

AN ORDINANCE 2009-06-04-0469

**APPROVING A LICENSE AGREEMENT WITH NORTH EAST YOUTH SOCCER ORGANIZATION (NEYSO) FOR THE OPERATION OF SOCCER FIELDS AT JOHN JAMES PARK IN COUNCIL DISTRICT 2, MCALLISTER PARK IN COUNCIL DISTRICT 9, AND LADY BIRD JOHNSON PARK IN COUNCIL DISTRICT 10 FOR A TEN-YEAR TERM BEGINNING JULY 1, 2009.**

\* \* \* \* \*

**WHEREAS**, the North East Youth Soccer Organization (NEYSO) has been a licensee at John James Park, McAllister Park, and Lady Bird Johnson Park since 1987, providing organized sports activities to more than 1,800 area youth during 2008; and

**WHEREAS**, under the terms of the proposed License Agreement, NEYSO will have priority use of the fields on the dates identified in a use schedule submitted annually to the Parks and Recreation Department and will be permitted to operate concessions with proceeds benefiting the program; and

**WHEREAS**, NEYSO will be responsible for maintenance of the fields and premises during the term of the License Agreement; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee or the Director of the Parks and Recreation Department or his designee, is authorized to execute a license agreement with the North East Youth Soccer Organization (NEYSO) for the operation of soccer fields at John James Park in Council District 2, McAllister Park in Council District 9, and Lady Bird Johnson Park in Council District 10 for a ten-year term beginning July 1, 2009. A copy of the license agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funds generated by this ordinance will be deposited into SAP Fund 11001000, General Fund, Internal Order 226000000000, Parks Department Administration, General Ledger 4407720, Lease - Land and Buildings.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SW/mgc  
06/04/09  
Item #29

**SECTION 4.** This ordinance shall be effective on and after June 14, 2009.

PASSED AND APPROVED this 4th day of June, 2009.

ATTEST: *Leticia M. Vaz*  
City Clerk

  
M A Y O R  
**JULIAN CASTRO**

APPROVED AS TO FORM: *Hollis Young*  
for City Attorney

<b>Agenda Item:</b>	<b>29 ( in consent vote: 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 29, 30, 32 )</b>						
<b>Date:</b>	06/04/2009						
<b>Time:</b>	10:58:40 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving a license agreement with North East Youth Soccer Organization (NEYSO) for the operation of soccer fields at John James Park in Council District 2, McAllister Park in Council District 9, and Lady Bird Johnson Park in Council District 10 for a ten-year term beginning July 1, 2009. [A.J. Rodriguez, Deputy City Manager; Xavier Urrutia, Director, Parks & Recreation]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
Diane G. Cibrian	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**FIELD USE AND MAINTENANCE LICENSE AGREEMENT  
NORTHEAST YOUTH SOCCER ORGANIZATION OF SAN ANTONIO, INC.**

THIS FIELD USE AND MAINTENANCE AGREEMENT (the "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF SAN ANTONIO**, a Texas municipal corporation, acting by and through its City Manager or her designee, pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2009 (herein called "**CITY**"), and **NORTHEAST YOUTH SOCCER ORGANIZATION OF SAN ANTONIO, INC.**, a Texas non-profit corporation (herein called "**LEAGUE**");

**PREAMBLE**

The **CITY** licenses park property to Leagues that operate under nationally organized sports groups. Leagues are granted priority use of the park property and **CITY** waives fees that are normally charged to reserve sports fields. In exchange, Leagues agree to make improvements, promptly repair any damages to the premises, provide use schedules, and submit annual reports of their activities. Leagues are permitted to sell concessions and establish fees to help offset the cost of maintaining their licensed areas.

**1. WITNESSETH:**

- 1.1 WHEREAS, **CITY** desires to maintain its fields in the best condition possible while at the same time conserving its resources; and
- 1.2 WHEREAS, **LEAGUE** is a 501(c)(3) non-profit and covenants and agrees to maintain such status throughout the term of this **Agreement**; and
- 1.3 WHEREAS, for the benefit not only of **LEAGUE'S** members but also of all the citizens of San Antonio, **CITY** desires to accept **LEAGUE'S** offer to maintain the licensed premises at hereinafter named parks; and
- 1.4 WHEREAS, in consideration of **LEAGUE'S** maintenance of hereinafter cited licensed premises **CITY** desires to grant permission to **LEAGUE** to enter and use said licensed premises as prescribed hereinafter:

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

THAT, for and in consideration of the mutual benefits to **CITY** and **LEAGUE** and the observance of the terms and conditions set forth hereinafter, the parties hereto agree to the following:

**2. APPOINTMENT**

- 2.1 For so long as **LEAGUE** maintains its non-profit and 501(c)(3) status and operates a nationally organized sports league, **CITY** hereby designates **LEAGUE** as the primary user and maintainer of certain land as shown on **EXHIBIT A ("Premises")** attached hereto, during the term stated below in Article 4.1, at Lady Bird Johnson Park, John James Park, and McAllister Park, respectively being part of NCB 17461, 12175, and 13733, San Antonio, Bexar County, and **LEAGUE** hereby accepts such obligations and agrees to perform such services and duties as required hereinafter.

### 3. USE OF PREMISES BY LEAGUE

- 3.1 **CITY**, for and in consideration of the mutual benefits to **CITY** and **LEAGUE** and the observance of the terms and conditions set forth hereinafter, hereby grants to **LEAGUE** permission to enter and use, without payment of **CITY'S** established field use fee, the Premises described in **EXHIBIT A** which is attached hereto and incorporated by reference herein.
- 3.2 Although permission to enter and use herein above cited Premises is not exclusive, **CITY** shall give **LEAGUE** priority use of such Premises upon submission of a written use schedule by **LEAGUE** to the Director. At those times during which **LEAGUE** has not scheduled the use of said Premises and facilities, with the exception of any building(s) containing **LEAGUE** equipment and **LEAGUE**-operated concession stand(s), such Premises and facilities shall be open to the general public for park and recreation purposes.
- 3.3 The Premises shall be occupied by **LEAGUE** for recreational purposes including but not necessarily limited to organized athletic team activities and food and beverage concessions. **LEAGUE** agrees and specifically understands that permission herein given does not grant to **LEAGUE** any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, and that **CITY** retains dominion, possession and control of the Premises, including access thereto at all times. **CITY** reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises.
- 3.4 **LEAGUE** agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of **LEAGUE** is called to any such violation, **LEAGUE** or those under its control will immediately desist from and correct such violation.
- 3.5 **LEAGUE** acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified in 42 U.S.C. § 12101(a)(1) and (2) and as amended from time to time. **LEAGUE** covenants and agrees that it will comply with all the terms and obligations contained therein, and, as part of its indemnification of the City, indemnify, hold harmless and defend **CITY** from all claims which might arise from **LEAGUE's** activities under this contract.
- 3.6 **LEAGUE** is hereby authorized to establish fees and charges for its membership and admission fees to games, and to collect and retain such fees and charges to defray its operating expenses and the costs of its hereinafter assigned obligations and duties. **LEAGUE** shall not charge or attempt to charge any general public user of the Premises as may occur pursuant to paragraph 3.2 hereinbefore.

### 4. TERM OF AGREEMENT

- 4.1 The term of this **Agreement** is ten (10) years, beginning on July 1, 2009, which is hereafter referred to as the commencement date, and expiring on June 30, 2019, if not earlier terminated according to the terms hereof. Such term may, thereafter, with the approval of City Council, be extended for one additional ten (10) year period, not to exceed a total of twenty (20) years from the commencement hereof.

## 5. ACCEPTANCE AND CONDITIONS OF PREMISES

- 5.1 **LEAGUE** has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. **LEAGUE'S** taking possession of the Premises shall be conclusive evidence of **LEAGUE'S** acceptance thereof in good satisfactory order in its present condition **AS IS, WHERE IS AND WITH ALL FAULTS** as suitable for the purpose for which licensed. **CITY** specifically disclaims any warranty of suitability for **intended commercial purposes of LEAGUE**.
- 5.2 **LEAGUE** agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by **CITY** or its agents to **LEAGUE** unless the same are contained herein or made a part hereof by specific reference herein.

## 6. LEAGUE'S MAINTENANCE OBLIGATIONS AND DUTIES

- 6.1 **General Maintenance:** Each year, during the term of this **Agreement**, **LEAGUE** shall, at its sole expense, provide year round maintenance service in no event less than the quality of maintenance service demonstrated in other **CITY**-owned fields. In addition to the other obligations of **LEAGUE** set forth herein, **LEAGUE** shall render the following services and perform the following duties with regard to its maintenance of all portions of the Premises, in a faithful, diligent, and efficient manner:
- 6.1.1 Maintain all sports fields at or better than an acceptable standard for play, including watering, mowing, trimming, seeding, leveling, and fertilizing;
  - 6.1.2 Maintain all areas within the Premises other than sports fields, including mowing and trimming in a frequency necessary to maintain the area in an attractive manner. Vegetation must be mowed and trimmed at the fence line.,
  - 6.1.3 At a minimum, provide weekly trash pickup and removal service and keep the Premises free from litter and debris;
  - 6.1.4 Provide pest control services as frequently as needed;
  - 6.1.5 Keep all areas within the Premises free of graffiti;
  - 6.1.6 Maintain all improvements and structures, including concession buildings, restrooms, bleachers, lighting that benefits the Premises, and other structures in good condition, and repair as needed (if applicable);
  - 6.1.7 Maintain and replace, as needed, the irrigation piping and sprinkler heads within the Premises (if applicable);
  - 6.1.8 Provide such other maintenance tasks and chores as may be required to sustain the Premises in good, clean, well maintained and attractive condition
- 6.2 **LEAGUE** shall promptly repair any damage to the Premises. **LEAGUE** shall have no duty to repair any damage caused by others whom **CITY** has authorized to use the Premises. Notwithstanding any contrary provisions herein contained, should the Premises be damaged by fire, tornado or other casualty, **CITY** shall be under no obligation to rebuild or repair the Premises.

- 6.3 No parking is allowed in any area (including area adjacent to concession stand) other than the designated parking areas. Parking on the fields is strictly prohibited and will be seen as a violation of this License **Agreement** and subject to default.
- 6.4 In carrying out the obligations outlined in the Agreement, **LEAGUE** agrees to provide at its sole cost and expense all necessary manpower and equipment.

## 7. UTILITIES

- 7.1 In order to offset **CITY**'s cost of electricity for **LEAGUE**'s use of one (1) lighted field at John James Park, **LEAGUE** will pay to **CITY** \$150 per month per lighted field during **LEAGUE**'s designated term as outlined in Section 4.1 herein. Payment shall commence on the first day of the calendar month following City Council approval of this **Agreement** and shall be due on or before the first day of each month and mailed to:

City of San Antonio  
Treasury Division  
Central Billing Station  
PO Box 839966  
San Antonio, Texas 78283

- 7.2 **LEAGUE** may utilize water service available to the Licensed Premises at no cost to **LEAGUE**. Water wasting will be considered a violation of this License **Agreement**. **LEAGUE** shall be responsible for the irrigation of the Licensed Premises in a manner and frequency that is not wasteful but sustains the ground cover.

- 7.2.1 During seasons and/or years that the Edwards Aquifer Authority and/or San Antonio Water System (SAWS) has deemed that water restrictions, based on the Aquifer Management Plan, are required, **LEAGUE** agrees to follow and comply with the posted water restrictions, as may be modified from time to time, which currently include, but are not necessarily limited to:

- 7.2.1.1 **Stage 1** Aquifer level reaches 650 mean sea level feet: Ball field may only be watered during the hours of 12:00 a.m. to 10:00 a.m. and 8:00 p.m. to 12:00 a.m.<sup>1</sup>, and only once a week.

- 7.2.1.2 **Stage 2** Aquifer level reaches 640 mean sea level feet: Ball field may only be watered during the hours of 3:00 a.m. to 8:00 a.m., and 8:00 p.m. to 10:00 p.m., and only to the extent necessary to protect health and safety, unless conservation plan is otherwise approved by SAWS.

- 7.2.1.3 or a **LEAGUE** Water Use Plan, which has been pre-approved by SAWS.

## 8. CITY'S RIGHT OF INSPECTIONS

- 8.1 **CITY**, through the **Director** and/or his representative(s), shall have the right to inspect the field and their amenities at any time.

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<sup>1</sup> SAWS allows for landscape irrigation until 12:00 midnight; however, the Park curfew closes the park(s) at 11:00 p.m.

## 9. CONCESSIONS

- 9.1 **LEAGUE** shall have the right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items. **LEAGUE** shall have the exclusive use of any concession stand(s) erected by it upon the Premises as well as stocks of items supplied by it during each License year as designated in Section 4.1 of this **Agreement**. No fee for the right to operate said concessions shall be payable to **CITY**; provided however, that all profits generated thereby shall be applied to the operation of **LEAGUE**. **LEAGUE** shall obtain and maintain at its sole expense, all permits or licenses required for its concession operations hereunder.
- 9.2 **LEAGUE'S** concessions rights shall not apply during general public use of the Premises as may occur pursuant to paragraph 3.2.

## 10. DEFAULTS AND TERMINATION RIGHTS

- 10.1 Default by **LEAGUE**: Any of the following events shall constitute default by **LEAGUE** under this **Agreement**:
- 10.1.1 **LEAGUE** shall fail to maintain its non-profit or 501(c)(3) status and operate a nationally organized sports league; or
- 10.1.2 **LEAGUE** shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this **Agreement** to be kept, observed, or performed by **LEAGUE**, and such default shall continue for a period of ten (10) days after notice thereof by **CITY** to **LEAGUE**, or if such default cannot be cured within ten (10) days, then such additional period as shall be reasonable provided that **LEAGUE** has commenced to cure such default.
- 10.2 Remedies of **CITY**: Upon the occurrence of an event of default by **LEAGUE** as specified in this **Agreement** hereof, **CITY** shall be entitled to terminate this **Agreement**. After such termination, **LEAGUE** shall have no further rights to access the Premises, shall immediately cease all activities thereon and **CITY** shall have no further obligation hereunder.
- 10.3 Default by **CITY**: **CITY** shall be in default under this **Agreement** if **CITY** fails to keep, observe, or perform any material covenant, agreement, term, or provision of this **Agreement** to be kept, observed, or performed by **CITY**, and such default shall continue for a period of thirty (30) days after notice thereof by **LEAGUE** to **CITY**, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonably provided that **CITY** has commenced to cure such default.
- 10.4 Remedies of **LEAGUE**: Upon the occurrence of an event of default as specified in this **Agreement** hereof, **LEAGUE** shall be entitled to terminate this **Agreement** and shall have such other rights at law or equity to which it may be entitled.
- 10.5 Either **CITY** or **LEAGUE**, with or without cause, may cancel this **Agreement** by giving six (6) months written notice thereof to the other party.

## 11. INDEMNIFICATION

- 11.1 **LEAGUE** covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines,

penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to LEAGUE'S activities under this Agreement, including any acts or omissions of LEAGUE, any agent, officer, director, representative, employee, consultant or subcontractor of LEAGUE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LEAGUE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LEAGUE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LEAGUE known to LEAGUE related to or arising out of LEAGUE's activities under this Agreement and shall see to the investigation and defense of such claim or demand at LEAGUE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LEAGUE of any of its obligations under this paragraph.

## 12. INSURANCE REQUIREMENTS

- 12.1 Prior to the commencement of any work under this Contract, LEAGUE shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's Parks and Recreation Department, which shall be clearly labeled "Northeast Youth Soccer Organization of San Antonio, Inc." in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's Parks and Recreation Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.
- 12.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will CITY allow modification whereupon CITY may incur increased risk.

12.3 **LEAGUE's** financial integrity is of interest to the **CITY**; therefore, subject to **LEAGUE's** right to maintain reasonable deductibles in such amounts as are approved by the **CITY**, **LEAGUE** shall obtain and maintain in full force and effect for the duration of this **Agreement**, and any extension hereof, at **LEAGUE's** sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNT
1. Workers' Compensation and Employers Liability*	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (Public) Liability Insurance to include coverage for the following:	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage
a. Premises/Operations	
b. Independent Contractors	
c. Broad Form Contractual Liability	
d. Products/completed operations	
e. Broad form property damage, to include fire legal liability	
f. Personal Injury	
3. Comprehensive Automobile Liability*	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent
a. Owned/Leased Vehicles	
b. Non-owned Vehicles	
c. Hired Vehicles	
4. Property Insurance: For physical damage to the property of <b>LEAGUE</b> , including improvements and betterment to the Licensed Premises, if applicable.	Coverage for a minimum of eighty percent (80%) of the replacement cost of <b>LEAGUE'S</b> property.

\*If Applicable

12.4 The **CITY** shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the **CITY**, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). **LEAGUE** shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to **CITY** at the address provided below within 10 days of the requested change. **LEAGUE** shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Parks and Recreation Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

12.5 **LEAGUE** agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- A. Name the **CITY** and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the **CITY**, with the exception of the workers' compensation and professional liability policies;
  - B. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the **CITY** is an additional insured shown on the policy;
  - C. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the **CITY**; and
  - D. Provide thirty (30) calendar days advance written notice directly to **CITY** of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 12.6 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, **LEAGUE** shall provide a replacement Certificate of Insurance and applicable endorsements to **CITY**. **CITY** shall have the option to suspend **LEAGUE**'s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- 12.7 If **LEAGUE** fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the **CITY** may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the **Agreement**; however, procuring of said insurance by the **CITY** is an alternative to other remedies the **CITY** may have, and is not the exclusive remedy for failure of **LEAGUE** to maintain said insurance or secure such endorsement. In addition to any other remedies the **CITY** may have upon **LEAGUE**'s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the **CITY** shall have the right to order **LEAGUE** to stop work hereunder, and/or withhold any payment(s) which become due to **LEAGUE** hereunder until **LEAGUE** demonstrates compliance with the requirements hereof.
- 12.8 Nothing herein contained shall be construed as limiting in any way the extent to which **LEAGUE** may be held responsible for payments of damages to persons or property resulting from **LEAGUE**'s or its subcontractors' performance of the work covered under this **Agreement**.
- 12.9 It is agreed that **LEAGUE**'s insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.
- 12.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

### 13. REPORTS

- 13.1 On or before August 1 of each year during the term of this Agreement, **LEAGUE** shall provide to **CITY** a report ("Annual Report"), including the following information for the period of August 1 to July 31 ("Program Period"), unless otherwise indicated:
- 13.1.1 Starting and ending date of last Program Period;

- 13.1.2 Number of participants in **LEAGUE'S** teams and programs, and their ages;
  - 13.1.3 Brief description of tournaments and special events held during last Program Period;
  - 13.1.4 If not previously provided to **CITY**, or if amended since the last Annual Report, current constitution, by-laws, and articles of incorporation;
  - 13.1.5 List of **LEAGUE'S** current officers, including names, office held, addresses, phone numbers, and, if available, e-mail addresses;
  - 13.1.6 Description and value of the physical improvements placed on the Premises during the previous calendar year and any planned physical improvements for the upcoming calendar year;
  - 13.1.7 Gross receipts from each of the following: a) concessions operation, b) advertising and c) cash donations, and how those funds were spent and/or retained for future expenditure;
- 13.2 On or before August 1 of each year during the term of this Agreement, **LEAGUE** shall provide a Use schedule for the upcoming Program Period, as described in 3.2 above. The Use Schedule shall outline the beginning and ending dates for use of the Premises for practice, regular season games, playoff games, and special events. In addition, the Use Schedule shall state the planned hours of use of the Premises during the upcoming Program Period.

#### 14. SIGNS

- 14.1 **LEAGUE** hereby agrees not to install or display any permanent sign(s) upon the Premises without the prior written approval to install or display said sign(s) by the **CITY** through the Director. Temporary signs used for sponsorship recognition may be installed from time to time without sign approval by the **CITY** as long as standard design of the sign has been approved in advance. For purposes of this agreement, temporary signs shall be defined as any sign or banner that is placed on the Premises before the game begins, and removed at the conclusion of the game. Signs which advertise businesses, sponsors, products, services, logos, or events not available upon the Premises must be installed facing inward and must not be legible from the entrance or streets adjacent to the Premises. **LEAGUE** agrees it will not install any signs that advertise or promote alcohol use, tobacco use or sexually oriented businesses or any other matter inappropriate for a youth sports league. **LEAGUE** further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized **CITY** authority and to comply with established sign review procedures for proposed new signs. In order to ensure public safety, certain sign installations, especially signs that require a pole with concrete, may require the use of a licensed and bonded sign contractor.

#### 15. ASSIGNMENT

- 15.1 This **Agreement** is personal to **LEAGUE**. It is non-assignable, and any attempt to assign this **Agreement** will terminate all privileges granted to **LEAGUE** hereunder.

#### 16. RELATIONSHIP OF PARTIES

- 16.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between parties hereto. It is understood and agreed

that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of Licensor and Licensee.

#### 17. CONFLICT OF INTEREST

- 17.1 **LEAGUE** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a **CITY** officer or employee, as those terms are defined therein, from having a financial interest in any contract with the **CITY** or any **CITY** agency such as **CITY**-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the **CITY** or in the sale to the **CITY** of land, material, supplies, or services, if any of the following individual(s) or entities is a party to the contract or sale: a **CITY** officer or employee, or his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market values of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a **CITY** contract, a partner or a parent or subsidiary business entity.
- 17.2 **LEAGUE** warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the **CITY** or any of its agencies such as **CITY** owned utilities.

#### 18. SEPARABILITY

- 18.1 The parties hereto agree that if any clause or provision of this **Agreement** is determined to be illegal, invalid or unenforceable under any present or future federal, state, or local law, including, but not limited to, the City Charter, City Code, or City ordinances of the City of San Antonio, Texas, effective during the term of this **Agreement**, then and in that event it is the intention of the parties hereto that the remainder of this **Agreement** shall not be affected thereby, and it is also the intention of the parties to this **Agreement** that in lieu of each clause or provision of this **Agreement** that is illegal, invalid or unenforceable, there be added as a part of this **Agreement** a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

#### 19. NOTICES

- 19.1 Notices to **CITY** required or appropriate under this **Agreement** shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to

City of San Antonio  
Parks and Recreation Dept  
Contract Services Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by **CITY** from time to time. Notices to **LEAGUE** shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to **LEAGUE** at:

**Mr. Jerry Morales, President  
Northeast Youth Soccer Organization of San Antonio, Inc.  
P.O. Box 17931  
San Antonio, Texas 78217**

or at such other address as **LEAGUE** may provide from time to time in writing to **CITY**.

**20. TEXAS LAW TO APPLY**

- 20.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

**21. GENDER**

- 21.1 Words of any gender used in this **Agreement** shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**22. NON-DISCRIMINATION**

- 22.1 **LEAGUE** covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the Premises, which said discrimination **LEAGUE** acknowledges is prohibited.

**23. CAPTIONS**

- 23.1 The captions contained in this **Agreement** are for convenience of reference only and in no way limit or enlarge the terms and conditions of this **Agreement**.

**24. HOLDING OVER**

- 24.1 Should **LEAGUE** hold over the Licensed Premises, or any part thereof, after the expiration or termination of the term of this License, unless otherwise agreed in writing, such holding over shall constitute and be construed as a month to month contract only, with all terms, conditions and requirements of the preceding License **Agreement** continuing in effect until such time as **LEAGUE** permanently ceases use of the field or a new License **Agreement** is executed.

**25. ENTIRE AGREEMENT/AMENDMENT**

- 25.1 This **Agreement**, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire **Agreement** between the parties, any other written or parole agreement with **CITY** being expressly waived by **LEAGUE**.
- 25.2 No amendment, modification or alteration of the terms of this **Agreement** shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 25.3 It is understood that the Charter of the **CITY** requires that all contracts with the **CITY** be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance.

**26. AUTHORITY**

26.1 The signer of this License Agreement for LEAGUE hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of LEAGUE.

IN WITNESS WHEREOF, we have affirmed our signatures this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CITY:**

**CITY OF SAN ANTONIO**, a Texas  
Municipal Corporation

\_\_\_\_\_  
Sheryl Sculley  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**LEAGUE:**

**NORTHEAST YOUTH SOCCER**  
**ORGANIZATION OF SAN ANTONIO, INC.,**

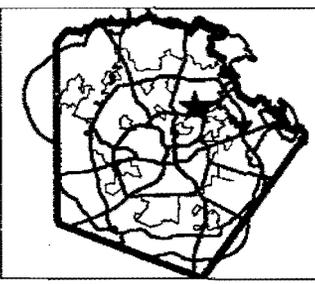
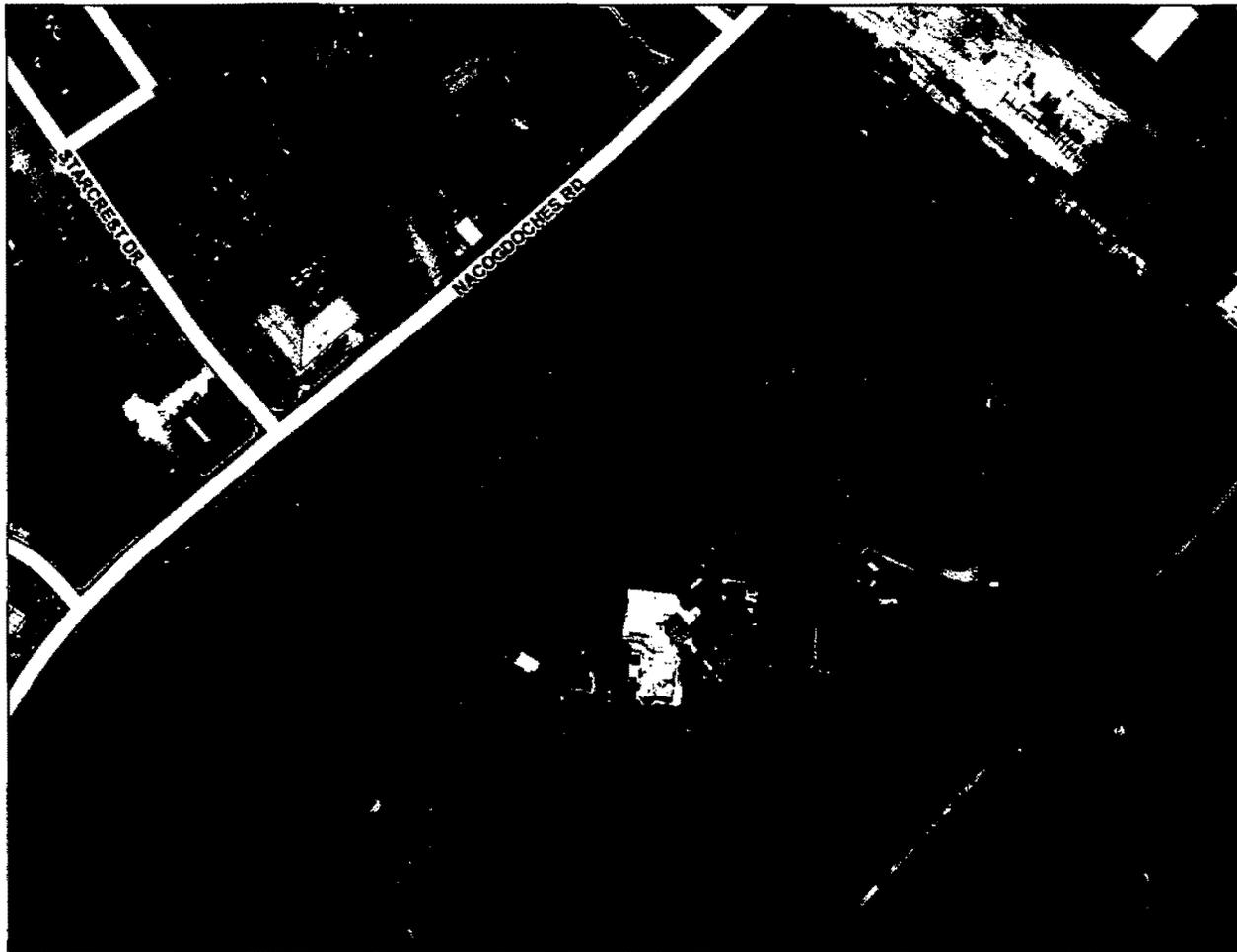
a Texas Non-profit Corporation

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

Title: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

# NEYSO Licensed Field - Lady Bird Johnson Park



## Legend

- SA International Airport
- Lakes
- Incorporated Towns
- San Antonio City Limits
- Bexar County Line
- Bexar Streets
- Longhorn

0 400 800 1200 ft.

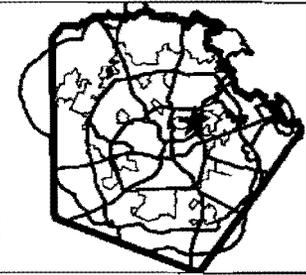
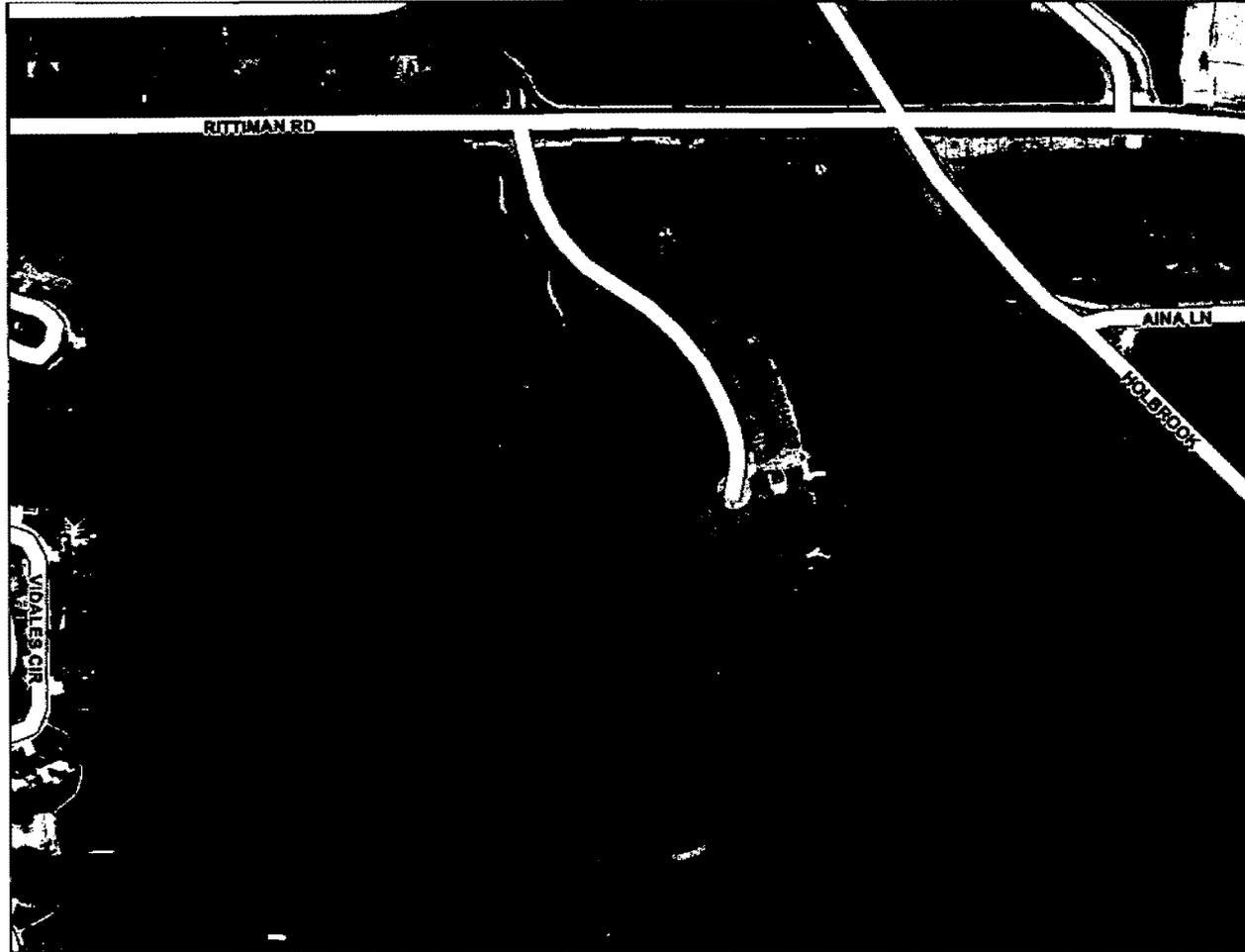
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Scale: 1:4,055

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# NEYSO Licensed Field - John James Park



## Legend

- SA International Airport
- Lakes
- Incorporated Towns
- San Antonio City Limits
- Bexar County Line
- Bexar Streets
- SA East

0 300 600 900 ft.

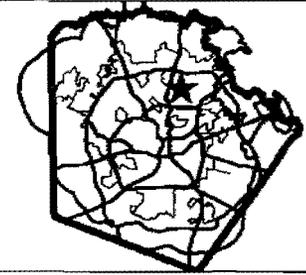
Map center: 2153810, 13723750



Scale: 1:3,126

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# NEYSO Licensed Fields - McAllister Park



- Legend**
- SA International Airport
  - Lakes
  - Incorporated Towns
  - San Antonio City Limits
  - Bexar County Line
  - Bexar Streets
  - Longhorn



Map center: 2143782, 13752197



Scale: 1:15,924

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