

## **SECOND AMENDMENT TO WATER SALE AGREEMENT**

### **AB BROWN SPORTS COMPLEX**

#### **AMERICAN YOUTH SOCCER ORGANIZATION– REGION 47**

THIS SECOND AMENDMENT TO WATER SALE AGREEMENT (“Second Amendment”) is made and entered into this 11th day of July, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and AMERICAN YOUTH SOCCER ORGANIZATION– REGION 47, a California non-profit corporation (“AYSO”), with respect to the following facts:

#### **RECITALS**

WHEREAS, on or about May 26, 2015, City and AYSO entered into a Water Sale Agreement (“Agreement”); and

WHEREAS, on or about June 14, 2016, City and AYSO entered into a First Amendment to Water Sale Agreement (“First Amendment”) extending the term by two years; and

WHEREAS, Agreement will expire on June 30, 2018; and

WHEREAS, City and AYSO desire to extend the term of the Agreement by one year, to June 30, 2019, with an option for two one-year extensions.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and AYSO agree as follows:

1. The term of the Agreement is hereby extended by one year, until June 30, 2019. AYSO shall have an option to extend this Agreement for two (2) additional one-year periods. AYSO may exercise such options by (i) sending a written request to the City at least one hundred twenty (120) days prior to the expiration of the then-current term of the Agreement; (ii) providing an accounting of all other use of the property by non-AYSO entities during the preceding year of the Agreement; and (iii) providing an accounting of all funds collected by AYSO from non-AYSO entities for use of the property during the preceding year of the Agreement.

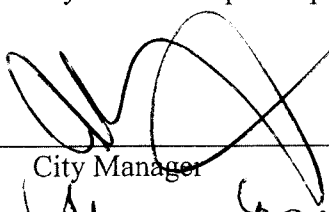
2. Section 9, “Termination,” is amended by adding the following to the end of that section:

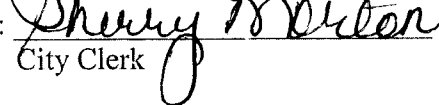
“The City may unilaterally terminate this Agreement during either of the optional one-year extension terms of the Agreement by providing one hundred and eighty (180) days written notice to Lessee prior to expiration of either of the extended terms of the Agreement.”

3. All terms and conditions of the Agreement not inconsistent with this Second Amendment shall remain in full force and effect, and are incorporated herein by this reference as if set forth in full.

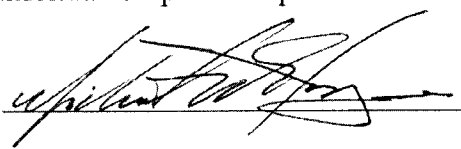
IN WITNESS WHEREOF, City and AYSO have caused this Second Amendment to Water Sale Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By:   
City Manager

Attest:   
City Clerk

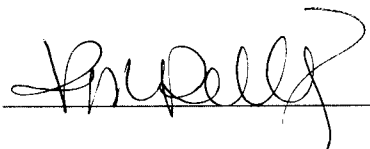
AMERICAN YOUTH SOCCER  
ORGANIZATION – REGION 47,  
a California non-profit corporation

By: 

MICHAEL W. HOYER NATIONAL EXECUTIVE  
[Name and Title] DIRECTOR

APPROVED AS TO FORM:

By:   
Assistant City Attorney

By: 

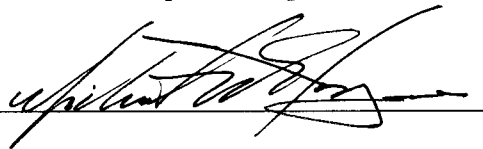
Terry Kelly Region 47  
[Name and Title] Commissioner

IN WITNESS WHEREOF, City and AYSO have caused this Second Amendment to Water Sale Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

AMERICAN YOUTH SOCCER  
ORGANIZATION – REGION 47,  
a California non-profit corporation

By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

MICHAEL W. HOYER NATIONAL EXECUTIVE  
[Name and Title] DIRECTOR

APPROVED AS TO FORM:

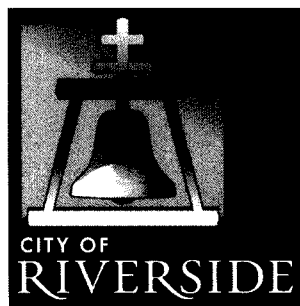
By: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
[Name and Title]

Draft

**COUNCILMEMBERS**



**CITY COUNCIL  
AND  
HOUSING AUTHORITY  
MINUTES**

TUESDAY, JULY 10, 2018, 1 P.M.  
ART PICK COUNCIL CHAMBER  
CITY HALL  
3900 MAIN STREET

*City of Arts & Innovation*

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	C O N D E R	M A C A R T H U R	P E R R Y	A D A M S
	1	2	3	4	5	6	7
<p>Hauptmann &amp; Associates, including making any minor, non-substantive changes.</p> <p>AMENDMENT TO LEASE AND WATER SALE AGREEMENTS - AMERICAN YOUTH SOCCER ORGANIZATION - REGION 47 - AB BROWN SPORTS COMPLEX - 3700 PLACENTIA</p> <p>The City Council (1) approved the Second Amendment to Lease Agreement with American Youth Soccer Organization - Region 47 in the annual revenue amount of \$12,000 for the use of AB Brown Complex located at 3700 Placentia Lane, through June 30, 2019 with two additional one-year extensions; (2) approved the Second Amendment to Water Sale Agreement AB Brown Sports Complex with American Youth Soccer Organization - Region 47 through June 30, 2019, with two additional one-year periods, for the continued delivery of non-potable water for irrigation to the fields at the cost of service estimated at \$28,000 annual revenue for water sales; (3) authorized the City Manager, or his designee, to execute the Second Amendment to Lease Agreement and the Second Amendment to Water Sales Agreement with American Youth Soccer Organization - Region 47, including making minor, non-substantive changes, to sign all documents and instruments necessary to complete the transaction, and to execute amendments for the optional extensions; and (4) directed staff to return to the City Council on an annual basis with a report on the accounting of all funds collected by AYSO from non-AYSO entities for use of the Property during the preceding year of the Lease.</p> <p>SURPLUS DECLARATION - CITY-OWNED PROPERTY - MIXED-USE HOTEL PROJECT - ORANGE/THIRD/FIFTH STREETS</p> <p>The City Council (1) declared as surplus approximately 4.6 acres of City-owned property comprised of a portion of Public Parking Lot 33, the Convention Center, and the former Utilities Plaza Building, identified as Assessor Parcel Numbers 213-113-001, 213-111-011 and 213-111-015 and a portion of Assessor Parcel Number 213-111-012 in accordance with the City's Administrative Manual for the Disposition and Sale of City-Owned Real Property; and (2) authorized the marketing and sale of these properties for the future development of</p>							

**DEPARTMENT HEAD APPROVAL FORM**  
**Contracts/Agreements**

DATE: May 24, 2018

PARTIES: City and American Youth Organization (AYSO) – Region 47

PROJECT DESCRIPTION: AB Brown Complex

SCOPE OF CONTRACT/SERVICE: 2<sup>nd</sup> Amendment to Lease and 2<sup>nd</sup> Amendment to Water Sale Agreement

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Community & Economic Development

DIVISION MANAGER'S APPROVAL: \_\_\_\_\_

BUDGET ACCOUNT (GL Key and Object): \_\_\_\_\_

FUNDING AMOUNT: \$ \_\_\_\_\_

CEDD FISCAL MANAGER VERIFICATION OF FUNDS: \_\_\_\_\_

DEPT. HEAD APPROVAL: \_\_\_\_\_

**PROCUREMENT:**

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

- ( ) Formal Procurement (Bid #, RFP #, panel, etc.): \_\_\_\_\_
- ( ) Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): \_\_\_\_\_
- ( ) Emergency Procurement (date, event, etc.): \_\_\_\_\_
- ( ) Requisition Number: \_\_\_\_\_
- ( ) Date Approved by City Council/Board: \_\_\_\_\_

Purchasing Division Validation: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/28/2017

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Willis Insurance Services of Georgia, Inc. Concourse Corporate Center Five 18th Floor Atlanta, GA 30328  www.ayso.org	<b>CONTACT NAME:</b> Holly Veach	<b>PHONE (A/C, No, Ext):</b> (800)872-2976 E 7961	<b>FAX (A/C, No):</b> 310-525-1155
	<b>E-MAIL ADDRESS:</b> ecerts@ayso.org		
<b>INSURED</b> American Youth Soccer Organization AYSO Region 0047 19750 S. Vermont Avenue, Suite 200 Torrance CA 90250	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Everest National Insurance Company		10120
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 37459630**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant & Legal Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Region (25M Pol Agg)	<input checked="" type="checkbox"/>	SI8ML00321-171	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5000* PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		SI8EX00267-171	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse & Molestation		SI8ML00321-171	7/1/2017	7/1/2018	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*Med Pay applies only to spectators at an AYSO Event.  
Certificate Holder is an Additional Insured as respects AYSO sanctioned events only and where endorsement is attached and required by contract.  
General Aggregate Limit Applies on a per Region basis.  
This insurance is primary and non-contributory from any other insurance if required by contract or written agreement.

**CERTIFICATE HOLDER**

RGN 0047

City of Riverside  
3900 Main Street  
Riverside CA 92522**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

Britt Pyle

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ACORD 25 (2016/03)

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