



City of Manhattan Beach

Parks & Recreation

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February 22, 2013

Karen E. Eshoo
Head of School
Vistamar School
737 Hawaii Street
El Segundo, CA 90245

Dear Mrs. Eshoo,

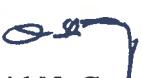
Thank you for your interest in participating in the AYSO MOU dated November 7, 2012 with the City of Manhattan Beach. The City looks forward to working with Vistamar School as part of this project.

The City agrees to the following conditions for Vistamar's participation in the MOU as a User Donor in return for their donation of \$100K:

1. Vistamar will deliver to the City of Manhattan Beach the sum of \$100,000 for the Improvements no later than February 22, 2013.
2. The Vistamar donation is contingent upon AYSO and the City raising and/or providing funds sufficient to have the City approve the project and construct the Improvements. Should sufficient funds not be raised or provided by April 15, 2013, without further demand or action by Vistamar, the City will return the full \$100,000 to Vistamar and this Agreement will terminate.
3. If the Improvements are not completed by November 1, 2013, subject to force majeure, then the City will provide field usage of the Manhattan Village Synthetic Turf Field from November 1, 2013 until the project is completed or March 15, 2014 whichever occurs first, at no cost, which would begin the 10 year agreement. The conditions of use for the Manhattan Village field as a temporary replacement for Marine Avenue Park Field are the same as the Marine Avenue Park field as outlined in the MOU and section 4 below. This also applies to the use of any other field used for any type of temporary replacement. If the Improvements are not completed by March 15, 2014, subject to force majeure, then, without further demand or action by Vistamar, the City will return Vistamar's donation less \$10K for the use of the Manhattan Village Synthetic Turf Field and this Agreement will terminate.

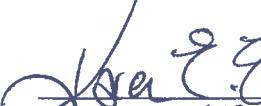
4. In consideration of Vistamar's contribution to the Improvements, Vistamar will have priority use of the Marine Avenue Park field, with no additional charges for field time or lights, as follows:
 - (a) From December 1st to March 1 of each year, Mondays through Fridays from 2:30 pm to 5:30 pm as outlined in the following bullets and in 4(b) for Friday usage. The period may be extended to mid-March should one of Vistamar's teams continue to compete in CIF playoff games. Field usage beyond March 16th (with the exception in 4(b) below) will be billed at the Manhattan Beach Resident rate, plus lights if used.
 - Starting the Monday before Thanksgiving to December 1st, to accommodate both the final few weeks of the AYSO Fall season and the start of Vistamar's Winter season AYSO will identify field space for Vistamar's use if it becomes available.
 - From December 1st to December 15th Vistamar and AYSO will work together to meet Vistamar's Weekday practice schedule as defined in 4 (a) and 4 (b), AYSO will work with Vistamar and identify unused weekday fields for Vistamar's practice. Vistamar agrees to utilize the fields identified by AYSO for their weekday practices even if different fields are identified for different weekdays. These fields include but are not limited to Marine Avenue Park, Village, Begg, and Center. This will occur until Vistamar is utilizing Marine Avenue Park every weekday or no later than December 15.
 - AYSO and Vistamar will work together to accommodate additional needs as required. (i.e. Vistamar needs to schedule back to back CIF matches or AYSO needs field time for a rescheduled All-star or Area Championship match team.)
 - (b) Every Friday from 2:30 pm to 5:00 pm from September 1 until December 15th and from March 1 until June 1.
 - (c) Special events as mutually agreed by the Parties. Any additional use will be billed at the current Manhattan Beach resident field rate, plus lights if used.
 - (d) Vistamar shall be permitted to display a "Vistamar Home Field" banner, or an equivalent banner, on the fence facing into the field whenever Vistamar is using the field and shall remove the banner whenever they are not using the field.
 - (e) Vistamar, or Friends of Vistamar, as Vistamar prefers, will be recognized as a substantial donor on any permanent marker or plaque established at or near the field in accordance with paragraph 2.10 of the MOU.

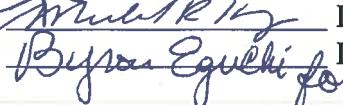
Sincerely,


David N. Carmany
City Manager

Concurrence:

Karen E. Eshoo, Vistamar School
Michael Hinz, AYSO Region 18
Ross Kay, AYSO Region 18


Karen E. Eshoo Date: 2-22-13

Michael Hinz Date: 2-22-13

Ross Kay Date: 2/22/13

cc: Richard Gill, Parks and Recreation Director
Ref: AYSO - City of Manhattan Beach MOU dated November 7, 2012