



City of Manhattan Beach

Parks & Recreation

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March 28, 2018

David Digilio
President
Sand and Surf
1601 N Sepulveda Blvd., #242
Manhattan Beach, CA 90266

Dear Mr. Digilio,

Thank you for your interest in participating in the Manhattan Village Field Re-Turf Project ("Project") with the City of Manhattan Beach ("City") to improve the Manhattan Village Field (the "Field") located at 1300 Parkview Avenue, Manhattan Beach, CA 90266. City looks forward to working with Sand and Surf as part of Project.

City agrees to the following conditions:

1. Sand & Surf will pay City \$180,721 (the "Donation") upon execution of this Agreement. The Donation shall be placed in a specific Project account and will only be used for construction of the Manhattan Village Field Re-Turf Project. City will not request additional funding from Sand & Surf should City incur cost overruns on Project. The Donation and other funds placed in the specific Project account will not be co-mingled with any other user group or City funds.
2. On or before April 1, 2018, City shall provide to Sand & Surf:
 - a. A hard copy of the plans and specifications for the Field; and
 - b. All additional City requirements for the final engineering plans for Project (for Sand & Surf's reference only).
3. Upon receipt of the Donation, City will begin the bid process for Project construction, in accordance with City's standard practice for soliciting bids for public projects.

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4. City will bear responsibility for its internal staff administrative costs of Project, and the Donation will not be used toward staff costs. City will provide quarterly reports to Sand & Surf on how the Donation is used during the specific construction of Project.
5. Upon completion of the improvements, City shall maintain the Field pursuant to City's regular policies and standards. The Field shall be striped for soccer and lacrosse use and display City logo. City will review the proposed striping with Sand & Surf prior to construction of Project to ensure that it complies with Sand & Surf requirements. Sand & Surf shall have no maintenance obligations.
6. City shall grant Sand & Surf dedicated and exclusive use of the Field, at a rate of \$50/hour (with no additional fees or charges) for the term of this Letter Agreement, August 27, 2018 to August 26, 2028 pursuant to City's standard field use permit (including, but not limited to indemnification and insurance requirements) annually, for 47 weeks, beginning the last Monday in August. "Dedicated and exclusive use" means that Sand & Surf will have exclusive, first priority to the Field on the dates and times as outlined in this Section and that City or third parties may only use the Field on those dates and times if Sand & Surf declines. Sand & Surf can modify the dates and times of its dedicated and exclusive use of the Field, but only if City provides prior written authorization of such modifications.
 - a. **Fall Season – 16 weeks, beginning the last Monday in August for a total of 9.5 hours per week on:**
 - Tuesdays from 3:30-8:00pm
 - Saturdays from 6:00-8:00pm
 - Sundays from 8:00am-11:00am
 - b. **Winter Season – 9 weeks, beginning the third Monday in December for a total of 13 hours per week on:**
 - Mondays from 3:30-8:00pm
 - Tuesdays from 3:30-5:00pm
 - Saturdays from 4:30-8:00pm
 - Sundays from 4:30-8:00pm
 - c. **Spring Season – 16 weeks, beginning the fourth Monday in February with the exception of the years 2021 and 2017, in such years beginning on March 1 for a total of 10.5 hours per week on:**
 - Mondays from 3:30-8:00pm
 - Saturdays from 5:00-8:00pm
 - Sundays from 8:00-11:00am
 - d. **Summer Season – 6 weeks, beginning the third Monday in June for a total of 14.5 hours per week on:**
 - Mondays from 3:30-8:00pm

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- Tuesdays from 3:30-5:00pm
 - Wednesdays from 3:30-5:00pm
 - Thursdays from 3:30-5:00pm
 - Fridays from 3:30-5:00pm
 - Saturdays from Noon-2:00pm
 - Sundays from 10:00am-Noon
7. Should the City fail to complete Project construction on or before August 26, 2018, City will reimburse Sand & Surf \$100 per hour of dedicated and exclusive use of the Field (as provided in Section 6 of this Letter Agreement) during which Sand & Surf cannot use the Field due to Project construction.
 8. Sand & Surf shall maintain a residency rate of 60% during the term provided in Section 6 of this Letter Agreement. Should the residency rate drop below 60%, Sand & Surf will be required to pay 15% below the City's standard usage rate for the Field (as adopted by City Council) during Sand & Surf's dedicated and exclusive use of the Field per Section 6 of this Letter Agreement. Should the residency rate drop below 40%, City has the right to rescind Sand & Surf's dedicated and exclusive use of the Field per Section 6 of this Letter Agreement. Residency is defined as participants (players who are fully registered with Sand & Surf) residing in Manhattan Beach, as demonstrated through documentation such as Sand & Surf registration form, utility bill, or renters agreement.
 9. Sand & Surf shall pay the City's standard usage rate for the Field (as adopted by City Council) for any time that exceeds the number of hours reserved for Sand & Surf's dedicated and exclusive use during the applicable week pursuant to Section 6 of this Letter Agreement. City must offer to Sand & Surf any additional time available (due to cancelations and schedule changes that occur more than 3 business days prior to the scheduled use of the Field) with a right of first refusal.
 10. Sand & Surf may trade any of its dedicated hours listed in Section 6 of this Letter Agreement with other groups authorized to use the field, with City approval, at no additional costs.
 11. During all times other than those specified in Section 6 of this Letter Agreement when Sand & Surf is not using the Field, City may schedule use of the Field in its absolute discretion.
 12. During all times when Sand & Surf is using the Field during lighted hours, Sand & Surf will be billed the standard light fee adopted by the City Council.

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13. This Letter Agreement is binding on the parties in accordance with its terms. Each person executing this Letter Agreement on behalf of his or her party warrants that he or she is duly authorized to execute this Letter Agreement on behalf of that party and that by such execution, that party is formally bound to the provisions of this Letter Agreement.

Sincerely,

Bruce Moe
City Manager

Concurrence:



David Digilio, Sand and Surf President

cc: Mark Leyman, Parks and Recreation Director