

**DENNIS KEAT SOCCER PARK
OPERATION, MAINTENANCE AND USE AGREEMENT
BETWEEN
AMERICAN YOUTH SOCCER ORGANIZATION
REGION 1200
AND
CITY OF CATHEDRAL CITY**

THIS OPERATION, MAINTENANCE AND USE AGREEMENT (the “Agreement”) is made and entered into this ____day of October 26, 2016, by and between the **CITY OF CATHEDRAL CITY**, a municipal corporation (hereinafter referred to as the “City”), and the **AMERICAN YOUTH SOCCER ORGANIZATION – REGION 1200**, a nonprofit organization created under the laws of the State of California (hereinafter referred to as “AYSO”), concerning the operation, maintenance and use of fields and facilities known for purposed of this Agreement as the Cathedral City Soccer Park (hereinafter referred to as the “Park”).

RECITALS

WHEREAS, The City owns a certain real property bounded by James Workman Middle School, Tortuga Road, 30th Avenue and Santoro Drive, described in EXHIBIT “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to contract for the operation, maintenance and use of the Park with AYSO; and

WHEREAS, the City and AYSO wish to enter into this Agreement to provide for long-term operations and programing for youth soccer and other events at the Park and for the maintenance of the fields and facilities of the Park; and

WHEREAS, it is the intent of the parties that by entering into this Agreement, that youth sports programs and other events in the City will be promoted and enhanced and the Park will be sufficiently operated and maintained; and

WHEREAS, it is the intent of the parties to provide the optimum beneficial use of the Park and to cooperate in the performance of their obligations under this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1 **RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2 **TERM**

This Agreement shall become effective upon execution by the parties and shall last for a period of (5) years, terminating on October 26, 2021 unless said Agreement is otherwise extended in writing by both Parties or otherwise terminated by either Party pursuant to this Agreement prior to said expiration date.

Section 3 **EVENT AND ACTIVITY SCHEDULING**

During the Term of this Agreement, AYSO shall schedule the uses of all Park fields and facilities provided that the events and/or activities at the Park fields do not conflict with those schedules for City activities. The City shall have priority (with 30 days prior notice to AYSO during the soccer season) over those uses of the fields and facilities and then AYSO shall have the non-exclusive right and second priority to use the Park facilities and fields. Use by other non-profit organizations has third priority.

Third party usage that requires use of the restrooms facilities may require a special use permit including related deposits and fees. Third party events will also be required to strictly adhere to the City's insurance requirements with the City and AYSO being indemnified and named as additional insureds.

Section 4 **PERMITTED USES OF THE PARK**

The Park shall be used by AYSO solely for the purpose of operating a youth soccer program and fundraising activities undertaken by AYSO in support of its youth soccer program. It is the express intent of the City and AYSO that the parties shall maintain the integrity and quality of the Park, and that no use of the Park be approved for any activity that would denigrate the quality of the Park.

Section 5 **MAINTENANCE RESPONSIBILITIES OF THE CITY**

The City shall perform the following maintenance obligations during the Term of this Agreement:

- (a) Purchase and periodically apply fertilizer to the fields and landscaping as needed; and
- (b) Maintain any signs in good repair. If needed, the City also has the obligation to repair or replace any sign; and
- (c) Replace sod and over seed as needed on the soccer fields; and

(d) Replace trees, shrubs and park furniture as needed; and

(e) Maintain all lighting in good working condition and replace and repair lighting as needed; and

(f) Maintain major structural components of the Park, including but not limited to any main buildings, the parking lot asphalt, and water and sewer mains and irrigation pumps and mains.

(g) Assume the entire maintenance responsibilities for the park from June 1 through August 31 annually.

Section 6 MAINTENANCE RESPONSIBILITIES OF AYSO

AYSO shall perform the following maintenance obligations from September 1, through May 31st of each year during the Term of this Agreement:

(a) Maintain all fields and facilities of the Park during the entire Term of this Agreement at its own expense, using AYSO's own equipment, in good satisfactory condition and in compliance with all applicable regulations;

(b) Maintain all landscaping in the Park including, but not limited to, mowing the entire Park as needed, rolling sod when needed; and ensuring the edges of sod rolls tightly abut each other;

(c) Insure that all irrigation systems in the Park are functioning properly during the soccer season, but not limited to, repairing and/or replacing sprinkler heads, risers, pipe, timers, valves, controls and assorted parts. Further, AYSO shall repair any broken irrigation parts within twelve (12) hours of any call from the public or the City;

(d) Adjust watering to prevent brown or soggy spots on any and all landscaping, including any grass fields;

(e) Trim trees and shrubs as needed, but in no event less frequently than once each year;

(f) Regularly remove trash, refuse, litter and debris from the Park properly as needed to maintain the health and welfare of the Park and its visitor

(g) Maintain restrooms and drinking fountains at the Park in a clean, sanitary, safe and working condition at all times including, but not limited to, cleaning the restrooms facilities and locking and unlocking the restroom facilities during business hours each day;

(h) Report graffiti identified in the Park within twenty-four (24) hours after first being notified of the existence of graffiti;

(i) Re-stripe the parking lot as needed;

(j) Maintain all fields and facilities of the Park in such a manner as they shall at no time constitute a public or private nuisance;

(k) Insure that all fields and facilities of the Park remain clean and in good condition after each use by any group or organizations; and

(l) Install and maintain signs conspicuously placed at the Park indicating to the general public the schedule of use of all fields and facilities. The signs shall be continuously updated with current schedules of use at all times.

(m) Limit the AYSO regular use of the facility to Mondays, Tuesdays, Wednesdays, Thursdays, and Saturdays during the Soccer Season.

AYSO will be allowed to use the facility for soccer related activities on two (2) Fridays and two (2) Sundays per soccer season with prior City approval.

(n) Limit the field lighting from dusk to 9:00 pm nightly during the soccer season and operate the field lighting for the northerly most fields first and proceeding to illuminate the southerly fields only as needed to accommodate AYSO soccer activities.

(o) Limit the parking lot lighting from dusk to 10:00 pm nightly.

Section 7

PAYMENT FOR ELECTRICAL AND WATER CHARGES

(a) The City shall pay for the costs of domestic water provided to the Park by the Coachella Valley Water District ("CVWD") and sewer service charges; and

(b) AYSO shall reimburse the City up to a total amount of Seven Thousand Dollars (\$7,000) per year for charges incurred from electricity services at the Park currently provided by Southern California Edison. Specifically, AYSO shall pay for the first \$7,000 in electricity charges incurred within a year, and the City shall pay any remaining balance above \$7,000 per year. If the electricity charges are less than \$7,000 for a certain year, the remaining balance shall be applied toward the domestic water costs related to the facility.

Section 8

INSPECTION OF PARK

The City shall, during all periods of operation by AYSO, have the right to enter any and all facilities and fields of the Park at any time in the City's absolute discretion to conduct an inspection.

Section 9

**REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS
OF AYSO**

(a) AYSO represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to AYSO or its employees in order for AYSO to perform the services described in this Agreement.

(2) Performance of services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, or tools unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with AYSO on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by AYSO to perform the services described in this Agreement.

(6) AYSO shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

(b) The City represents and acknowledges the following:

(1) AYSO is not required to comply with daily instructions from City staff with respect to when, where or how AYSO must perform the services set forth in this Agreement.

(2) AYSO is solely responsible for determining who, under the supervision or direction of AYSO, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for AYSO pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that AYSO must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) AYSO is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) AYSO is not required to perform the services set forth in the Agreement in any particular order or sequence.

(7) Nothing in this Agreement shall be interpreted to preclude AYSO from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 10 NOT AGENT OF THE CITY

(a) Nothing contained in this Agreement shall be deemed, construed or represented by the City or AYSO or by any third person to create the relationship of principal and agent.

(b) AYSO shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall AYSO have any authority, expressed or implied, to bind the City to any obligation whatsoever.

Section 11 QUALIFICATIONS

AYSO represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, training, certifications and/or permits necessary for performing the services and obligations described in this Agreement.

Section 12 WARRANTY

AYSO warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with standards prevalent in the industry for such services.

Section 13 FAMILIARITY WITH WORK

(a) By executing this Agreement, AYSO warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions of performing the work under this Agreement.

(b) Should AYSO discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at AYSO's risk until written instructions are received from the City Manager or his or her designee.

Section 14 CONFLICTS OF INTEREST

AYSO covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of its services under this Agreement.

Section 15 **NONDISCRIMINATION**

(a) AYSO shall comply with the City's employment related nondiscrimination policies as set forth in the City's Municipal Code, as it may be amended from time to time.

(b) AYSO acknowledges that the City's employment-related nondiscrimination policies prohibit discrimination on the basis of an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

Section 16 **COMPLIANCE WITH LAWS**

AYSO shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of AYSO and/or its employees, officers, or board members.

Section 17 **INSURANCE REQUIREMENTS**

AYSO shall procure and maintain at its own expense, during the stated soccer season and for specified dates and times, during the Term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combines single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by AYSO or its officers, employees, servants, volunteers and agents and independent contractors. AYSO shall further procure and maintain at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combines single limit per occurrence, covering any vehicle utilized by AYSO or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

AYSO shall procure and maintain at its own expense, during the Term of this Agreement, property liability insurance in an amount equal to the full insurable value of all fixtures and equipment owned or belonging to AYSO located or used in the Park to protect against damage or destruction by fire, theft or other elements.

Section 18 WORKERS' COMPENSATION INSURANCE

(a) AYSO shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

(b) If any class of employees employed by AYSO pursuant to this Agreement is not protected by the California State Workers' Compensation Law, AYSO shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 19 LIABILITY INSURANCE

AYSO shall procure and maintain through the entire Term of this Agreement errors and omissions, professional liability, or directors and officers insurance in an amount deemed acceptable by the City Manager.

Section 20 ERRORS AND OMISSIONS

AYSO shall procure and maintain through the entire Term of this Agreement errors and omissions and professional liability insurance in an amount acceptable by the City Manager.

Section 21. ADDITIONAL NAMED INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, errors and omissions, professional liability or directors and officers coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds.

Section 22 WAIVER OF SUBROGATION RIGHTS

AYSO shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors and subcontractors.

Section 23 PROOF OF INSURANCE COVERAGE

(a) AYSO shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance

required by this Agreement and furnish to the City Clerk certificates of said insurance on or before the commencement of the term of this Agreement.

(b) The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) calendar days before the cancellation or amendment is effective.

(c) The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing (30) calendar days' written notice to the City of such termination or expiration.

(d) The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

(e) Within thirty (30) calendar days of the execution of this Agreement, AYSO shall furnish certified copies of all required insurance policies and endorsements.

Section 24 TERMINATION OR SUSPENSION

(a) This Agreement may be terminated or suspended without cause by either Party at any time provided that the respective party provides the other Party at least thirty (30) calendar days' written notice of such termination or suspension.

(b) This Agreement may be terminated or suspended with cause by either Party at any time provided that the respective Party provides the other Party at least ten (10) calendar days' written notice of such termination or suspension.

(c) In the event of a termination of this Agreement under this Section, AYSO shall provide all documents, reports, data or other work product developed in performance of the services of this Agreement to the City, within ten (10) calendar days of such termination and without additional charge to the City.

Section 25 TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 26 INDEMNIFICATION

(a) AYSO shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for any personal injuries, deaths, property damage (including property owned by the City) which may arise out of AYSO's negligent or intentional performance

of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or that of its officers or employees.

(b) The City does not, and shall not; waive any rights that it may have against AYSO under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described herein.

Section 27 REPORTS

AYSO shall prepare and submit to the City Manager or his or her designee performance of the services reports concerning AYSO's programs and operation updates related to the Cathedral City Soccer Park on a quarterly basis as well as an annual financial report.

Section 28 RECORDS

(a) AYSO shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the City Manager or his or her designee to evaluate the cost and the performance of such services.

(b) Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

(c) The City Manager or his or her designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

(d) Records and supporting documents pertaining to the use of funds paid to service provider hereunder shall be retained by AYSO and made available to the City Manager or his or her designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 29 OWNERSHIP OF DOCUMENTS

(a) Upon completion of any document or report required to be provided by AYSO in the course of performing any of the services described in this Agreement, or upon earlier termination of this Agreement, all completed original documents and/or reports and any designs, drawings, calculations, diskettes, computer files, notes, and other related materials prepared or produced in connection with such documents or reports shall become the sole property of the City and may be used and/or reused on any other project by the City without the permission of AYSO.

(b) All computer files produced in connection with the services described in this Agreement shall be provided to the City in a form and format that is compatible with the City's existing computer equipment and software.

Section 30 CONFIDENTIALITY

(a) Any and all documents and information obtained from the City or prepared by AYSO for the City shall be kept strictly confidential unless otherwise provided by law.

(b) The drawings, specifications, reports, records, documents and other materials prepared by AYSO in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City Manager or as required by law.

(c) AYSO shall not disclose to any other entity or person any information regarding the activities of the City, except as required by law or as authorized by the City.

Section 31 PRINCIPAL REPRESENTATIVES

(a) **The AYSO Regional Commissioner and Jim Engel, AYSO Director of for region 1H**, is designated as the principal representatives of AYSO for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

(b) **The City Manager** or his or her designee shall be the principal representative of the City for purposes of communicating with AYSO on any matter associated with the performance of the services set forth in this Agreement.

(c) Either party may designate another individual as its principal representative by giving written notice of such designation to the other party,

(d) It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals shall be responsible during the Term of this Agreement for directing all activities of AYSO and devoting sufficient time to personally supervise the services hereunder.

Section 32 MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 33 ENTIRE AGREEMENT

(a) This Agreement supersedes any and all other agreements, either oral or written, between the City and AYSO with respect to the subject matter of this Agreement.

(b) This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party except those covenants and agreements embodied in this Agreement.

(c) No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 34 AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 35 NOTICES

(a) Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To AYSO: _____

To the City: Attention: City Manager
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, California 92234
Telephone No. 760-770-0387
Facsimile No. 760-770-0399

With a copy to: Attention: City Attorney
Burke, Williams, & Sorensen, LLP
1600 Iowa Avenue, Suite 250
Riverside, CA 92507-7426

(b) Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 36 NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to AYSO, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to AYSO or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 37 REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Agreement and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 38 WAIVER

(a) No waiver shall be binding, unless executed in writing by the Party making the waiver.

(b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

(c) Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 39 ASSIGNMENT

(a) The experience, knowledge, capability and reputation of AYSO, its principals and employees were a substantial inducement for the City to enter into this Agreement.

(b) This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 40 CARE OF WORK

The performance of services by AYSO shall not relieve AYSO from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the negligence of AYSO.

Section 41 CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 42 SUCCESSORS, HEIRS and ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 43 GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 44 SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 45 GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 46 DEFAULT

(a) Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other

Party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such Party shall not be deemed to be in default hereunder.

(b) The Party which may claim that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

(c) Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

(d) If a default of any Party to this Agreement remains uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured Party shall be entitled to seek any appropriate remedy for damages by initiating legal proceedings.

Section 47 CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 48 VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 49 ATTORNEY'S FEES

If any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 50

EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of AYSO, and approved by the City Council, approved as to form by the City Attorney, and executed by the City Manager.

[THIS PORTION IS INTENTIONALLY LEFT BLANK]

Section 51

REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

(a) Each Party to this Agreement hereby represents that all necessary and appropriate actions of its governing body have been taken to make this Agreement a binding obligation of each of the Parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

City of Cathedral City:

**American Youth Soccer
Organization, Region 1200:**

By: _____
Charlie McClendon, City Manager

By: _____
**[name, Executive Director or
equivalent title]**

ATTEST:

By: _____

**[Name, President or equivalent
tile]**

By: _____
Tracey Martinez, City Clerk

By: _____
**[name, Chief Financial Officer
or Treasurer]**

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney