,000 for maintenance and personnel plus about \$17,655 for field maintenance supplies. These fees include Rachel's time for running the programs, permits, fee collections, etc. We originally projected about \$120,000 to the City to run the parks and maintain them, and ran about \$10,000 under that mark. Again, consistent promises to the City.
6. CCYSO has prepared a cost comparison of what we believe it currently costs to conduct the maintenance functions as well as run the programs we currently run at the park compared to what it might cost for the City of Greenfield to perform the same work. While any one item could be changed slightly up or down, overall CCYSO is able to operate the parks and programs for approximately \$150,000 less than it would cost the City to do so. There are many reasons for this, but the primary reasons focus around issues of prevailing wages, benefits, CCYSO fundraising efforts and connections with the foundations, lower insurance costs, corporate support and tremendous volunteer support. **Exhibit 1** provides this analysis for your committee.

For fiscal year 2013-14, CCYSO expenses will increase with Rachel moving to full time, and adding a 20 hour PT assistant to oversee the continued increase in programs for the community. We are pleased to play the role of a virtual parks and rec department for the City. Our field maintenance expenses will increase this year, particularly because of the ongoing difficulty with the poor quality of water and sand continuing to clog the sprinklers which takes away daily time from other activities we should focus on. Fortunately with our partnership with Scheid and being able to change over water sources, and this has saved the parks from dying with the current water and filtering issues with the City well at this time. This partnership with Scheid cannot be overstated, and they are very pleased with the management oversight and maintenance of the high quality fields and programs under CCYSO tutelage. Kurt Gollnick sits on the CCYSO Board and is the Chief Operations Officer for Scheid. His continued support is highly tied to the excellent management oversight and attention to detail.

Third, we want to make you aware of how we process and handle cash and fees for facility usage and how we record sales and equipment in our operations. In terms of handling cash, we utilized several checks and balances. First, all of the facility and field reservations are booked and processed through our EZ Facility system. We track all reservations and fees and book them as receivables (if not paid at the time a reservation is made). The EZ Facility system generates a reservation report with all names, dates and amounts as well as amounts collected each month. This data is transferred to Quickbooks where all of our accounting is recorded.

We also make sure that appropriate insurance is in place for agencies and users utilizing the facilities. For classes held on site at the center, Rachel collects all fees and balances this against registration sheets for classes to make sure collections match the number of attendees. She submits to me invoices on behalf of various vendors (teachers and the like) and maintains contracts with each vendor using a standardized independent contractor agreement we have. Checks are cut to vendors via Quickbooks, or a cash payment may be made at the center out of the class proceeds with both parties signing off on receipt of funds for classes they offer. In turn, we keep track of all vendors on Quickbooks so 1099s can be issued at year end as required. Each month, Rachel and I sit down and review all cash collections, applying this on our systems against receivables from our reservation system. I then double count all collections and book them into Quickbooks, then make deposits at our bank.

For equipment, we again book equipment to Quickbooks, and then depreciate equipment if over \$5,000 in value. All equipment is tracked on the system unless it is less than \$1,000 in value, in which case they are considered "supplies". Our accountant does the equipment depreciation for us – Hayashi and Wayland.

Fourth, we want you to understand all of the programming that CCYSO has put in place in the past eighteen months as well as our commitment to do more. These programs are listed at the end of this memo. We invite you, City Council Members, school board members, and the community at large to come and see what is being offered at the parks. To date, I don't believe we have seen a single visitor from the City staff (and perhaps from the budget committee?) attend any of the programs offered at the park. We are anxious to partner and co-brand with the City in a constructive and mutual partnership, but we simply have not experienced any volunteer help with programs from City staff nor have we seen much if any participation in programs being offered. Thankfully the Mayor and a couple Council members have been on site on a few occasions and seen the good work being done. We invite each of

you personally to come and see, and then make a decision about the continued funding to support the efforts. We are confident you will be thrilled and will encourage more!

I hope this helps clarify what roles CCYSO plays and what we are trying to do in the community. I might add that one of our most recent efforts has been to start a literacy campaign in Greenfield in partnership with the schools, library, after school programs, Rotary and local parents and parishioners. While there is some effort along these lines, we have had the privilege of helping organize over twenty individuals who are key leaders in various programs and positions in Greenfield willing to step up and be counted for kids and focus on getting their early reading skills up to levels not achieved before. Please join in with this effort.

Please feel free to contact me with any questions, suggestions or concerns. We count it a privilege to be working in the Greenfield community.

Kind regards,

Eric Johnsen, President of the Board

Central Coast Youth Sports Organization

Programs Through CCYSO

1. Sports programs
 - a. Youth recreation soccer – ages 5-14 – Spring and fall league
 - b. Adult men's soccer – practices during week, several games on Sundays
 - c. Youth little league – practices and clinics during fall and spring
 - d. Girls softball – spring league
2. Marble tournament – end of July, twice annually
3. Youth camps – Winter, Spring & Summer – 1 week each
4. Summer after school camp – M,W,F – 3-6pm for 2 months during summer
5. Zumba – twice daily
6. Karate – three classes, youth and adults, year round in evenings
7. Cooking class – twice annually for one month
8. Holiday celebration party – December – 300 attendees
9. GED course – 4 week course, 4x per week – 20-30 attendees
10. ESL course – 4 week course, 4x per week – 10-20 attendees
11. Computer mobile – several times during summer
12. Cheerleading class – several times during year
13. Stroller Fitness class-Thursday's 4-5pm
14. Youth Dance Class-W and Th 5:30-6:30pm
15. Easter Egg Hunt - April

Exhibit 1 – Projected Revenue and Expense Comparison – CCYSO v. City of Greenfield Oversight

City of Greenfield - Patriot/Soccer Park Revenue and Expense Comparison CCYSO vs. Projected City of Greenfield

Revenues		CCYSO	City of Greenfield	Difference	Comments
City of Greenfield		75,000	75,000	-	Assumes City retaining contracted amount
Foundations: MP Foundation, CFMC, PB		50,000	-	50,000	City cannot access foundation monies
Supplier donations - grass, fertilizer, soil, trees		8,500	-	8,500	
Facility use fees @ \$1,800/mo. Average		21,600	21,600	-	Who is going to administer this? Require City staff. Will users be given free access as in past?
Tournament fees - net of expenses		2,000		2,000	
Soccer league reg fees		2,400	2,400	-	CCYSO subsidizes soccer leagues to keep cost at \$20 or lower. Does City have connections into competitive soccer for youth wanting to accelerate in their sport?
Corporate donations		1,500	-	1,500	Corporate sponsors for events and leagues
Total Revenues		161,000	99,000	62,000	
Expenses		CCYSO	City of Greenfield	Difference	Comments
Maintenance & Repair, Park Admin, Programming					
1. Personnel and benefits					
Maintenance manager	\$50k City FT	41,600	50,000	(8,400)	
Rec director - scheduling, permits, programs	\$45k City or CCYSO FT	45,000	45,000	-	
PT admin staff @ 50%		12,800	12,800	-	
PT grant writer @ 20%	Annual \$45,000	-	9,000	(9,000)	Done by CCYSO board
Benefits @ 40%		40%	43,120	(43,120)	CCYSO utilizes independent contractors
Total Personnel and benefits		99,400	159,920	(60,520)	
2. Supplies					
Irrigation supplies					
Fertilizer	6x/year, \$1,500/application	6,000	9,000	(3,000)	CCYSO gets two free donations each year
Herbicide	3x/year	7,500	7,500	-	
Topsoil	\$5,000 annually to fill holes	2,500	5,000	(2,500)	Half donated to CCYSO
Seed	2x/year, \$2,500/application	2,500	5,000	(2,500)	Half of seed donated annually from Greenfields Turf
Signage, other	\$3,500 estimated	3,500	3,500	-	
3. Insurance					
Workers comp	Calculated at \$4.50/\$1.00	-	4,851	(4,851)	CCYSO does not have employees
General liability	\$4,500/year	4,500	4,500	-	
Sports & program riders	Unknow to City				Covered through CCYSO policies
4. Programming					
Supplies: paper, pens, equipment	Programming supplies	5,000	5,000	-	
Soccer goals and equipment		3,500	20,000	(16,500)	Use donated by Scheid, other equipment already purchased
Youth league uniforms, refs, prizes		5,000	5,000	-	Purchase uniforms, pay refs, paint for soccer programs
5. Janitorial					
	4 hours/week @ \$12/hour	-	2,496	(2,496)	Included in CCYSO contract currently. Hourly rate probably higher for City staff, but used only \$12/hour.
6. Telephone and internet expenses					
	DSL line, phone service	1,200	1,920	(720)	Paid out of CCYSO fees, wireless free from Scheid. Need to add phone at community center
Total Expenses		140,600	233,687	(93,087)	
Net Difference CCYSO vs. City		20,400	(134,687)	155,087	

Observations:

1. It will cost the City \$93,087 more in expenses to run the maintenance and recreation functions than CCYSO. This doesn't include additional mowing equipment City may need to purchase. This is due to higher salary costs, mandatory benefit costs, additional insurance expenses and City need to purchase its own soccer equipment.
2. CCYSO has developed a very effective revenue diversification strategy that is working that the City cannot access in same way:
 - CCYSO has access to Foundation funding because of its 501c3 status.
 - City would need a PT grant writer to apply for state and federal funding and write grants to make up for revenue shortages = additional cost
 - CCYSO has corporate partners in the community that continue to give towards youth, park maintenance and upkeep, both in cash and in-kind materials.
 - User fees have been carefully negotiated with the leagues and users and appropriate forms, insurance coverage and processes are in place that make this revenue source viable.
 - Continued user interest in utilizing the community center is directly a result of pricing strategy, promotion in the community, and working with user groups.
3. With less access to revenue sources and higher costs, we project that it will cost the City more than \$155,000 more than CCYSO to take over the functions of what CCYSO does currently. Current level of City subsidy is \$75,000, so City would need to fund an additional \$80,000 just to get to the starting gate of where CCYSO is now.
4. Relationships - the success is built on running excellent programs, building relationships, and sustaining a presence in the community. Not one person.
 - Consistent weekly activities that are fun, build character and promote family values.
 - Community Advisory Board - active, growing and connected to people in the community.
 - Business and programming support: Scheid is vital for continued support, First Tee wants to continue presence in the community, both want solid management
 - Greenfields Turf has been superb at keeping the parks at a high level and has the expertise and business connections to keep this going.
5. Does City have appropriate equipment to efficiently maintain fields? 4ft mower will take 3-4 days to cut soccer fields alone vs. Greenfields Turf with 18' mower, in addition to spreading equipment for soil, seeding, etc. New mower alone will cost \$35k or more.
6. Countless volunteer hours from CCYSO and other involved parties. Will this continue with City running program? No City volunteers in any of the events to date.

Exhibit 2 – CCYSO P&L 7-1-12 through 6-30-12

Central Coast Youth Sports Organization
Profit & Loss
 July 2012 through June 2013

	<u>Jul '12 - Jun 13</u>
Income	
4030 - Board Contributions	1,300.00
4200 - Foundation Grants	
4200-10 - Pebble Beach Foundation	5,000.00
4200-20 - Harden Foundation	10,000.00
4200-40 - Monterey Peninsula Foundation	20,000.00
Total 4200 - Foundation Grants	<u>35,000.00</u>
4300 - Concession Sales	30.00
4310 - Government Grants	
4310-10 - City of Greenfield	78,228.48
Total 4310 - Government Grants	<u>78,228.48</u>
4400 - Tourney, Player & Facility Fees	
4400-10 - Tournament Registration Fees	3,275.00
4400-20 - Player Registration Fees	1,240.00
4400-30 - Facility Fees	4,159.00
4400-40 - Parking Fees	51.41
4400-50 - Field Use Fee Income	10,997.50
Total 4400 - Tourney, Player & Facility Fees	<u>19,752.91</u>
4700 - Program Income	
4700-20 - Program Service Fees	2,767.90
Total 4700 - Program Income	<u>2,767.90</u>
Total Income	<u>137,079.29</u>
Gross Profit	137,079.29
Expense	
6000-20 - Bank Service Charges	155.00
6000 - Business Expenses	
6000-10 - Business Registration Fees	20.00
6000 - Business Expenses - Other	60.00
Total 6000 - Business Expenses	<u>80.00</u>
6200 - Contract Services	
6200-10 - Accounting Fees	1,000.00
6200-50 - Contract Labor & Other Prof Fee	68,857.39
6200-60 - Outside Contract Services	23,250.06
Total 6200 - Contract Services	<u>93,207.45</u>
6300 - Facilities and Equipment	
6300-50 - Sports Equipment	7,531.79
Total 6300 - Facilities and Equipment	<u>7,531.79</u>
6500 - Operations	
6500-05 - Referee Fees	1,045.00
6500-10 - Tournament Cash Prizes	1,842.71
6500-25 - Printing and Copying	187.44
6500-30 - Supplies	1,480.05
6500-35 - Field Maintenance Supplies	17,854.78
6500-40 - Telephone, Telecommunications	172.52
6500-45 - Software Purchases & Subscript	3,689.78
6500-60 - Interest & Banking Expenses	64.73
6500-65 - Marketing & Advertising	598.04
6500-70 - Player Reg. Fees to Leagues	240.00
6500-90 - Other Types of Operating Expen	333.01
6500 - Operations - Other	0.00
Total 6500 - Operations	<u>27,108.04</u>
6800 - Refunds	250.00
6900 - Uncategorized Expenses	0.00
Total Expense	<u>138,053.68</u>
Net Income	<u>1,025.61</u>

Exhibit 3 – CCYSO Balance Sheet 7-1-12 through 6-30-12

Central Coast Youth Sports Organization
Balance Sheet
 As of June 30, 2013

	Jun 30, 13
ASSETS	
Current Assets	
Checking/Savings	
1000 · 1st Capital Bank Checking	38,674.26
Total Checking/Savings	38,674.26
Accounts Receivable	
1100 · Accounts Receivable	24,720.55
Total Accounts Receivable	24,720.55
Other Current Assets	
1200 · Undeposited Funds	45.00
1300 · Prepaid Expenses	
1300-10 · Prepaid Insurance	395.08
1300 · Prepaid Expenses - Other	-352.88
Total 1300 · Prepaid Expenses	32.20
1500 · Furniture and Equipment	
1500-10 · Office Equipment	1,184.68
1500-30 · Sports Equipment	4,992.10
Total 1500 · Furniture and Equipment	6,176.78
1510 · US Club Membership Deposit	1,000.00
Total Other Current Assets	7,253.98
Total Current Assets	70,648.79
TOTAL ASSETS	70,648.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-1,684.47
Total Accounts Payable	-1,684.47
Credit Cards	
6000-30 · Credit Card	219.49
Total Credit Cards	219.49
Total Current Liabilities	-1,464.98
Total Liabilities	-1,464.98
Equity	
3110 · Unrestricted Net Assets	34,980.33
Net Income	37,133.44
Total Equity	72,113.77
TOTAL LIABILITIES & EQUITY	70,648.79