

AGREEMENT BIBLIOGRAPHY

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| Agreement With: | Esparza Soccer Academic, Inc. |
| Agreement Type: | For the operation of the Pioneer Park outdoor rink located at 12772 Chapman Ave. |
| Date Approved: | 09 13 2016 |
| Start Date: | 07 18 2016 |
| End Date: | 07 19 2019 |
| Contract Amount: | \$1,500 monthly lease amount |
| Comments | File No. 55 Community Services |
| Insurance Expiration: | 07 07 2017 |
| Date Archived: | ARCHIVED 10/19/2016 |



**CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

September 20, 2016

Esparza Soccer Academic, Inc.
2400 E. Lincoln avenue #161
Anaheim, CA 92806

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Esparza Soccer Academic, Inc. for a three year Facility Use Agreement under the management of Juan Esparza for the operation of the Pioneer Park outdoor rink located at 12772 Chapman Avenue, Garden Grove.

The Agreement was approved by the City Council at their meeting on September 13, 2016.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Community Services

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this 19 day of July 2016, by and between the City of Garden Grove (hereinafter "CITY"), and Esparza Soccer Academic, Inc., (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. PIONEER PARK is designated as a park facility for active and passive recreational activities, located at 12772 Chapman Avenue, one block east of Harbor Boulevard, in the City of Garden Grove, State of California, which open space areas are available to the CITY pursuant to a use agreement with the Garden Grove Unified School District and through which the CITY maintains community recreational usage.
2. CITY desires to receive assistance from LICENSEE in establishing outdoor soccer activities at an existing outdoor hockey rink facility and associated improvements (hereinafter the "Facility") at Pioneer Park.
3. Subject to the terms contained herein, LICENSEE desires to operate an outdoor soccer facility and to retail accessory goods at the Facility to provide a playing area for both league play and general public use at PIONEER PARK. The Facility will be open to the public, subject to reasonable fees.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this License shall be for Three (3) years effective on the date of execution of this Agreement, and shall terminate on July 19 2019, unless sooner terminated as provided for herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make the Facility both a public service and commercial success. Approval of renewal of this Agreement shall be based on the performance of LICENSEE in providing the desired public service.
2. ESPARZA SOCCER ACADEMIC, INC. (ESA). LICENSEE, represented by and through Juan Esparza, desires to and shall provide recreational opportunities at the Facility, for use by LICENSEE and other members of the public; and shall maintain the Facility, equipment, and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.
 - 3.1 LICENSEE accepts the Facility in its present condition, "as is", upon execution of this Agreement. CITY makes no warranty of the suitability of the Facility for LICENSEE's operations or other use of the Facility by LICENSEE and expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for LICENSEE's intended use of the Facility.

- 3.2 LICENSEE shall manage, operate and maintain the Facility at Pioneer Park for soccer-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the Facility in a clean and safe condition for the operation of soccer activities; ensure that the Facility is adequately staffed, including officials and a site manager present at all times that the Facility is open; also have the ability to operate and maintain a concession area and pro shop-related to equipment and merchandise involving soccer activities; and provide those activities and other responsibilities as outlined in their proposal to CITY dated July, 2016.
- 3.3 LICENSEE will fully and promptly pay for all materials joined or affixed to the Facility under the authority or direction of LICENSEE, and fully and promptly pay all persons who perform labor upon the Facility. LICENSEE shall not allow or permit to be filed or enforced against the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY or the Garden Grove Unified School District with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY and the School District from all obligations and claims made against City or the School District for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's liens or stop notice for works performed for LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
- 3.4 NONEXCLUSIVE USE. LICENSEE's use of the Facility will not be exclusive, but will be made available to the CITY at times when not being utilized by LICENSEE, as approved by the CITY.
- 3.5 UTILITIES. LICENSEE shall maintain and pay for telephone and telecommunications services.
- 3.6 LICENSEE STAFFING. LICENSEE shall provide trained, competent staffing to manage and operate the Facility in a professional and safe manner. LICENSEE shall provide for trained officials for the conducting of League, Tournament and other soccer activities. These officials shall be tested and monitored by LICENSEE management staff. Soccer officials shall wear a prescribed uniform while officiating soccer activities. Soccer officials shall also be encouraged to sign a release form stating that they are aware of the possible hazards and shall release CITY and LICENSEE of all liability. At any time when the Facility is in operation by LICENSEE, LICENSEE shall provide for site supervision at all times, including during rental of the Facility for team practices and other events by outside organizations.

- 3.7 SIGNS AND ADVERTISEMENTS. LICENSEE shall provide and prominently display in locations approved, in writing, by the COMMUNITY SERVICES DIRECTOR, signs identifying the type of service and merchandise available at the Facility as well as LICENSEE's name, the operation schedule of the Facility, and the items and prices of all products and services available at the Facility.

CITY shall approve any signs, advertisements or promotional material provided by LICENSEE in advance, and in writing. CITY shall have the right to require removal or refurbishment of any sign or advertisement previously approved. CITY is not required to provide any signs. However, any signs provided by CITY shall be prominently displayed by LICENSEE in a location to be determined by CITY.

- 3.8 SCHEDULE OF OPERATIONS. The hours of operation shall be 8:00 a.m. through 10:00 p.m. All activities shall cease by 9:00 p.m., and all persons shall vacate the grounds by 10:00 p.m.

Before commencing operation each calendar year under the terms of this Agreement or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 8:00 a.m. through 10:00 p.m.

LICENSEE shall not deviate from the permitted hours of operation without the prior written approval of CITY.

4. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.

- 4.1. LICENSEE shall maintain the area up to fifty (50) feet surrounding the Facility, including the area around and underneath the bleachers, in a clean and sanitary condition to the satisfactory of the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.

- 4.2. LICENSEE shall provide maintenance for the restroom facility. Restrooms are to be cleaned weekly or as often as necessary to maintain them in a clean and sanitary condition. All graffiti is to be removed from the restroom facility immediately. CITY personnel will inspect restrooms on at least a weekly basis. CITY will provide keys to these restroom and LICENSEE will be responsible for these keys.

5. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE. Insofar as sanitation and appearance are concerned, CITY shall have the right to direct LICENSEE to perform necessary repairs and maintenance to equipment and structures owned and/or operated by LICENSEE.

6. STRUCTURE IMPROVEMENTS. LICENSEE will be responsible for maintaining all structures within the enclosed boundary of the Facility and the area within fifty (50)

feet surrounding it. CITY shall maintain, at its expense, all improvements outside the described boundary, with the exception of the restrooms utilized by LICENSEE.

- 6.1 Anything constructed, planted, or otherwise installed by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including anything destroyed by acts of vandalism.
- 6.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.
- 6.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the Facility by LICENSEE in accordance with the terms provided hereinafter in paragraph 18.

7. PAYMENTS BY LICENSEE.

- 7.1 LICENSEE shall pay the City one thousand five hundred dollars (\$1,500.00) per month for the privilege to use the FACILITY as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

LICENSEE shall, within twenty (20) days following the expiration or sooner termination of this Agreement, pay to CITY any and all sums due.

- 7.2 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of ten percent (10%) on the outstanding unpaid balance, or \$25.00, whichever is greater. If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the COMMUNITY SERVICES DIRECTOR at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in the sum of fifty dollars (\$50.00) in addition to the applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.
- 7.3 LICENSEE shall maintain all books, documents, papers, employee time facility sheet, accounting records, and other evidence pertaining to fees and revenues generated in the operations of the Facility, and shall make such records and materials available at its offices for inspection by CITY at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement. LICENSEE shall furnish copies of all such materials to CITY upon request. CITY agrees to maintain the confidentiality of all such records to the fullest extent of the law.

8. PROPERTY OF CITY. During the term of this Agreement or any extension thereof, all permanent facilities utilized pursuant to this Agreement shall remain the property of the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.

9. PRIORITY OF USE. LICENSEE shall be offered first priority for use of the Facility in accordance with LICENSEE schedules submitted to the Community Services

Department in advance of requested schedule dates. The use of the Facility shall be available to the CITY during the LICENSEE's non-operating hours.

10. NO ALTERATIONS. No alterations, changes, or improvements shall be made by LICENSEE to the structures or improvements at Pioneer Park without prior written approval by CITY. All alterations and improvements to the Facility shall be the property of CITY.
11. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to Pioneer Park; nor restrict either the open space or general park and recreation use of the area by the public.
12. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
13. RIGHT OF INSPECTION. CITY shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place at the Facility. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
14. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
15. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
16. OPERATION OF CONCESSION AREA AND PRO SHOP. LICENSEE shall operate the concession area and pro shop subject to the CITY's regular rules and regulations pertaining to such operations. LICENSEE shall provide the facilities from which such operations shall be maintained and shall be solely responsible for all theft and other damage to the facilities and to the equipment and merchandise that is stored thereon. Items sold from the pro shop shall be soccer-related and all merchandise is subject to approval by the Community Services Director. Any items that are deemed non-soccer related shall be removed immediately, and shall not be restocked.
17. TERMINATION. CITY and LICENSEE shall have the right to terminate this Agreement, without cause, by giving ninety (90) days written notice of termination.
18. INSURANCE REQUIREMENTS.
 - 18.1 Commencement of Activity. LICENSEE shall not commence work, activities or operation under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the

CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

- 18.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.
- 18.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in the amount of \$1,000,000.00 combined single limit; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 17.3 (a) shall designate CITY and the Garden Grove Unified School District and their respective officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 17.3 (b) shall designate CITY and the Garden Grove Unified School District and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, LICENSEE's insurance coverage shall be primary insurance as respects CITY and the School District and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY or School District and their respective officers, officials, employees, agents, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.

19. INDEMNIFICATION. LICENSEE agrees to protect, defend, and hold harmless CITY and the Garden Grove Unified School District and their respective elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by LICENSEE, LICENSEE's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by LICENSEE to use the subject Facility. The only exception to LICENSEE's responsibility to protect, defend and hold harmless CITY and the School District is due to the sole negligence of CITY or the School District, or any of its elective or appointive boards, officers, agents, employees or volunteers.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE. The provisions of this subsection shall survive the termination of this Agreement.

20. NON-LIABILITY OF CITY.

20.1 Pursuant to Revenue & Taxation Code §107.7, should a property interest be created herein, it may be subject to property taxation LICENSEE may be subject to property taxes levied on such interest. In no event shall the CITY or the Garden Grove Unified School District be liable for any taxes owed as a result of this Agreement or the LICENSEE's use of the Facility.

20.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the Facility as provided for herein. LICENSEE acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights, if any, to which the Contractor might otherwise be entitled from the City or the School District with regard to this Agreement and the operations on the Facility. LICENSEE shall not be entitled to relocation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

20.3 No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount, which may become due to LICENSEE, or for any obligation under the terms of this Agreement.

21. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.

22. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

23. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

24. CONFLICT OF INTEREST AND REPORTING. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.

25. NOTICES. All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

25.1 Address of LICENSEE is as follows:
Esparza Soccer Academic, Inc.
2400 E. Lincoln Avenue #161
Anaheim, CA 92806

25.2 Address of CITY is as follows: (with a copy to):
City of Garden Grove Garden Grove City Attorney

11222 Acacia Parkway
Garden Grove, CA 92840

11222 Acacia Parkway
Garden Grove, CA 92840

26. LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole cost and expense, LICENSEE shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. LICENSEE shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement except those which are expressly waived by CITY.
27. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
28. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT. The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, LICENSEE shall not contract with any other entity to perform the work, activities or operations required without written approval of CITY. If LICENSEE is permitted to subcontract any part of this Agreement, LICENSEE shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, activities or operations will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
29. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement the parties are formally bound.
30. MODIFICATION. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and LICENSEE.
31. WAIVER. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and LICENSEE.
32. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
33. INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
34. PRESERVATION OF AGREEMENT. Should any paragraph, provision phrase or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, provision, phrase or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

DATE: 9/14/16

CITY OF GARDEN GROVE

ATTEST:
Kathleen Bailor
City Clerk

By: [Signature]
City Manager

DATE: 9/19/2016

LICENSEE
Esparza Soccer Soccer Academic, Inc.

APPROVED AS TO FORM:
[Signature]
City Attorney

By: [Signature]

DATE: 8-16-16

If LICENSEE is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to the CITY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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| PRODUCER <i>Joel Ramos 714-602-6018</i> SportUnderwriters.com Inc. A Division of Sport and Special Event Insurance Agency USA P.O. Box 1131 Lake Placid NY 12946 <i>Jramos@newimageinsurance@gmail.com</i> | | CONTACT NAME: PHONE (A/C No. Ext): 866-889-4763 FAX (A/C No): 866-467-8770 E-MAIL ADDRESS: info@sportunderwriters.com PRODUCER CUSTOMER ID #: | |
| INSURED SSEI Program Management Inc. Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol 2400 E Lincoln Ave #161 <i>Juan Esparza</i> Anaheim, CA, 92806 <i>union_juan@yahoo.com</i> | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: New Hampshire Insurance Company <i>AXV</i> 23841 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: A-YS-SU-16-06-30-25970-1 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADDL NSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MMDDYYYY) | POLICY EXP (MMDDYYYY) | LIMITS | |
|---------|---|----------|----------|---------------|-----------------------|-----------------------|-------------------------------------|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y | N | 19957204-02 | 07/07/2016 | 07/07/2017 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | FIRE DAMAGE (Any one fire) | \$ 300,000 |
| | | | | | | | MED EXP (any one person) | \$ EXCLUDED |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | | 19957204-02 | 07/07/2016 | 07/07/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | Y/N | N/A | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | OTHER ABUSE/MOLESTATION | Y | | 19957204-02 | 07/07/2016 | 07/07/2017 | EACH OCCURRENCE | \$25,000 |
| | | | | | | | AGGREGATE | \$100,000 |

Reviewed and approved as to insurance language and/or requirements.
Mark Di Perno
 Risk Management
 8-12-16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Liability Policy Deductible: \$0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 04 01 13 and company's specific forms.
 Re: Soccer
 Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
 (continued on next page)

| | |
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| CERTIFICATE HOLDER The City of Garden Grove 11222 Acacia Pkwy Garden Grove, CA, 92840 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Mark Di Perno |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|--------------------|---|--|
| AGENCY SportUnderwriters.com Inc. | | NAMED INSURED SSEI Program Management Inc. Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol 2400 E Lincoln Ave #161 Anaheim, CA, 92806 | |
| POLICY NUMBER 19957204-02 | | EFFECTIVE DATE: 07/07/2016 | |
| CARRIER New Hampshire Insurance Company | NAIC CODE 23841 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy Bound and Effective at: 07/07/2016 06:39:53 PM EST

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

Policy No: 19957204-02

Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol

Policy Period: July 07, 2016 to July 07, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| <p>The City of Garden Grove, Garden Grove Unified School District, and their respective officers, officials, agents, employees, and volunteers</p> <p>11222 Acacia Pkwy Garden Grove, CA, 92840</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed and approved as to insurance language
and/or requirements.

Neidi M. Jay
Risk Management
8-12-16

ENDORSEMENT NO. 5

This endorsement, effective 12:01 A.M. 08/01/2016

Forms part of policy no.: 19957204 - 02

issued to: SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY CERTIFICATE

D/B/A: SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY CERTIFICATE

By: NEW HAMPSHIRE INSURANCE COMPANY

Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol

Policy Number: 19957204-02

Certificate #: A-YS-SU-16-06-30-25970E1

IN CONSIDERATION OF AN ADDITIONAL PREMIUM , IT IS HEREBY UNDERSTOOD AND AGREED THAT the Additional Insured Required by Written Contract (Primary and Non-Contributory) endorsement is added to the policy:

The City of Garden Grove

11222 Acacia Pkwy

Garden Grove, CA, 92840

Authorized Representative or
Countersignature (in states where Applicable)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Reviewed and approved as to insurance language
and/or requirements.

Nerida M. Jay
Risk Management
8-12-16

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 08/01/2016 forms a part of Policy

No. 19957204 - 02 issued to SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY
CERTIFICATE d/b/a SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY
CERTIFICATE

by New Hampshire Insurance Company

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement subject to the policy aggregate. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured.

100455 (3/09)

Page 1 of 2

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Reviewed and approved as to insurance language
and/or requirements.
Neidm Jay
Risk Management

8-12-16

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision

may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.

Authorized Signature

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind ESPARZA Soccer Academy.

Company Name

SIGNATURE OF AUTHORIZED PERSON: 

PRINTED NAME OF AUTHORIZED PERSON: JUAN ESPARZA

TITLE OR POSITION OF AUTHORIZED PERSON: OWNER

COMPANY NAME: ESPARZA Soccer Academy

DATE: 7-20-16

NOTE: This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!

City/Agency/Sanitary District Use Only

RISK MANAGEMENT DIVISION SIGNATURE: 

DATE: 8-12-16

APPROVAL OF A FACILITY USE AGREEMENT WITH ESPARZA SOCCER ACADEMIC,
INC. FOR THE OPERATION OF THE PIONEER PARK OUTDOOR RINK
(F: 55-Esparza Soccer Academic, Inc.)

It was moved by Council Member Jones, seconded by Council Member Beard that:

A three (3) year Agreement to Esparza Soccer Academic, Inc. for the operation and management of the Pioneer Park outdoor rink be approved; and

The City Manager, or his designee, be authorized to sign the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kimberly Huy
Dept.: City Manager Dept.: Community Services
Subject: Approval of a Facility Use Agreement with Esparza Soccer Academic, Inc. for the operation of the Pioneer Park outdoor rink. (*Action Item*) Date: 9/13/2016

OBJECTIVE

To request that the City Council approve a three (3) year Facility Use Agreement with Esparza Soccer Academic, Inc. under the management of Juan Esparza, for the operation of the Pioneer Park outdoor rink.

BACKGROUND

Pioneer Park is designated as a park facility for active and passive recreational activities, located at 12772 Chapman Avenue, one block east of Harbor Boulevard, in the city of Garden Grove.

In 2004, the City of Garden Grove (City) entered into a License Agreement with Power Play Sports for the operation of roller hockey and other recreational activities at Pioneer Park. After ten years of operating at Pioneer Park, Power Play Sports decided not to renew their contract with the City. The City released a Request for Proposal (RFP) seeking a new operator for the Pioneer Park outdoor rink.

DISCUSSION

The City sought an organization or individual to operate this facility to provide for youth, adult, and co-ed leagues, tournaments, clinics, or other revenue generating athletic activities on site.

The RFP Review Committee was comprised of three City staff members. There were two (2) qualified proposals received, and based upon the proposals meeting the requirements of the RFP, the applicant's qualifications demonstrating competence and experience, the Committee selected Esparza Soccer Academic, Inc. to be the new operator of the Pioneer Park outdoor rink. Juan Esparza is an experienced soccer league operator, with over 15 years of experience operating youth and adult soccer leagues.

Proposals were evaluated on the following criteria as requested on the RFP:

- Over 10 years of experience operating a similar location;
- Programming for both children and adults;
- Offering a sport that is in high demand in our community; and
- Hosting events to give back to the community.

FINANCIAL IMPACT

The proposed Facility Use Agreement provides for no compensation for services to the facility operator. The facility operator will provide a monthly lease amount of \$1,500 to the City.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year Agreement to Esparza Soccer Academic, Inc. for the operation and management of the Pioneer Park outdoor rink; and
- Authorize the City Manager, or his designee, to sign and execute the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

By: John Montanez, Recreation Manager

ATTACHMENTS:

| Description | Upload Date | Type | File Name |
|---|--------------------|-------------|---|
| Esparza Soccer Academic, Inc. Agreement | 8/25/2016 | Cover Memo | Esparza_Soccer_Academic__Inc._Agreement.pdf |