



## **AGENDA SPECIAL MEETING**

### **JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY**

Council Chambers, Chowchilla City Hall  
130 S. Second Street, Chowchilla, CA 93610

**March 17, 2015**

Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board. Agendas for all City Council/Redevelopment Successor Agency Special Meetings are posted at least 24 hours prior to the meeting at the Civic Center, 130 S. Second St., Chowchilla, CA.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter. In addition, most documents will be posted on the city website at [www.ci.Chowchilla.CA.US](http://www.ci.Chowchilla.CA.US).

The City of Chowchilla complies with the Americans with Disabilities Act (ADA of 1990). The Council Chambers is accessible to the physically disabled. If you need special assistance, please call (559) 665-8615, ext. 102 at least 4 days prior to the meeting.

#### **CALL TO ORDER**

#### **ROLL CALL**

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

Council/Board Member: Mary Gaumnitz, Dennis Haworth, Richard Walker

City staff and contract employees present at the meeting will be noted in the minutes

#### **OPEN SESSION – 4:30 PM**

#### **PLEDGE OF ALLEGIANCE:**

#### **INVOCATION:**

#### **PUBLIC ADDRESS**

This time is reserved for members of the audience to address the City Council/Agency Board on items on this Special Meeting Agenda only.

It is recommended that speakers limit their comments to no more than 3 minutes each. The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda. No adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time.

Speakers are asked to please use the microphone, and provide their name. Prior to addressing the Council/Agency Board, any handouts are to be provided to City Clerk/Board Clerk who will distribute them to the Council/Agency Board and the appropriate staff.

**NEW BUSINESS – Section 1****1.1 Consideration of Agreement between the City of Chowchilla and Ray Sardina for Soccer Usage of City Facilities (Piepenbrok)****CLOSED SESSION – Section 2**

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(2) and 54957. Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Administrator will give an oral report regarding the Closed Session at the end of this meeting.

**1. Conference with Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:**

Number of Cases: 1

**2. Pursuant to Gov. Code Section 54957****PUBLIC EMPLOYMENT**

**TITLE:** City Administrator

**CLOSED SESSION REPORT:****ADJOURNMENT****PUBLIC NOTIFICATION**

I, Nanci Lima, City Clerk for the City of Chowchilla, declare under penalty of perjury that I posted the above City Council/ Redevelopment Successor Agency Agenda for the Special Meeting of March 17, 2015 at the Chowchilla Civic Center, 130 S Second Street on March 16, 2015 at 10 a.m.

\_\_\_\_\_  
/s/

Nanci C. O. Lima, MMC  
City Clerk



# REPORT TO THE CITY COUNCIL

Special Council Meeting of March 17, 2015

**Agenda Section:** New Business

**SUBJECT:** **Approval of Sports League Facilities Use Agreement with Ray Sardina for Youth Soccer**

**Prepared By:** Laura L. Crane, City Attorney

**Approved By:** Carolyn Lehr, Interim City Administrator

**RECOMMENDATION:**

Staff recommends approval of a Resolution which allows the City to enter into the attached Sports League Facilities Use Agreement with Ray Sardina for purposes of Youth Soccer.

**HISTORY / BACKGROUND:**

The Chowchilla Soccer Academy, a California corporation, has historically provided a youth soccer program in the City of Chowchilla through the use of the City's facilities. The Chowchilla Soccer Academy's corporate status is currently suspended preventing it from doing business in the State.

Ray Sardina has been intimately involved with the Chowchilla Soccer Academy. Mr. Sardina desires to personally host the youth soccer program, including travel teams, in the City using City facilities. Mr. Sardina has obtained insurance coverage and agreed to the terms of the attached Sports League Facilities Use Agreement.

The attached agreement governs the impending soccer season scheduled to open March 21, 2015 and terminates on June 30, 2015. The agreement allows the program to operate from the Edward Ray Park Soccer Complex through the use of the main soccer field and sports lights, unlighted soccer fields area, park restrooms, and recreation building. Mr. Sardina will be solely responsible for all costs associated with his use of the facilities lights for this program. Mr. Sardina will also be responsible for all game and practice day maintenance of the fields and ensuring all litter and trash is removed from the facilities. Mr. Sardina is also obligated to indemnify the City should any incident occur at the facilities that exposes the City to liability.

**FINANCIAL IMPACT:**

No financial impact is anticipated.

**ATTACHMENTS:**

Resolution and Agreement.

**COUNCIL RESOLUTION NO. -15**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA  
APPROVING SPORTS LEAGUE FACILITIES USE AGREEMENT WITH RAY SARDINA FOR  
YOUTH SOCCER PURPOSES**

**WHEREAS**, Ray Sardina desires to use City facilities for purposes of hosting a youth soccer program, including travel teams; and

**WHEREAS**, the City Council finds and declares such a program will benefit the City's general population.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The above recitals are true.
2. The City Council hereby approves and adopts the attached Sports League Facilities Use Agreement with Ray Sardina.

**PASSED AND ADOPTED** by City Council of the City of Chowchilla this 17th day of March 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John Chavez, Mayor

ATTEST:

\_\_\_\_\_  
Nanci C. O. Lima, MMC  
City Clerk



# City of Chowchilla SPORTS LEAGUE FACILITIES USE AGREEMENT

This Sports League Facilities Use Agreement is made and entered into this 18th day of March 2015 between the City of Chowchilla and Ray Sardina, an individual, for the purpose of furthering the goals of continued service and public benefit to the community at large.

## DEFINITIONS:

**AGREEMENT:** This Sports League Facilities Use Agreement and any amendments subsequently lawfully entered into between the parties.

**ORGANIZATION:** Ray Sardina, an individual.

**ORGANIZATION NOTICE ADDRESS:** Ray Sardina, P.O. Box 248, Chowchilla, CA 93610.

**CITY:** City of Chowchilla, a public entity.

**CITY NOTICE ADDRESS:** City of Chowchilla, Attn: City Clerk, 130 S. 2nd Street, Chowchilla, CA 93610

**FACILITIES:** Limited to the following facilities located at the Edward Ray Park Soccer Complex, 625 North 15<sup>th</sup> Street, in the City of Chowchilla: The main soccer field with sports lights; unlighted soccer fields area; park restrooms; recreation building; soccer goals; and on-site parking areas.

**NORMAL FIELD AND FACILITY PREPARATION AND MAINTENANCE:** Practice and game field preparation that includes field striping and soccer goals placement and maintenance.

**PROGRAM:** Recreational Youth Soccer and Travel Youth Soccer .

**PROGRAM ADVERTISING LOCATIONS:** Program information can be promoted through the CITY media resources and distributed at CITY facilities upon approval of the documents by the CITY.

**SEASON:** February 15 through May 31, 2015.

SPONSOR ADVERTISING LOCATIONS: Sponsor banners, if any, can be temporarily displayed at the FACILITIES during games only; no permanent installation is allowed.

TERM: From date of approval through June 30, 2015.

BOTH PARTIES AGREE TO THE FOLLOWING:

1. TERM and Termination: This AGREEMENT shall remain in full force and effect for its entire TERM unless otherwise terminated by either party. This AGREEMENT may be terminated at any time by either party hereto by giving to the other a written notice of termination to either the CITY NOTICE ADDRESS or the ORGANIZATION NOTICE ADDRESS, as appropriate, no less than thirty (30) days prior to the intended termination date. Notices shall be provided either personally or by certified mail, return receipt requested. Notices shall be deemed given on the date personally delivered or 48 hours after deposited in the mail.
2. Mutual Cooperation: The ORGANIZATION and the CITY agree to meet as needed during the TERM of this AGREEMENT to discuss the parties' respective needs during the SEASON, ORGANIZATION's expected use of the FACILITIES, and the elements of this AGREEMENT and any necessary adjustments.
3. General Use of the FACILITIES:
  - a. The ORGANIZATION may conduct the PROGRAM at the FACILITIES only. No other CITY property may be used by the ORGANIZATION unless prior written consent is received from the CITY.
  - b. Prior to the start of each SEASON, the ORGANIZATION will provide the CITY with a complete calendar of every date and time the ORGANIZATION intends to use the FACILITIES during each SEASON. The calendar shall include all actual or potential practice and game dates and times. The ORGANIZATION shall notify the CITY in advance of any schedule changes, additions, or deletions and the CITY shall attempt to accommodate the adjustments. The FACILITIES are not available to the ORGANIZATION for use on any date not provided by the ORGANIZATION to the CITY in advance of such use. The CITY will notify the ORGANIZATION of any CITY events and programs that will interfere with ORGANIZATION's use of the FACILITIES. The FACILITIES will not be available for ORGANIZATION's use during CITY events.
  - c. Vehicles are prohibited from entering any portion of the FACILITIES not customarily used

- for public vehicular traffic. The ORGANIZATION may request prior written consent from the CITY for limited and temporary use of the FACILITIES for vehicles.
- d. Temporary operational and/or services structures (e.g. portable toilets, concession trailers, etc.) shall not be placed on or used at the FACILITIES. The ORGANIZATION may request prior written consent from the CITY to use temporary operational and/or service structures by contacting the CITY's Public Works Supervisor at the CITY NOTICE ADDRESS at least three weeks prior to the intended installation date of any such structure.
  - e. Up to two portable storage containers can be placed at the FACILITIES for use only by the ORGANIZATION. The ORGANIZATION must keep the storage containers secured and will be responsible to remove any and all graffiti from the containers within 24 hours of being notified by the CITY Public Works Supervisor and an incident report has been completed by the CITY.
4. Incidents or Accidents: The ORGANIZATION shall report any incidents or accidents that have caused, or may cause, injury to a person or personal or CITY property, to the CITY by providing an incident/accident report within 24 hours of said incident or accident to the CITY NOTICE ADDRESS. On Friday, Saturday and Sunday, the ORGANIZATION may request the Chowchilla Police Department to make a report to be held for the CITY for the next CITY business day.
5. Use of FACILITIES – Restrooms:
- a. The CITY provides daily general public access to the FACILITIES restrooms. Should the ORGANIZATION need access to the FACILITIES restrooms outside the normal daily operations the ORGANIZATION must contact the CITY to formalize arrangements and if necessary, complete the applicable key assignment form to receive FACILITIES restroom keys. The ORGANIZATION agrees to not duplicate the keys. The ORGANIZATION shall return all keys to the CITY at the end of SEASON.
  - b. During the SEASON, the ORGANIZATION will monitor the FACILITIES restrooms and will report any problems and maintenance needs to the CITY Public Works Supervisor at the CITY NOTICE ADDRESS.
6. Use of FACILITIES – Recreation Building:
- a. The CITY will provide the ORGANIZATION with a copy of any necessary keys and assign an alarm code to the FACILITIES recreation building included as part of the FACILITIES. The ORGANIZATION must complete the applicable key assignment form prior to receiving the keys. The ORGANIZATION agrees to not duplicate the keys. The

ORGANIZATION shall return all keys to the CITY at the end of the SEASON.

- b. During the SEASON, the ORGANIZATION will monitor the FACILITIES recreation building and will report any problems and maintenance needs to the CITY Public Works Supervisor at the CITY NOTICE ADDRESS.

7. FACILITIES Maintenance:

- a. The CITY will provide routine maintenance to the FACILITIES throughout the SEASON that includes mowing, irrigation, and general safety maintenance. The CITY will not perform any NORMAL GAME AND PRACTICE DAY MAINTENANCE.
- b. The ORGANIZATION shall be solely responsible for performing NORMAL GAME AND PRACTICE DAY MAINTENANCE of the FACILITIES. Any work ORGANIZATION performs beyond NORMAL GAME AND PRACTICE DAY MAINTENANCE must be approved by the CITY in advance of beginning the work. The ORGANIZATION shall contact the CITY's Public Works Supervisor at the CITY NOTICE ADDRESS for this purpose.
- c. The ORGANIZATION shall remove all litter and trash from the FACILITIES, including but not limited to, restrooms, at the conclusion of each day the ORGANIZATION uses the FACILITIES. Any trash that does not fit in containers provided by the CITY must be transported from the FACILITIES and placed in the trash dumpster in the parking area.

8. FACILITIES – Sport Field Lighting:

- a. The CITY will schedule sport field lights usage per the request of the ORGANIZATION in accordance with their provided games and practice schedules; the field lights schedule is set by the CITY via a computer link and there is no manual control of the lights; the ORGANIZATION must notify the CITY in advance within a reasonable period time, during CITY business hours and not less than four hours prior to a scheduled use, of any schedule variations.
- b. The ORGANIZATION is solely responsible for all costs associated with its use of FACILITIES lights during the SEASON. Such responsibility includes any schedule variations, such as cancelled games and/or practices that are not communicated to the CITY within the time period as provided in the preceding section.
- c. The CITY will invoice the ORGANIZATION at the end of SEASON for use of FACILITIES lights in accordance with current CITY Master User Fee Schedule.

9. PROGRAM Management and Advertising:

- a. The ORGANIZATION, serves as the sole party responsible for the management,

oversight, implementation and supervision of the PROGRAM. The CITY shall have no responsibility with regards to the PROGRAM.

- b. All advertising posted by the ORGANIZATION in accordance with this AGREEMENT must comply with current CITY signage standards. The ORGANIZATION is solely responsible for the maintenance of any advertising, including, but not limited to, safety issues and graffiti. ORGANIZATION must report any graffiti on advertising to the CITY Public Works Supervisor within 18 hours of discovery. ORGANIZATION must remove graffiti from advertising within 24 hours of the CITY documenting the event.

10. Hold Harmless/Insurance Requirements:

- a. The ORGANIZATION shall indemnify and hold harmless the CITY, its officers, officials, employees and volunteers, from and against all claims, damages, losses and expenses including attorney fees arising from, caused by, or in any way connected with the PROGRAM or ORGANIZATION's use of the FACILITIES.
- b. The ORGANIZATION shall carry a commercial general liability insurance policy or its equivalent with a reputable insurance company with a minimum limit of liability of \$1 million in limits per occurrence with a \$2 million aggregate. The liability insurance policy shall name the CITY as an additional insured. The policy shall provide that coverage shall not be canceled, materially changed, or permitted to expire without a sixty (60) day prior written notice to the CITY. Not less than two weeks prior to the start of each SEASON, the ORGANIZATION shall provide to the CITY evidence to the CITY's satisfaction of compliance with this paragraph. ORGANIZATION shall not use the FACILITIES for any purpose prior to providing CITY with evidence of insurance.
- c. Failure to acquire and maintain the insurance required by this AGREEMENT on the part of the ORGANIZATION shall constitute a breach of this AGREEMENT, and shall result in immediate unilateral termination of this AGREEMENT by the CITY.

11. General Provisions:

- a. This AGREEMENT is personal to ASSOCIATION only and shall not be assigned, transferred or granted. Any assignment, transfer or granting by ORGANIZATION of any portion of this Agreement, or the AGREEMENT in its entirety shall constitute a material breach of this AGREEMENT.
- b. This AGREEMENT shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
- c. This AGREEMENT is the entire agreement between the parties with respect to the

subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by an agreement in writing, signed by the parties.

- d. This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, and successors in interest, as applicable.
- e. Each party has cooperated in the drafting and preparation of this AGREEMENT. Any interpretation of this AGREEMENT shall not be construed against any party.
- f. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to attorneys' fees and costs.
- g. This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

IN WITNESS WHEREOF both parties have caused this AGREEMENT to be executed on their behalf by their officers duly authorized.

CITY OF CHOWCHILLA ("CITY")

ATTEST

\_\_\_\_\_  
John Chavez, Mayor

\_\_\_\_\_  
Nanci Lima, MMC, City Clerk

RAY SARDINA

\_\_\_\_\_  
Signature