

**CITY OF IONE
PARK AND RECREATION COMMISSION**

*Angela Bennett, Chairman
Sheldon Windley, Vice Chairman
Angie Avila, Commissioner
Dan Traxler, Commissioner
Rodney Plamondon, Commissioner*

**June 23, 2020
6:00 p.m.**

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE PARKS
COMMISSION OF THE CITY OF IONE WILL BE CONDUCTING THEIR
MEETING VIA TELECONFERENCE AND WEB CONFERENCE.**

**Dial-In: 1-786-535-3211
Access Code: 325-405-069**

**YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:
<https://global.gotomeeting.com/join/325405069>**

**PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FIVE MINUTES
California Government Code Section 54954.3**

The Ione Park and Recreation Commission welcomes, appreciates, and encourages participation in the Commission Meeting. The Commission reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for 10 cents per page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

- A. PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PUBLIC COMMENT:**

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the Commission at this time on any subject within the jurisdiction of the Ione Park and Recreation Commission. Pursuant to the Brown Act, the Commission may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that require Commission action will be referred to staff for a report and/or recommendation for possible action at a future Commission meeting.

Is there any person in the audience who wishes to address the Commission at this time?

E. DISCUSSION/ACTION ITEMS:

- 1. Reopening of Play Structures and Public Restrooms**
- 2. Arena- Alison LaFayne**
- 3. Field Contracts- Annual Fee Forgiveness**
- 4. Pool Opening and Requirements**
- 5. Tennis/Basketball Courts**
- 6. Budget Items**
- 7. Updates**

F. COMMISSION MEMBERS REPORTS/FUTURE AGENDA ITEMS

G. ADJOURNMENT

FUTURE MEETINGS

July 28, 2020

August 25, 2020

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, Janice Traverso at 209-274-2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**CITY OF IONE
AGREEMENT WITH
MOTHER LODGE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

This License Agreement ("Agreement") for the use of the Howard Park soccer fields, adjacent parking areas, and maintenance/snack booth ("Complex") is entered into this _____, 2015 by and between the City of Ione, a California municipal corporation ("City"), through its Parks & Recreation Department ("P&R"), and MOTHER LODGE YOUTH SOCCER LEAGUE, a California nonprofit corporation ("MLYSL").

RECITALS

WHEREAS, MLYSL operates a youth soccer league at Howard Park located at Church Street (Highway 124), Ione, California.

WHEREAS, the City owns and operates Howard Park, as depicted on Exhibit "A" attached hereto.

WHEREAS, MLYSL desires to use the Soccer field complex at Howard Park for games, practices, and maintenance for the entirety of each year of this Agreement.

WHEREAS, the City wishes to grant MLYSL permission to use Howard Park in exchange for: (1) a small annual payment for reimbursement of the City's costs to operate and maintain the facilities; and (2) certain other improvements to Howard Park.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and such other and further consideration as is hereby acknowledged, the parties agree as follows:

AGREEMENT

PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative:	Mother Lode Youth Soccer League:
City Manager City of Ione #1 Main Street Ione, California 95640 209-274-2412, Ext. 111	Yvonne Speer President MLYSL

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

1. Terms

- 1.1. This Agreement will be valid from July 1, 2015 through June 30, 2035.
- 1.2. In June 2024, the City will re-assess and set a new Participation Fee amount to be paid by MLYSL through 2035 based on the City's actual and projected operations and maintenance costs associated with the Complex.
- 1.3. In the event that enrollment with MLYSL increases or decreases by 50% or more, the City shall re-assess and set a new Participation Fee reflecting the change in the City's operations and maintenance costs associated with the Complex.
- 1.4. In the event either party defaults under this Agreement, the non-defaulting party shall give the defaulting party written notice. If the defaulting party fails to cure the default within 30 days after being provided written notice of the default, the non-defaulting party may terminate this Agreement. However, if the default is non-monetary, and is the result of a force majeure occurrence, or is otherwise of a nature that it cannot be fully cured within the 30 day period, the defaulting party shall have such additional time as is reasonably necessary to cure the default so long as the defaulting party is proceeding diligently to cure the default.

2. Mutual Covenants

2.1. The City will:

- 2.1.1. Reserve the Complex on a full-time basis subject to MLYSL's right of first refusal. The P&R will coordinate through MLYSL with all other groups wishing to use the fields. In any event, other groups that wish to use the field must first contact the P&R to ensure that there are no MLYSL functions or maintenance scheduled for the fields during the period the other group wishes to use the field. MLYSL will work with all groups wishing to use the Complex so that mutually agreeable times can be scheduled for use by other groups when MLYSL is not using the Complex.
- 2.1.2. Allow MLYSL to sell banners to hang around the fences of the Complex in order to fund-raise for the league. Signs shall comply with the City's sign ordinance. Advertising shall be limited to commercial advertising involving the offering of goods or services for sale, consistent with both Constitutional and local law requirements.
- 2.1.3. Allow MLYSL to have the right to operate the snack bar and concessions, and keep the profits for the same in order to defer its costs. Any vendors brought in to sell are required to have a City business license.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

- 2.1.4. Provide janitorial and restroom materials, building keys, trash bags, and trash cans.
- 2.1.5. The City shall be responsible for the cost of daily maintenance of the fields and facilities, including mowing and irrigating, electricity, solid waste, heating and air conditioning, water, and telephone service (if applicable) for the Complex.
- 2.1.6. The City and MLYSL agree to equally share the costs of occasional necessary field maintenance, such as aerating, re-seeding, fertilizing, etcetera, based on the recommendations of the professional field maintenance company selected by both the City and MLYSL.
- 2.1.7. City staff will monitor the Complex to ensure that all commitments are being adhered to. The City will maintain the Complex throughout the year to ensure the fields are in a playable condition year round (weather permitting). This includes watering, mowing, weed control and prevention, sprinkler repair, fertilization of the grass areas, rodent control, and maintenance of the snack bar, restrooms, and storage shed.
- 2.1.8. Provide an adequate water source to irrigate the fields at the Complex throughout the year in compliance with all local, County, or State ordered drought restrictions.

2.2. MLYSL will:

- 2.2.1. Pay the City of Ione a participation fee of \$4,000.00 per year for the term of this Agreement—subject to re-assessment by the City in June 2024 or whenever the enrollment in MLYSL increases or decreases by 50% or more, as set forth above—in order to help the City offset operations and maintenance costs associated with the Complex (“Participation Fee”). The Participation Fee will be paid by February 28 each year.
- 2.2.2. Invest in the development of the Complex through donations, grants, and fund raising efforts and help the City make capital improvements to the Complex.
- 2.2.3. Provide maintenance at the Complex during the term of use each year. This includes, but is not limited to, trash pickup and reporting of additional maintenance issues to the City maintenance manager.
- 2.2.4. Maintain the fields in a playable, clean, and trash-free manner.
- 2.2.5. Ensure the restrooms are cleaned, maintained, and stocked with City provided toilet paper, paper towels, and soap as needed, along with garbage dumped when needed during the designated season.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

2.2.6. Maintain insurance, naming the City as an additional insured, and maintain additional property insurance covering items kept at the fields.

2.2.7. Assist the City to conserve both water and electrical power associated with the facilities.

2.2.7.1. Endeavor to improve the playing fields at the Complex. MLYSL has displayed an intent and goal to dramatically improve the field condition of the complex. MLYSL intends to remodel a portion of the field at the Complex every year for the first 10 years of this Agreement, or until the entire field area of the Complex is renovated, whichever is earlier. MLYSL's commitment to renovate the fields is subject to the annual budgetary constraints of MLYSL, but the intent and goals of field renovation are significant.

3. Exclusivity

3.1. This is a non-exclusive contract for MLYSL to use the soccer Complex. However, MLYSL shall have the first right of refusal to use the Complex. When evaluating an applicant's request to use the fields at the Complex, the City and MLYSL shall consider and scrutinize the proposed applicant's degree of adverse impact on the field. **The CITY reserves the use of all four fields for Homecoming weekend (Saturday-Sunday).**

4. Insurance

4.1. MLYSL shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, MLYSL's use and performance under this Agreement. The coverage shall be in such amounts and in such form as is approved by the Ione City Manager and its insurance authority. The insurance policies are to contain, or be endorsed, to contain the following:

4.1.1. The City, its officers, officials, and employees are to be covered as additional insureds.

4.1.2. For any claim related to this Agreement, MLYSL's insurance shall be the primary insurance as it relates to claims made against the City and its officers, officials, and employees. Any insurance or self-insurance maintained by the City or its officers, officials, or employees shall be in excess of MLYSL's insurance and shall not contribute to it.

4.1.3. MLYSL's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

4.1.4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice has been served by certified mail, return receipt requested, to the City.

4.1.5. MLYSL shall furnish the City with original endorsements effecting the coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City within 30 days from execution of this Agreement.

5. Indemnity

5.1. MLYSL shall indemnify and hold the City and its officers, employees, officials, agents, and volunteers harmless from and against all claims, damages, losses, and expenses, including attorneys' fees and costs arising out of MLYSL's use of the Complex or any other activity described in this Agreement, whether caused in whole or in part by any negligent act or omission of MLYSL or its agents, employees, or volunteers, or anyone directly or indirectly associated with MLYSL, or anyone else whose acts for which MLYSL may be liable, except where such liability is caused by the active negligence, sole negligence, or willful misconduct of the City or its officers, officials, or employees.

6. Assignment

6.1. MLYSL agrees that it will not assign this Agreement, or any interest herein, without first obtaining the prior written consent of the City. Any assignment without the City's consent shall be voidable and, at the City's election, shall constitute a default.

7. Dispute Resolution

7.1. If, during the performance of this Agreement, a dispute arises between the parties that cannot be settled by the parties, MLYSL shall submit a written statement within 10 days of the incident giving rise to the dispute to the City. A written decision by the City Manager shall be made to MLYSL within 7 days. MLYSL reserves the right to appeal the City Manager's decision to the City Council. MLYSL and the City also maintain the right to address a material breach of this Agreement with the Amador County Superior Court. MLYSL and the City shall continue to perform in accordance with the Agreement requirements without interruption during the dispute period.

8. Termination

8.1. Notwithstanding any other provision contained herein, in the event that either party does not receive sufficient funds to perform their obligations hereunder, that party may terminate this Agreement with 60 days written notice of termination provided

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

to the other party. Except in the case of a breach, permanent termination of MLYSL's right to use the Complex shall require at least three years advance to MLYSL to allow sufficient time for MLYSL to locate suitable replacement facilities.

9. Miscellaneous

- 9.1. MLYSL shall make no alterations, additions, or improvements to the Complex without the City's prior written approval.
- 9.2. Time is of the essence to this Agreement.
- 9.3. The primary contact person on behalf of the City is the City Manager. The primary contact person on behalf of the MLYSL is its president or designee.
- 9.4. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. General Terms and Conditions

- 10.1. The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions that MLYSL may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

10.1.1. *Choice of Law, Forum Selection, Entire Agreement, and Amendment.*

This Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, MLYSL specifically consents to jurisdiction in Amador County. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral.

- 10.1.2. *Use of City Name or Logo.*** MLYSL agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the City, or the name of any representative of the City, in any sales, promotion, work, or advertising, or any other form of publicity, without the written permission of the City in each instance.

- 10.1.3. *Terms of Payment.*** Subject to the conditions below, payment shall be made by MLYSL within 30 days upon the City's presentation of an invoice for services rendered pursuant to this Agreement.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

- 10.1.4. ***Independent Contractor.*** MLYSL SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE CITY. NEITHER MLYSL NOR ANY AGENT OR EMPLOYEE OF MLYSL SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE CITY. MLYSL SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. MLYSL ACKNOWLEDGES THAT MLYSL AND ITS EMPLOYEES ARE NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. MLYSL SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE CITY TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. MLYSL SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF MLYSL, ITS EMPLOYEES, AND AGENTS.
- 10.1.5. ***Non-Waiver.*** No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.
- 10.1.6. ***Affirmative Action, Equal Employment Opportunity, and Targeted Group Business.*** The City is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation, and the City is committed to transacting business only with firms who follow these practices. MLYSL must apply every good faith effort to ensure implementation of this policy in their practices of employment, promotion, demotion, layoff, termination, transfer, recruitment, recruitment advertising, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MLYSL will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By accepting this Agreement, MLYSL certifies that it complies with all applicable federal and State laws, as well as City policies related to non-discrimination, equal employment opportunity, and affirmative action.
- 10.1.7. ***Severability.*** If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**CITY OF IONE AGREEMENT WITH MOTHER LODGE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

10.1.8. **Survivability.** The terms, provisions, representations, and warranties contained in this Agreement that, by their sense and context are intended to survive the performance thereof by any of the parties hereunder, shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

10.1.9. **Counterparts.** This Agreement may be signed in counterparts, and facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and MLYSL has caused this Agreement to be executed by its authorized agent.

MOTHERLODE YOUTH SOCCER LEAGUE

CITY OF IONE

By: _____
Yvonne Speer
President

By: _____
Jon Hanken
City Manager

Approved as to Form:

By: _____
Curtis R. Wright
City Attorney

Attest:

By: _____
Janice Traverso
City Clerk

**AGREEMENT FOR AMADOR COUNTY LITTLELEAGUE WEST AND ITS
USE OF THE BASEBALL/SOFTBALL FIELDS AT HOWARD PARK**

This License Agreement ("Agreement") for the use of the Howard Park baseball facilities is entered into this July 1, 2014, by and between the City of Ione, a California municipal corporation, through its Parks & Recreation Department ("City"), and AMADOR COUNTY LITTLE LEAGUE WEST ("ACLLW or Little League"), a California nonprofit corporation.

RECITALS

WHEREAS, ACLLW operates a youth baseball league at Howard Park located at Church Street (Highway 124), Ione, California; and

WHEREAS, the City owns and operates Howard Park, as depicted on Exhibit "A" hereto; and

WHEREAS, ACLLW desires to use the Baseball field complex at Howard Park for games and practices from February to July of each year of this Agreement; and

WHEREAS, the City wishes to grant ACLLW permission to use the Park in exchange for (1) a small annual payment for reimbursement of the City's costs to operate and maintain the facilities; and (2) certain other improvements to the Park;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

AGREEMENT

PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Edwin Pattison, City Manager City of Ione #1 Main Street Ione, CA 95640 Tel: (209) 274-2412, Ext. 111	Amador County Little League West: Mike Finch, President P.O. Box 1418 Ione, CA (209) 256-6333
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1. Term:

- A.** This AGREEMENT will be valid from July 1st 2014 through June 30th 2034. In June 2024, however, this AGREEMENT will be opened to review an appropriate fee as outlined in paragraph 2B.i. of this agreement.
- B.** If either party fails to perform any of its obligations under this AGREEMENT when due and called for, the party shall be in default if it fails to cure such default within thirty (30) days after written notice from the non-defaulting party of such default; provided, however, that if the nature of a non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party. If ACLLW remains in default after the 30-day cure period this AGREEMENT may be terminated at the City's option.

2. Mutual Covenants:

A. The City will:

- i.** Reserve the baseball fields for ACLLW on a full-time basis from February 1st to July 31st each year of this Agreement. The City of Lone Parks & Recreation Department ("P&R Department") will coordinate through ACLLW with all other groups wishing to use the fields. In any event other groups that wish to use the field must first contact the Lone P&R Department to ensure that there are no ACLLW baseball functions scheduled during the period the other group wishes to use the field. ACLLW will work with all groups wishing to use the field so that mutually agreeable times can be scheduled for use by other groups when ACLLW baseball is not using the fields.
- ii.** Allow ACLLW to sell banners to hang around the outfield fences of the baseball fields in order to fund-raise for the league. Signs shall comply with the City's sign ordinance. Advertising shall be limited to commercial advertising involving offering of goods or services for sale, consistent with both Constitutional and local law requirements.
- iii.** Allow ACLLW to have the right to operate the snack bar and concessions, and keep the profits for the same in order to defer its costs.
- iv.** Provide janitorial and restroom materials, building keys, trash bags and trash cans.

- v. The P&R Department [or its designee] will provide reasonable care and maintenance of all facilities at the Howard Park baseball complex, to include the following: (1) mowing, weed eating, fertilizing, and aerating grass areas; (2) provide sprinkler maintenance; (3) provide janitorial and restroom materials, building keys, trash bags and trash cans; and major repair(s) to facilities associated with the Howard Park baseball complex.
- vi. City staff will monitor the park and baseball fields to ensure that all commitments are being adhered to.
- vii. The city will maintain the baseball complex throughout the year to ensure that the fields are in a playable condition year round (weather permitting). This would include watering, mowing, weed control and prevention, sprinkler repair and fertilization of the grass areas. Maintain the snack bar and restrooms.

B. ACLLW will:

- i. Pay the City of Ione a participation fee of \$2,000.00 per year for the term of the contract, or as amended at the tenth year anniversary of this agreement, to help the city offset operations and maintenance costs associated with the baseball facility. This will be paid by the 30th of February each year of the term of the contract. Prior to the anniversary of the tenth year of this agreement, both parties shall negotiate in good faith an appropriate fee in a continuing effort to help the city offset rising operations and maintenance cost associated with the baseball facility.
- ii. Will invest in the development of the Howard Park baseball complex through donations, grants and fund raising efforts and help the city to make capitol improvements to the baseball complex as grants, donations and fundraising allow.
- iii. Provide maintenance at the Howard Park baseball complex during the term of use each year. This would include but not limited to edging, weeding, low limb pruning, trash pickup and reporting of additional Howard Park maintenance issues to The City maintenance manager.
- iv. Provide and maintain the necessary equipment for the baseball complex at Howard Park for the use of ACLLW. This would include hoses for watering, field rakes, draggers for infield dirt mounds, pitching rubbers, field chalking.
- v. Maintain the baseball complex at Howard Park in a playable and clean and trash free manner.

- vi. Ensure the restrooms are cleaned, stocked, with City provided toilet paper, paper towels and soap and maintained as needed along with garbage dumped when needed during the designated season.
- vii. Maintain insurance, naming the City of Ione as an additional insured, and will maintain additional property insurance covering items kept at the fields.
- viii. Assist P&R Department staff to conserve both water and electrical power associated with the facilities.

3. Exclusivity:

This is a non-exclusive contract for ACLLW to use the four Howard Park baseball/softball fields. However, ACLLW shall maintain first right of refusal for the purpose of holding Little League baseball practice/games from February 1st through July 31st each year for duration of this AGREEMENT. ACLLW shall provide CITY a schedule of league games by April 1st of each year to secure specific dates and times.

A second schedule for tournaments, make up games, play offs, etc., will be submitted to CITY by May 30th. Any other use of the fields will be coordinated through City and ACLLW to avoid scheduling conflicts in the event of tournaments, playoffs, All-Star games, use by other leagues, etc. The CITY reserves the use of all four fields for homecoming weekend (Saturday-Sunday).

4. Insurance:

ACLLW shall procure and maintain, for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with ACLLW's use and performance under this AGREEMENT. The coverage shall be in such amounts and in such form as is approved by the Ione City Manager and its insurance authority. The insurance policies are to contain, or be endorsed, to contain the following:

- a. The City, its officers, officials, and employees are to be covered as additional insured.
- b. For any claim related to this AGREEMENT, ACLLW's insurance shall be the primary insurance as it relates to claims made against the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of ACLLW's insurance and shall not contribute to it.

- c. ACLLW's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, reduced in coverage or in limits except after thirty [30] days prior to written notice by certified mail, return receipt requested, has been given to City.
- e. ACLLW shall furnish City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City within [30] days from execution of this AGREEMENT.

6. Indemnity:

ACLLW shall indemnify and hold City and its officers, employees, officials, employees, agents, and volunteers harmless from and against all claims, damages, losses and expenses, including attorneys' fees and costs arising out the use or other activities described in this AGREEMENT by ACLLW, caused in whole or in part by any negligent act or omission of ACLLW, its agents, employees and volunteers or anyone directly or indirectly associated with ACLLW or anyone whose acts for which ACLLW may be liable, except where such liability is caused by the active negligence, sole negligence or willful misconduct of City, its officers, officials or employees.

7. Assignment:

ACLLW agrees that it will not assign this AGREEMENT or any interest herein without first obtaining the prior written consent of City. Any assignment without the City's consent shall be voidable, and, at City's election, shall constitute a default.

8. Dispute Resolution:

If, during the performance of this AGREEMENT, a dispute arises between ACLLW and City that cannot be settled by discussions, ACLLW shall submit a written statement within ten [10] days of the incident giving rise to the dispute to the City. A decision by the City Administrator shall be made to the ACLLW within seven [7] days, in writing. ACLLW reserves the right to appeal City Administrator's decision to the City Council. City Council's decision shall be binding and final. ACLLW and City shall continue to perform AGREEMENT requirements without interruption during the dispute period.

9. Termination:

City has the right to terminate this AGREEMENT by order of the City Council for non-performance, by giving notice in writing at least forty-five [45] days prior to termination. Such termination shall relieve the City of any payments, obligations, and/or performance required by the terms of this AGREEMENT.

It is further agreed between the parties that City is not obligated to pay ACLLW any moneys upon the successful completion of the terms of this AGREEMENT.

10. Alterations and Time of the Essence:

- a. ACLLW shall make no alterations, additions or improvements to the baseball/softball fields without the City's prior written approval.
- b. Time is of the essence to this AGREEMENT.
- c. The primary contact person on behalf of the City is the City Administrator; the primary contact person on behalf of the Contractor is the ACLLW president or designee.
- d. No alterations or variations of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

11. General Terms and Conditions.

The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions that ACLLW may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

11.1. Choice of Law, Forum Selection, Entire Agreement, and Amendment.

This Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, ACLLW specifically consents to jurisdiction in Amador County. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral.

11.2 Use of City Name or Logo.

ACLLW agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without the written permission of the City in each instance.

11.3. Terms of Payment.

Subject to the conditions below, payment shall be made by ACLLW within 30 days upon City's presentation of an invoice for services rendered pursuant to this Agreement.

11.4. Termination.

The City may terminate this Agreement in whole or in part for Cause upon thirty (30) days written notice if ACLLW fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Late delivery of services, or services that are defective or do not conform to the Agreement shall, without limitation, be causes allowing the City to terminate for cause.

11.5. Independent ACLLW.

ACLLW SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT ACLLW AND NOT AS AN EMPLOYEE OF THE CITY. NEITHER ACLLW NOR ANY AGENT OR EMPLOYEE OF ACLLW SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE CITY. ACLLW SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. ACLLW ACKNOWLEDGES THAT ACLLW AND ITS EMPLOYEES ARE NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. ACLLW SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE CITY TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. ACLLW SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF ACLLW, ITS EMPLOYEES, AND AGENTS.

11.6. Non-Waiver.

No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

11.7. Limitation on City Liability.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. THE CITY'S MAXIMUM OBLIGATION UNDER THIS AGREEMENT SHALL NOT EXCEED \$7,500.

11.8. Affirmative Action, Equal Employment Opportunity, and Targeted Group Business.

The City is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. ACLLW must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ACLLW will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By accepting this Agreement, ACLLW certifies that it complies with all applicable federal and state laws as well as City policies related to non-discrimination, equal employment opportunity, and affirmative action.

11.9. Severability.

If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11.10. Survivability.


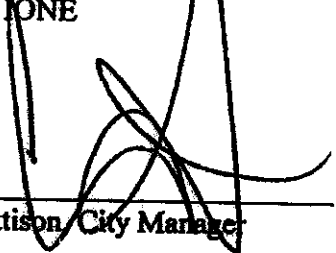
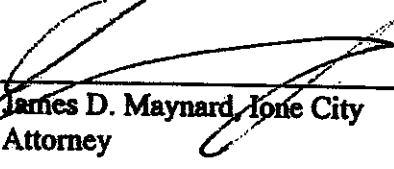
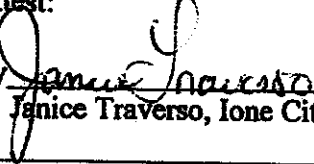
The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance

thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

11.11. Counterparts

This Agreement may be signed in counterparts and facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and ACLLW has caused this Agreement to be executed by its authorized agent.

AMADOR COUNTY LITTLE LEAGUE WEST By  Michael Finch, President, ACLLW	CITY OF IONE By  Ed Pattison, City Manager
	APPROVED AS TO FORM: By  James D. Maynard, Ione City Attorney
	Attest: By  Janice Traverso, Ione City Clerk

CITY OF IONE
AGREEMENT WITH
MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK

This License Agreement ("Agreement") for the use of the Howard Park soccer fields, adjacent parking areas, and maintenance/snack booth ("Complex") is entered into this November 3, 2015 by and between the City of Ione, a California municipal corporation ("City"), through its Parks & Recreation Department ("P&R"), and MOTHER LODE YOUTH SOCCER LEAGUE, a California nonprofit corporation ("MLYSL").

RECITALS

WHEREAS, MLYSL operates a youth soccer league at Howard Park located at Church Street (Highway 124), Ione, California.

WHEREAS, the City owns and operates Howard Park, as depicted on Exhibit "A" attached hereto.

WHEREAS, MLYSL desires to use the Soccer field complex at Howard Park for games, practices, and maintenance for the entirety of each year of this Agreement.

WHEREAS, the City wishes to grant MLYSL permission to use Howard Park in exchange for: (1) a small annual payment for reimbursement of the City's costs to operate and maintain the facilities; and (2) certain other improvements to Howard Park.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and such other and further consideration as is hereby acknowledged, the parties agree as follows:

AGREEMENT

PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative:	Mother Lode Youth Soccer League:
City Manager City of Ione #1 Main Street Ione, California 95640 209-274-2412, Ext. 111	Yvonne Speer President MLYSL

**CITY OF IONE AGREEMENT WITH MOTHER LODGE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

1. Terms

- 1.1. This Agreement will be valid from July 1, 2015 through June 30, 2035.
- 1.2. In June 2024, the City will re-assess and set a new Participation Fee amount to be paid by MLYSL through 2035 based on the City's actual and projected operations and maintenance costs associated with the Complex.
- 1.3. In the event that enrollment with MLYSL increases or decreases by 50% or more, the City shall re-assess and set a new Participation Fee reflecting the change in the City's operations and maintenance costs associated with the Complex.
- 1.4. In the event either party defaults under this Agreement, the non-defaulting party shall give the defaulting party written notice. If the defaulting party fails to cure the default within 30 days after being provided written notice of the default, the non-defaulting party may terminate this Agreement. However, if the default is non-monetary, and is the result of a force majeure occurrence, or is otherwise of a nature that it cannot be fully cured within the 30 day period, the defaulting party shall have such additional time as is reasonably necessary to cure the default so long as the defaulting party is proceeding diligently to cure the default.

2. Mutual Covenants

2.1. The City will:

- 2.1.1. Reserve the Complex on a full-time basis subject to MLYSL's right of first refusal. The P&R will coordinate through MLYSL with all other groups wishing to use the fields. In any event, other groups that wish to use the field must first contact the P&R to ensure that there are no MLYSL functions or maintenance scheduled for the fields during the period the other group wishes to use the field. MLYSL will work with all groups wishing to use the Complex so that mutually agreeable times can be scheduled for use by other groups when MLYSL is not using the Complex.
- 2.1.2. Allow MLYSL to sell banners to hang around the fences of the Complex in order to fund-raise for the league. Signs shall comply with the City's sign ordinance. Advertising shall be limited to commercial advertising involving the offering of goods or services for sale, consistent with both Constitutional and local law requirements.
- 2.1.3. Allow MLYSL to have the right to operate the snack bar and concessions, and keep the profits for the same in order to defer its costs. Any vendors brought in to sell are required to have a City business license.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

- 2.1.4. Provide janitorial and restroom materials, building keys, trash bags, and trash cans.
- 2.1.5. The City shall be responsible for the cost of daily maintenance of the fields and facilities, including mowing and irrigating, electricity, solid waste, heating and air conditioning, water, and telephone service (if applicable) for the Complex.
- 2.1.6. The City and MLYSL agree to equally share the costs of occasional necessary field maintenance, such as aerating, re-seeding, fertilizing, etcetera, based on the recommendations of the professional field maintenance company selected by both the City and MLYSL.
- 2.1.7. City staff will monitor the Complex to ensure that all commitments are being adhered to. The City will maintain the Complex throughout the year to ensure the fields are in a playable condition year round (weather permitting). This includes watering, mowing, weed control and prevention, sprinkler repair, fertilization of the grass areas, rodent control, and maintenance of the snack bar, restrooms, and storage shed.
- 2.1.8. Provide an adequate water source to irrigate the fields at the Complex throughout the year in compliance with all local, County, or State ordered drought restrictions.
- 2.2. MLYSL will:
 - 2.2.1. Pay the City of Ione a participation fee of \$4,000.00 per year for the term of this Agreement—subject to re-assessment by the City in June 2024 or whenever the enrollment in MLYSL increases or decreases by 50% or more, as set forth above—in order to help the City offset operations and maintenance costs associated with the Complex ("Participation Fee"). The Participation Fee will be paid by February 28 each year.
 - 2.2.2. Invest in the development of the Complex through donations, grants, and fund raising efforts and help the City make capital improvements to the Complex.
 - 2.2.3. Provide maintenance at the Complex during the term of use each year. This includes, but is not limited to, trash pickup and reporting of additional maintenance issues to the City maintenance manager.
 - 2.2.4. Maintain the fields in a playable, clean, and trash-free manner.
 - 2.2.5. Ensure the restrooms are cleaned, maintained, and stocked with City provided toilet paper, paper towels, and soap as needed, along with garbage dumped when needed during the designated season.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

2.2.6. Maintain insurance, naming the City as an additional insured, and maintain additional property insurance covering items kept at the fields.

2.2.7. Assist the City to conserve both water and electrical power associated with the facilities.

2.2.7.1. Endeavor to improve the playing fields at the Complex. MLYSL has displayed an intent and goal to dramatically improve the field condition of the complex. MLYSL intends to remodel a portion of the field at the Complex every year for the first 10 years of this Agreement, or until the entire field area of the Complex is renovated, whichever is earlier. MLYSL's commitment to renovate the fields is subject to the annual budgetary constraints of MLYSL, but the intent and goals of field renovation are significant.

3. Exclusivity

3.1. This is a non-exclusive contract for MLYSL to use the soccer Complex. However, MLYSL shall have the first right of refusal to use the Complex. When evaluating an applicant's request to use the fields at the Complex, the City and MLYSL shall consider and scrutinize the proposed applicant's degree of adverse impact on the field. The CITY reserves the use of all four fields for Homecoming weekend (Saturday-Sunday).

4. Insurance

4.1. MLYSL shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, MLYSL's use and performance under this Agreement. The coverage shall be in such amounts and in such form as is approved by the Ione City Manager and its insurance authority. The insurance policies are to contain, or be endorsed, to contain the following:

4.1.1. The City, its officers, officials, and employees are to be covered as additional insureds.

4.1.2. For any claim related to this Agreement, MLYSL's insurance shall be the primary insurance as it relates to claims made against the City and its officers, officials, and employees. Any insurance or self-insurance maintained by the City or its officers, officials, or employees shall be in excess of MLYSL's insurance and shall not contribute to it.

4.1.3. MLYSL's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**CITY OF IONE AGREEMENT WITH MOTHER LODGE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

- 4.1.4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice has been served by certified mail, return receipt requested, to the City.
- 4.1.5. MLYSL shall furnish the City with original endorsements effecting the coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City within 30 days from execution of this Agreement.

5. Indemnity

- 5.1. MLYSL shall indemnify and hold the City and its officers, employees, officials, agents, and volunteers harmless from and against all claims, damages, losses, and expenses, including attorneys' fees and costs arising out of MLYSL's use of the Complex or any other activity described in this Agreement, whether caused in whole or in part by any negligent act or omission of MLYSL or its agents, employees, or volunteers, or anyone directly or indirectly associated with MLYSL, or anyone else whose acts for which MLYSL may be liable, except where such liability is caused by the active negligence, sole negligence, or willful misconduct of the City or its officers, officials, or employees.

6. Assignment

- 6.1. MLYSL agrees that it will not assign this Agreement, or any interest herein, without first obtaining the prior written consent of the City. Any assignment without the City's consent shall be voidable and, at the City's election, shall constitute a default.

7. Dispute Resolution

- 7.1. If, during the performance of this Agreement, a dispute arises between the parties that cannot be settled by the parties, MLYSL shall submit a written statement within 10 days of the incident giving rise to the dispute to the City. A written decision by the City Manager shall be made to MLYSL within 7 days. MLYSL reserves the right to appeal the City Manager's decision to the City Council. MLYSL and the City also maintain the right to address a material breach of this Agreement with the Amador County Superior Court. MLYSL and the City shall continue to perform in accordance with the Agreement requirements without interruption during the dispute period.

8. Termination

- 8.1. Notwithstanding any other provision contained herein, in the event that either party does not receive sufficient funds to perform their obligations hereunder, that party may terminate this Agreement with 60 days written notice of termination provided

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

to the other party. Except in the case of a breach, permanent termination of MLYSL's right to use the Complex shall require at least three years advance to MLYSL to allow sufficient time for MLYSL to locate suitable replacement facilities.

9. Miscellaneous

- 9.1. MLYSL shall make no alterations, additions, or improvements to the Complex without the City's prior written approval.
- 9.2. Time is of the essence to this Agreement.
- 9.3. The primary contact person on behalf of the City is the City Manager. The primary contact person on behalf of the MLYSL is its president or designee.
- 9.4. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. General Terms and Conditions

- 10.1. The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions that MLYSL may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

10.1.1. *Choice of Law, Forum Selection, Entire Agreement, and Amendment.*

This Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, MLYSL specifically consents to jurisdiction in Amador County. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral.

- 10.1.2. *Use of City Name or Logo.*** MLYSL agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the City, or the name of any representative of the City, in any sales, promotion, work, or advertising, or any other form of publicity, without the written permission of the City in each instance.

- 10.1.3. *Terms of Payment.*** Subject to the conditions below, payment shall be made by MLYSL within 30 days upon the City's presentation of an invoice for services rendered pursuant to this Agreement.

**CITY OF IONE AGREEMENT WITH MOTHER LODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

- 10.1.4. *Independent Contractor.* MLYSL SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE CITY. NEITHER MLYSL NOR ANY AGENT OR EMPLOYEE OF MLYSL SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE CITY. MLYSL SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. MLYSL ACKNOWLEDGES THAT MLYSL AND ITS EMPLOYEES ARE NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. MLYSL SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE CITY TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. MLYSL SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF MLYSL, ITS EMPLOYEES, AND AGENTS.
- 10.1.5. *Non-Waiver.* No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.
- 10.1.6. *Affirmative Action, Equal Employment Opportunity, and Targeted Group Business.* The City is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation, and the City is committed to transacting business only with firms who follow these practices. MLYSL must apply every good faith effort to ensure implementation of this policy in their practices of employment, promotion, demotion, layoff, termination, transfer, recruitment, recruitment advertising, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MLYSL will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By accepting this Agreement, MLYSL certifies that it complies with all applicable federal and State laws, as well as City policies related to non-discrimination, equal employment opportunity, and affirmative action.
- 10.1.7. *Severability.* If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**CITY OF IONE AGREEMENT WITH MOTHERLODE YOUTH SOCCER LEAGUE
FOR USE OF SOCCER FACILITIES AT HOWARD PARK**

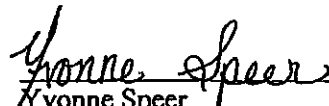
10.1.8. *Survivability.* The terms, provisions, representations, and warranties contained in this Agreement that, by their sense and context are intended to survive the performance thereof by any of the parties hereunder, shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

10.1.9. *Counterparts.* This Agreement may be signed in counterparts, and facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and MLYSL has caused this Agreement to be executed by its authorized agent.

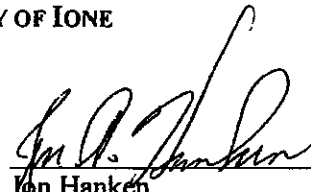
MOTHERLODE YOUTH SOCCER LEAGUE

By:


Yvonne Speer
President

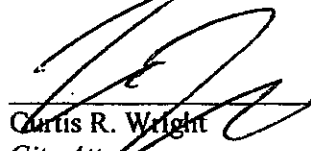
CITY OF IONE

By:


Jon Hanken
City Manager

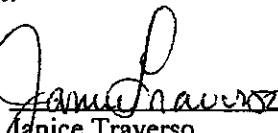
Approved as to Form:

By:


Curtis R. Wright
City Attorney

Attest:

By:


Janice Traverso
City Clerk



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL HEALTH DEPARTMENT

PHONE: (209) 223-6439
FAX: (209) 223-6228
WEBSITE: www.amadorgov.org
EMAIL: ACEH@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

COVID-19

GUIDELINES FOR DISTANCING AND SANITATION AT PUBLIC SWIMMING POOLS

Public swimming pools, wading pools and splash pads may reopen provided they are operated pursuant to the following guidance in addition to existing State Codes and Regulations governing the operation of public pools. Saunas, steam rooms, and spa pools are not approved to reopen at this time due to the impracticality of maintaining six-foot distance between patrons. Public pool operators shall implement applicable measures listed below and employees, volunteers and all other responsible parties shall be trained on this protocol and provided a copy for future reference.

Supervision:

Swimming pools shall only be allowed to open if there is a responsible adult on hand at all times that the pool is in use to monitor handwashing, use of cloth face coverings, or social distancing, and to track attendance. Lifeguards who are actively lifeguarding should not also be expected to perform this role; assign this monitoring responsibility to another staff member. For pools without staff on hand, a sign in sheet should be maintained with a reminder that an adult must be present to monitor those within their household group.

A record of all pool patrons, indicating the date and time of arrival and departure, shall be retained for at least 30 days and, upon request, be made available to representatives of the Amador County Environmental Health or Public Health Departments. The purpose of this record is to help trace possible contacts in the event an employee, volunteer or patron is diagnosed with COVID-19.

Signage:

In addition to existing signage requirements, signs must be posted at each public entrance of the pool facility to inform employees and customers that they must not enter the facility or the pool if they are sick or have recently been exposed to someone with COVID-19, that social distancing must be maintained to the extent possible, recommend wearing cloth face masks where feasible (do not wear while in the water), practice good hand hygiene and to stay out of the sauna/spa/hot tub (if present).

Health Protection Measures:

All employees and volunteers shall be instructed not to come to work if sick. Monitor for symptoms consistent with COVID-19 at the beginning of each shift (such as fever/chills, new/worse cough, new loss of taste or smell, muscle aches, sore throat, headache, nausea/vomiting, diarrhea). Sick employees with symptoms associated with COVID-19 should stay home for at least 10 days after onset of symptoms and for

Amador County Public Health

10877 Conductor Blvd., Suite 400
Sutter Creek, California 95685
Phone (209) 223-6407
Fax (209) 223-1562



72 hours after cessation of fever without the use of fever-reducing medication, or until released to return to work by a medical provider.

If possible, ensure that soap, warm water, and single use paper towels are well stocked and available to everyone at the pool. Where this is not feasible, provide hand sanitizer containing at least 60% alcohol for use by all.

Clean and disinfect frequently touched surfaces at least daily and shared objects each time they are used. For example:

- Handrails, slides, and structures for climbing or playing
- Lounge chairs, tabletops, pool noodles, and kickboards
- Door handles and surfaces of restrooms, handwashing stations, diaper-changing stations, and showers

Consult with the company or engineer that designed the aquatic venue to decide which List N disinfectants approved by the U.S. Environmental Protection Agency (EPA) are best for your aquatic venue.

Discourage people from sharing items, particularly those that are difficult to clean and disinfect or those that are meant to come in contact with the face (e.g., goggles, nose clips, and snorkels). Ensure that the facility has adequate equipment for patrons, such as kick boards, pool noodles, and other flotation devices, to minimize sharing wherever possible. Limit the use of the equipment to one patron at a time and clean and disinfect the items after each use.

Label containers for used equipment that has not yet been cleaned and disinfected and containers for cleaned and disinfected equipment. Launder towels and clothing according to the manufacturer's instructions. Use the warmest appropriate water temperature and dry items completely. Protect shared furniture, equipment, towels, and clothing that has been cleaned and disinfected from becoming contaminated before use. Ensure safe and correct use and storage of disinfectants, including storing products securely away from children.

Measures to Encourage Social Distancing:

Observe six foot spacing as much as practicable. Use of cloth face coverings is highly recommended when six foot distancing is not feasible. Consider implementing reservations for pool use or implementing other mechanisms to support physical distancing. Limit the number of bathers in the pool facility at any one time to one-half the normally posted capacity to allow for patrons maintain at least six-foot distance from one another at all practicable times. Post this new capacity over the existing capacity sign as a guide for patrons. A responsible adult shall be in a position with clear view of the enclosed pool area at all times while the pool is in use in order to monitor that the maximum number of bathers is not exceeded and that social distancing is maintained.

Place tape or other markings at least 6 feet apart in bather line areas or any other area in the pool where bathers congregate. Change the deck layout and other areas surrounding the pool to ensure that the standing and seating areas can support physical distancing requirements. This could include removing lounge chairs or taping off areas to discourage use.

Keep spas closed until the Executive Order has been fully lifted. If the pool and spa share the same enclosure, clearly indicate that the spa is closed (caution tape, cones, signs, etc). If the spa remains filled, maintain the water quality as though it were in use so as not to create nuisance conditions.

If locker rooms and/or congregate shower rooms exist, they must be managed so as to maximize the ability to maintain six-foot spacing via the use of floor markings, limiting the number of patrons who may access the area at any given time or by other methods that accomplish the same practical effect. These areas, if used, must be cleaned and sanitized at least once every two hours. As an alternative, these areas can be closed to the public.

SWIMMING GUIDELINES FOR POOL USERS

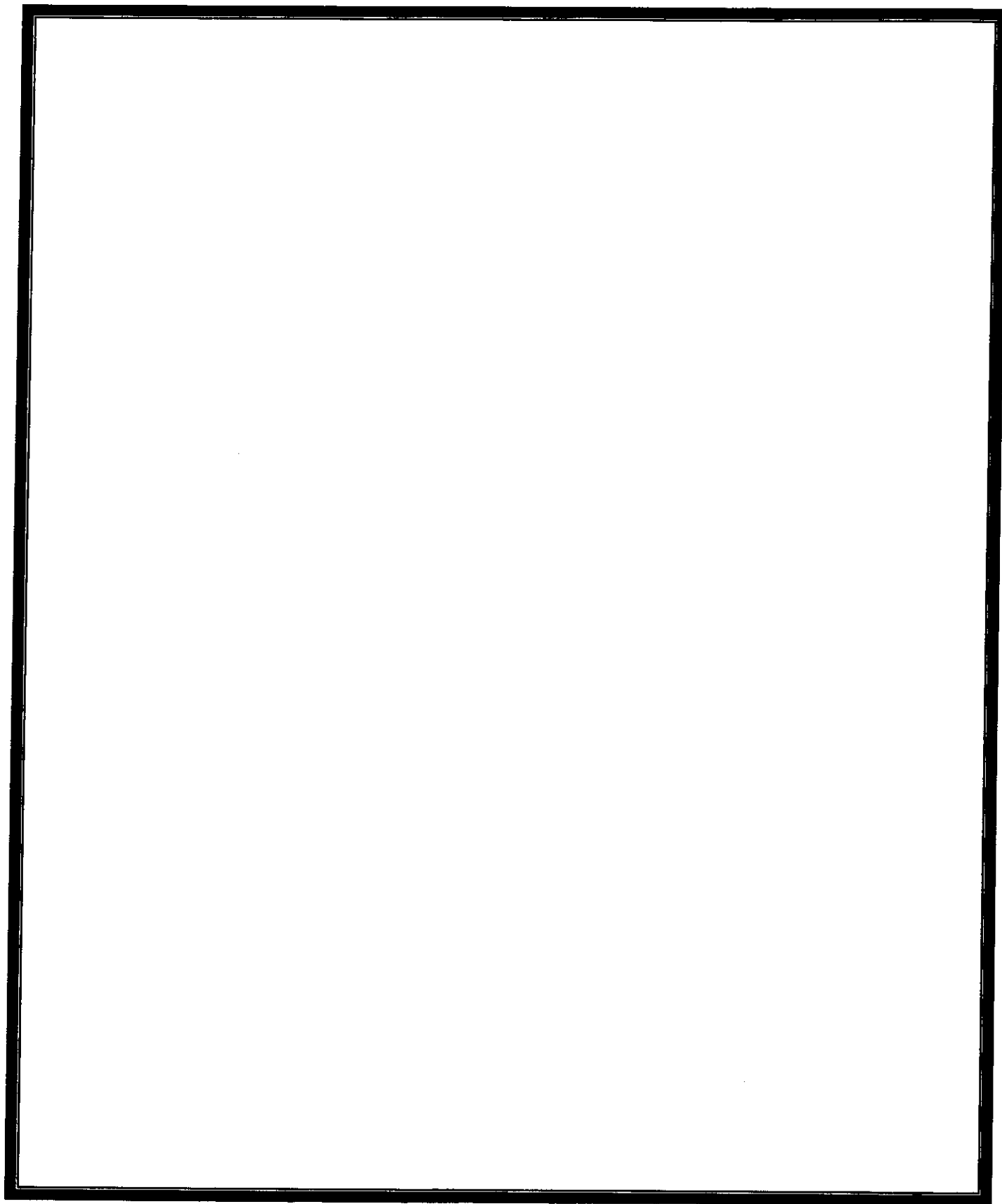
PROTECT YOURSELF & OTHERS FROM COVID-19

DO:

- Check in before entering the pool
- Stay at least 6 feet away from others to maintain social distancing
- Keep your hands clean by washing hands with soap and water, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing

DON'T:

- Visit the pool or other public areas if you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19
- Visit the pool if you are experiencing nausea, vomiting, or diarrhea
- Visit the spa or hot tub
- Gather in large groups





AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL HEALTH DEPARTMENT

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

PHONE: (209) 223-6439
FAX: (209) 223-6228
WEBSITE: www.amadorgov.org
EMAIL: ACEH@amadorgov.org

PUBLIC POOLS COVID-19 ATTENDANCE RECORD

A separate copy of this checklist should be maintained for each day a public pool is open during the COVID-19 declared emergency. One checklist may be kept for multiple pools within the same enclosure. For pools that are not staffed, a responsible adult must be present to supervise their household group and shall fill out the information on this attendance record. The record shall be maintained for at least 30 days for possible review by personnel from the Amador County Environmental Health or Public Health Departments.

Facility

Name: _____

Date: _____ Reduced Capacity Number (50% of normally posted capacity): _____

ATTENDANCE RECORD

Name	Phone Number or Email	Time in	Time out

Amador County Public Health

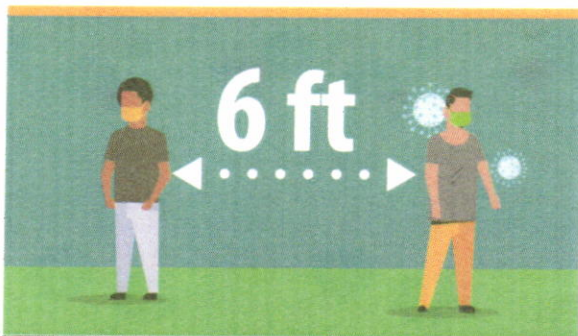
10877 Conductor Blvd., Suite 400
Sutter Creek, California 95685
Phone (209) 223-6407
Fax (209) 223-1562



[illegible]

Stop the Spread of Germs

Help prevent the spread of respiratory diseases like COVID-19.



Stay at least 6 feet
(about 2 arms' length)
from other people.



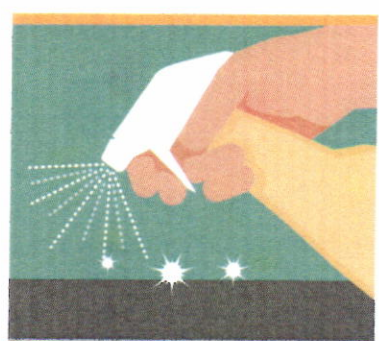
Cover your cough or sneeze with a
tissue, then throw the tissue in the
trash and wash your hands.



When in public, wear a
cloth face covering over
your nose and mouth.



Do not touch your
eyes, nose, and mouth.



Clean and disinfect
frequently touched
objects and surfaces.



Stay home when you are sick,
except to get medical care.



Wash your hands often with soap
and water for at least 20 seconds.



cdc.gov/coronavirus

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