

RESOLUTION NO. 25-R-111

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CANCELLATION OF THE PUBLIC FACILITY LICENSE AGREEMENT WITH THE SCHERTZ YOUTH SOCCER ALLIANCE AND TRANSITIONING TO CITY OPERATIONS OF THE SCHERTZ SOCCER COMPLEX.

WHEREAS, the agreement between the Schertz Youth Soccer Alliance (“SYSA”) and the City of Schertz (the “City”), authorized in 2015 by Resolution 15-R-65 in Section 2.05, allows for the cancellation of the agreement by giving sixty (60) days written notice to the other Party of its intention to terminate this agreement; and

WHEREAS, the City has determined it’s in the best interest to terminate the agreement with SYSA; and

WHEREAS, the City has determined it’s in the best interest to transition to city operations of the Schertz Soccer Complex; and

WHEREAS, the City Council grants the City Manager authorization to terminate the contract.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to terminate the agreement with SYSA for operations of the Schertz Soccer Complex, as set forth in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor




ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

CITY MANAGEMENT

Coordination Sheet

<u>FROM:</u>	PARKS			
<u>DATE:</u> Sep 18, 2015		NAME	INITIALS	DATE
<u>TO:</u>		Mr. Dudley Wait Executive Director-Operations		
	X	Mr. Brian James Executive Director-Development		9.21.15
		Mr. Bob Cantu Executive Director-Services		
	X	Ms. Sarah Gonzalez Assistant to the City Manager		9/21/15
	X	Mr. John Kessel City Manager		9/24
<u>Comments:</u>				
Facility Licence Agreement with SYSA to run City Soccer Fields				
<u>Return To:</u>	PURCHASING Jessica			

**CITY OF SCHERTZ
CONTRACT APPROVAL FORM**

A. To be completed by Department

1. Contract with: Schertz Youth Soccer Alliance Contract amount: \$ 1.00/annual license fee
2. Contract for: Facility License Agreement for the City Soccer Fields
3. Fund/Account to be charged: _____ Dept. PARKS
4. Contract category and amount in the budget: yes no – budget adjustment required
Budget Amendment Ord/Res Number: _____ Date: _____
5. Contract required to be bid: yes no (If unsure, contact Purchasing.)
Bidding completed: yes NA (bidding not required)
Bidding exemption: (if bidding is not required state reason): _____
6. Contract termination date: 6/30/2020 NA
7. Terms of contract reviewed and approved by Department Head: yes
8. Is Executive Director aware of contract? yes
9. If going to Council, is City Manager aware of contract? yes NA
10. Department Head's signature: [Signature] Date: 09/11/15

B. To be completed by Purchasing and Asset Management

1. FINANCE
 - a. Contract amount in the budget: yes no – budget adjustment required
 - b. Fund/Account to be charged: 101-000-497000
 - c. Finance Director's signature: [Signature] Date: 9-18-15
2. LEGAL
 - a. Contract reviewed and approved by City Attorney not requested yes (attach email approval)
 - b. Date Reviewed and Approved by City Attorney 7/28/25015 [Signature]
3. PURCHASING
 - a. Vendor aggregate POs <\$50K for budget period yes no
 - b. Contract reviewed for insurance, warranty, term, severability and indemnity requirements: yes
 - c. Contract properly bid in accordance with City Purchasing Policy yes NA
 - d. Vendor signature obtained yes no (other party requires signature by City first)
 - e. Purchasing and Asset Management Signature: [Signature] Date: _____
4. COUNCIL APPROVAL REQUIRED? yes no NA (Required over \$50,000)
 - a. Date of City Council approval: 9/8/2015 [Signature] Res/Ord #: 15-R65 Attached
 - b. If not approved by City Council, state reason: _____

C. To be completed by Executive Director:

1. Final contract reviewed and recommend City Manager signature: yes no
2. Executive Director's Signature: [Signature] Date: 9.21.15

D. To be completed by Assistant to the City Manager

1. Assistant reviews and obtains CM signature Assistant Signature: [Signature]
2. Signed contract is given to Purchasing & Asset Management. 9/21/15

E. To be completed by Purchasing and Asset Management

1. Date fully-executed contract received by Purchasing: 9/21/15
2. Date filed to Laserfiche: 9/21/15 Filed as: AT

Jessica S. Kurz

Subject: FW: For your review: License Agreement with SYSA
Attachments: SYSA License Agreement 7-22-15.v.2.DNRBHZ.cez.docx

From: Charles Zech [<mailto:charles.zech@rampage-sa.com>]
Sent: Tuesday, July 28, 2015 10:50 AM
To: Jessica S. Kurz
Subject: RE: For your review: License Agreement with SYSA

Jessica:

See attached. Please call to discuss.

Charles E. Zech



2517 N. Main Avenue
San Antonio, Texas 78212
www.rampagelaw.com

Fax (210) 225-4481
Office (210) 227-3243
charles.zech@rampage-sa.com

CONFIDENTIALITY NOTICE

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From: Jessica S. Kurz [<mailto:jkurz@schertz.com>]
Sent: Wednesday, July 22, 2015 4:29 PM
To: Charles Zech <charles.zech@rampage-sa.com>
Subject: For your review: License Agreement with SYSA

Ahoy Charlie,

I have attached a license agreement with the Schertz Youth Soccer Alliance. Can you please take a peek and let me know what you think?

Thanks,
Jessica

Jessica Kurz, MPA
Purchasing & Asset Manager
City of Schertz

RESOLUTION NO. 15-R-65

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO PUBLIC FACILITY LICENSE AGREEMENT WITH THE SCHERTZ YOUTH SOCCER ALLIANCE, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, in 2010 the City of Schertz (the "City") entered into a License agreement with the Schertz Youth Soccer Alliance relating to the facility maintenance and program management of the Schertz Soccer Complex; and

WHEREAS, the City has recently made significant improvements to the Maske Road Soccer Complex; and

WHEREAS, it is anticipated that the Maske Road Soccer Complex is now better suited to hosting soccer tournaments; and

WHEREAS, it is anticipated that the costs to maintain the Maske Road Soccer Complex will increase for the Schertz Youth Soccer Alliance

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the existing contract with the Schertz Youth Soccer Alliance pursuant to the Public Facility License Agreement attached hereto as Exhibit A (the "Agreement").

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with the Schertz Youth Soccer Alliance in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

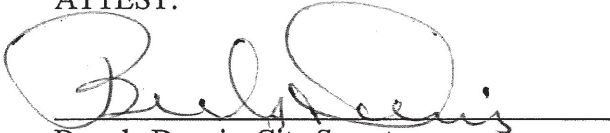
PASSED AND ADOPTED, this 8th day of September, 2015.

CITY OF SCHERTZ, TEXAS



Michael R. Carpenter, Mayor

ATTEST:



Brenda Dennis, City Secretary

(CITY SEAL)

PUBLIC FACILITY LICENSE AGREEMENT

This Public Facility License Agreement (this "Agreement") dated and effective as of September 8th, 2015 (the "Effective Date") is between the City of Schertz, Texas, a Texas home rule city (the "City"), and Schertz Youth Soccer Alliance, a Texas non-profit corporation (the "Soccer Alliance"). The City and Soccer Alliance is each a "Party" and they are, together, the "Parties".

RECITALS

WHEREAS, the City owns and operates various properties for the use and benefit of its citizens, including a current complex of twelve soccer fields and an adjacent parking lot located on approximately 42 acres at 75 Maske Road, Schertz, Texas (the "City Soccer Fields");

WHEREAS, the Soccer Alliance is organized for the purpose of providing organized youth soccer and other recreational services activities to the youth of the City and surrounding areas;

WHEREAS, the City finds the services provided by Soccer Alliance promotes the health, safety morals and or general welfare of the residents of the City;

WHEREAS, Soccer Alliance has requested the use of the City Soccer Fields for its youth soccer programs and other youth oriented services and the City has developed a facility use methodology so that the Facility is also available to the general public; and

WHEREAS, this Agreement amends, renews, and extends the Amended and Restated Public Facility License Agreement dated as of July 27, 2010 between the City and the Soccer Alliance;

WHEREAS, the City and the Soccer Alliance desire to enter into this Agreement to support youth athletic programs on behalf of the City; and

NOW, THEREFORE, the City and the Soccer Alliance, in consideration of the following mutual promises and obligations, and for the benefit of the City of Schertz and the health, safety, morals and/or general welfare of its residents, the parties agree as follows::

ARTICLE I PURPOSE

1.01 Purpose. The purpose of this Agreement is to establish the terms and conditions under which the Soccer Alliance will use the City Soccer Fields and other property described in Section 2.01 below, for the operation of its component organizations' recreational services for the youth of the City and related activities.

ARTICLE II LICENSE

2.01 Licensed Property. In consideration of the obligations herein contained to be performed by the Soccer Alliance, the City hereby grants to the Soccer Alliance a non-assignable, revocable license to use (a) the City Soccer Fields, and (b) all City-owned improvements and equipment

located on the City Soccer Fields on the date hereof and described on Exhibit A (together, the "Licensed Property").

2.02 Other Users.

- (a) The City agrees that the Soccer Alliance shall be the primary licensee of the Licensed Property. The Soccer Alliance agrees that it will make available two fields on the Licensed Property for joint use with the Buffalo Valley Youth Association ("BVYA") for Fall football league play. The two designated fields will be equipped, at the expense of BVYA, with combination football/soccer goals to facilitate this joint use. Any other organization or group desiring to use the Licensed Property during the term of this Agreement shall contact the Soccer Alliance, and the Soccer Alliance agrees to make reasonable efforts to make the Licensed Property available to such other parties pursuant to Section 5.02 if such requested use does not conflict with activities scheduled by the Soccer Alliance, BVYA, or as otherwise required by this Agreement. The Soccer Alliance shall contact BVYA in writing, with a copy to the City, no later than the 10th business day of August of each year to coordinate the scheduling of such joint use and shall confirm the final arrangements of such joint use in writing to BVYA, with a copy to the City, no later than August 31st of such year. Under any such sublicense, the Soccer Alliance will retain full responsibility for its obligations hereunder relating to the Licensed Property.

- (b) When the Licensed Property is not in use by the Soccer Alliance for scheduled practices, clinics, tournaments, league play, required maintenance or use by another party pursuant to paragraph (a) above or Section 5.02, the City Soccer Fields (but not the improvements and equipment described on Exhibit A) shall be available for use by the general public during normal complex hours. Any organization or group desiring to use the Licensed Premises during the term of this Agreement shall contact the Soccer Alliance and the Soccer Alliance agrees to make said facilities available to other parties pursuant to Section 5.02.

2.03 Restrictions on Other Uses. The Soccer Alliance may not use or authorize the use of the Licensed Property for political or sectarian activity or for any other activity not authorized by this Agreement. The parking lot which is part of the Licensed Property may be used by a member in good standing of a Soccer Alliance member. The parking lot may not be used by any non-Soccer Alliance organization or its members without the execution of a sublicense agreement pursuant to Section 5.02.

2.04 Term. The term of this Agreement shall be from the Effective Date through June 30, 2020 (the "Term"). Upon the mutual consent of the Parties, this Agreement may be renewed annually, provided the City's City Council allocates sufficient funds to meet its obligations under this Agreement.

2.05 Default and Termination. Notwithstanding the provisions of Section 2.05, this Agreement may be terminated at the sole option of the City in the event the Soccer Alliance breaches or is in default under any of the terms or conditions of this Agreement and such breach is not cured within ten (10) business days after written notice thereof. In addition, notwithstanding the provisions of Section 2.05, either Party may cancel this Agreement at any

time by giving sixty (60) days written notice to the other Party of its intention to terminate this Agreement.

ARTICLE III CONSIDERATION

3.01 Fees. The Soccer Alliance shall pay an annual license fee under this Agreement of \$1.00 per year, payable to the City. Such license fee is due and payable every October 1, beginning on October 1, 2015.

3.02 Non-Resident Surcharge and Reports. The Soccer Alliance anticipates that a majority of participants in Soccer Alliance activities and using the Licensed Property shall be residents of the City. The Soccer Alliance shall charge non-residents of the City participating in season-long activities on the Licensed Property (including season-long activities authorized pursuant to Section 5.02) \$10 per season. Non-resident fees shall be paid to the City no later than October 31, and shall be reconciled in March to account for new, non-resident participants who join after October 31. Payments to account for new players shall be made no later than April 15. The Soccer Alliance shall provide a report to the Soccer Alliance Board of Directors no later than thirty (30) days after the commencement of each season of each year of this Agreement, listing all resident and non-resident participants participating in season-long activities on the Licensed Property (including season-long activities authorized pursuant to Section 5.02), including the home address of each participant. The Soccer Alliance shall provide the Director of Parks, Recreation, and Community Services a schedule of all seasonal activities on the Licensed Property. In this Section, "season" shall be defined as the period beginning August 1 of a year and ending the following July 31.

3.03 Utilities and Parking.

- (a) The City agrees to pay all electric, water, and sewer utility charges for the Licensed Property and concession facilities located thereon. The Soccer Alliance agrees to reimburse the City for thirty percent (30%) of all such electric, water, and sewer utility charges. Payments shall be made by the Soccer Alliance to the City monthly within thirty (30) days after invoicing from City.
- (b) The Soccer Alliance may charge a fee to spectators for viewing and/or parking while attending any event to help defray the cost of such events and serve as a Soccer Alliance fundraiser.

3.04 Permits. The Soccer Alliance shall be responsible for obtaining all required licenses, permits, and approvals from the City relating to operation of the Licensed Property under this Agreement, including, but not limited to, food handlers' licenses, health inspection permits, and electrical, plumbing, and construction permits. Electrical, plumbing, and construction permit fees imposed by the City may be waived on a case-by case basis by the City Manager of the City. However, standard City penalties will apply for any failure to obtain any required license, permit, or approval.

3.05 Payments to City. The Soccer Alliance shall establish and maintain a bank account from which all payments to the City under this Agreement may be issued, with each such payment being made by a single check.

ARTICLE IV
ADDITIONAL AGREEMENTS

4.01 Soccer Alliance Representative. Soccer Alliance shall designate an individual (and may designate one alternate to act in his or her absence) as its Authorized Representative who shall have full authority to act for the Soccer Alliance and to bind the Soccer Alliance regarding any matter under this Agreement. The initial Authorized Representative is Robert Wallace. The Soccer Alliance may designate a different Authorized Representative (and alternate, if any) from time to time by written notice to the City signed by an officer of the Soccer Alliance. Such Authorized Representative (and alternate, if any) shall be the sole point of contact with the City on matters concerning this Agreement and the Licensed Property.

4.02 Soccer Alliance Organization. The Soccer Alliance shall be an entity qualified as a 501(c)(3) organization under Federal tax law. The Soccer Alliance certifies that it has provided the City with a copy of all material that it has filed with the Internal Revenue Service for application for 501(c)(3) status. A copy of any material filed with the Internal Revenue Service after the Effective Date of this Agreement shall be provided to the City within five (5) business days after such filing. The Soccer Alliance shall promptly provide to the City a copy of all correspondence it receives from the IRS within five (5) business days after such receipt.

4.03 Soccer Alliance Directors and Officers. The Board of Directors of the Soccer Alliance shall consist of the following nine persons: six (6) selected by the members of the Soccer Alliance, and three (3) appointed by the City. The President of the Soccer Alliance shall be a resident of the City. The Soccer Alliance shall notify the City Director of Parks, Recreation, and Community Services in writing of any changes to the Officers or Directors of the Soccer Alliance Board of Directors within thirty (30) days of such change, including the names of any new Officers or Directors.

4.04 Soccer Alliance Board Meetings. No later than the 1st day of each month, the Soccer Alliance shall provide the City Director of Parks, Recreation, and Community Services with a written schedule of all upcoming meetings of the Board of Directors of the Soccer Alliance. The Soccer Alliance shall notify the City Director of Parks, Recreation, and Community Services immediately of any change in the meeting of the Board of Directors of the Soccer Alliance in the current month. The City Manager, the Director of Parks, Recreation, and Community Services, or his/her designee may attend any or all meetings of the Board of Directors of the Soccer Alliance.

4.05 Concessions; Other Improvements. In addition to the concession facilities described on Exhibit A, the Soccer Alliance may, with the prior written consent of the City Manager, place (at its sole expense) and operate concession facilities on the Licensed Property for Soccer Alliance activities during Soccer Alliance events. The Soccer Alliance may also place fences, bleachers, and other appropriate equipment or improvements on the Licensed Property at its sole expense and with the prior written consent of the City Manager.

4.06 Financial Reporting. The Soccer Alliance shall submit a copy of its monthly financial statement for the previous month to the City no later than the 15th day of the following month, commencing September 15, 2015. This statement shall reflect all revenues and expenditures incurred during the prior month. The Soccer Alliance shall submit a copy of its unaudited annual financial statement for the previous year to the City no later than February 1st of each year of this Agreement, commencing February 1, 2016. This statement shall reflect all revenues and expenditures incurred during the prior Soccer Alliance fiscal year (January 1 through December 31). The City reserves the right to require the Soccer Alliance to submit a certified financial audit conducted by a registered certified public accountant upon request, on dates to be agreed to by the Soccer Alliance and the City.

4.07 Audit and Inspection. The City shall have the right to inspect the financial records of the Soccer Alliance at any time during the term of this Agreement. In addition, the City retains the right to order a financial audit, at the City's sole discretion and expense, of the Soccer Alliance.

4.08 Monthly Report. On the first business day of each month during the term of this Agreement, commencing October 1, 2015, the Soccer Alliance shall provide City with a report detailing the services it has provided since the preceding July 1st, as applicable, which report shall address at least the performance indicators identified in Exhibit B. This report is in addition to the monthly financial reports required by Section 4.06, the monthly calendar updates required by Section 4.09, and the seasonal reports required by Section 3.02.

4.09 Calendar of Events. The Soccer Alliance shall provide the City Director of Parks, Recreation, and Community Services with a yearly calendar; updated monthly on the first of the month, commencing October 1, 2015, of anticipated usage for the Licensed Property. An overall schedule of sport programs and their season beginning dates at the Licensed Property shall be provided to the City Director of Parks, Recreation, and Community Services on the Effective Date and thereafter no later than October 1st of each year of this Agreement.

ARTICLE V
SPECIAL ACTIVITIES AND SUBLICENSING

5.01 Hosting of Clinics, Tournaments, and Similar Events. The Soccer Alliance shall have authority to host clinics, tournaments, and similar events on the Licensed Property. The Soccer Alliance may charge and retain a fee from spectators attending any tournament to defray the cost of those tournaments and serve as a Soccer Alliance fundraiser.

5.02 Sublicensing of City Soccer Fields and Concessions. The City grants the Soccer Alliance the right to sublicense the Licensed Property to non-Soccer Alliance groups for recreational purposes. The Soccer Alliance will be responsible for coordinating all such sublicensing. Fees charged by the Soccer Alliance for sublicensing must be approved in advance in writing by the City's Director of Parks, Recreation, and Community Services, and the Soccer Alliance shall retain all of such fees. The Soccer Alliance shall be responsible for all maintenance, clean-up, and providing necessary field equipment such as goals, nets, field chalk, scoreboards, and other necessary equipment when sublicensing fields and/or concessions to other parties. No such sublicensing shall release the Soccer Alliance from any of its obligations hereunder. The approved form of sublicensing agreement is attached hereto as Exhibit C.

ARTICLE VI
FACILITY EQUIPMENT AND MAINTENANCE

6.01 Improvements to Facilities. The Soccer Alliance shall not make any alterations, additions, or improvements to the Licensed Property without the prior written consent of the City Manager, which consent will not be unreasonably withheld. All alterations, additions, or improvements made by the Soccer Alliance shall become the property of the City at the termination of this Agreement.

6.02 Damages to Licensed Property. The Soccer Alliance shall repair, replace, or reimburse the City for any and all damages to the Licensed Property incurred caused by misuse, negligence, and/or deliberate act by the Soccer Alliance, its constituent organizations, Soccer Alliance event participants or spectators, or any sublicensee.

6.03 City Inspections. The Director of Parks, Recreation, and Community Services or his/her designee and the Soccer Alliance shall inspect the Licensed Property at least annually to review its condition and then-current or anticipated repair needs. The Director of Parks, Recreation, and Community Services or his/her designee shall file an annual report on the result of the inspection with the City Manager on or before October 1st of each year. The City reserves the right to inspect the Licensed Property at any time.

6.04 Soccer Field Equipment. The Soccer Alliance shall provide equipment for the City Soccer Fields in addition to the City-owned equipment described on Exhibit A, including soccer goals, nets, scoreboard controllers, chalking machines, mowers, tractors, field groomers, and other similar equipment. The Soccer Alliance will maintain in good repair, and replace when damaged or obsolete, all equipment provided by the City and described on Exhibit A.

6.05 Soccer Field Maintenance. The Soccer Alliance shall provide all appropriate daily maintenance, cleaning, inspection, and other routine maintenance of the City Soccer Fields, including grass mowing, aeration, and fertilizing and maintenance of the irrigation system.

6.06 Facility Maintenance.

- (a) Soccer Alliance. The Soccer Alliance shall perform all required maintenance on the existing concession facilities and all additional authorized concession facilities and all bleachers and any other improvements placed on the Licensed Property pursuant to Section 4.03. The Soccer Alliance shall be responsible for furnishing and maintaining all concession equipment including but not limited to ice machines, fountain drink dispensing equipment, fryers, grills, freezers, refrigerators, and other assorted food preparation and storage equipment. The Soccer Alliance agrees to keep concession stands and other facilities operated by it within the Licensed Property, including restrooms, clean and free from all refuse.
- (b) City. The City agrees to perform maintenance on lighting systems and fencing on the Licensed Property and to repair structural damage on concession and restroom facilities on the Licensed Property. Recommended repair work orders may be submitted by the Soccer Alliance's Authorized Representative to the Director of Parks, Recreation, and Community Services. If required repair is the result of damage by the Soccer Alliance,

its volunteers or participants at events authorized by the Soccer Alliance, the Soccer Alliance shall be responsible for the cost of such repairs.

ARTICLE VII CONCESSIONS

7.01 Exclusive Right. The Soccer Alliance shall have the exclusive right to furnish concession services selling consumer items usually and customarily sold at sporting event concession facilities (but not including alcoholic beverages) on the Licensed Property for Soccer Alliance-sponsored and organized events including clinics, tournaments, and similar events.

7.02 Reservation of Rights. The City reserves the right to operate concessions at City designated or operated events.

ARTICLE VIII FACILITY ADVERTISING

8.01 Exclusive Right. Subject to the last sentence of this Section, the Soccer Alliance shall have the exclusive rights to solicit and display advertising at the City Soccer Fields, including banners and scoreboard panels. All advertising banners and signs shall be appropriate for youth-related activities. The Soccer Alliance may retain all revenues resulting from advertising banners and signs. The City may place signs and banners on the Licensed Property without charge.

8.02 Prohibited Signs, Locations. At the City's discretion, signs erected pursuant to Section 8.01 may be exempt from sign-permitting fees. No sign shall be erected that is in violation of the City's Unified Development Code. Under no circumstances shall signs be affixed to utility poles, light poles, traffic control devices, or to a building or parking location or directional signage. The City Manager or his/her designee may order the removal of any sign that is deemed by him/her to be out of compliance or in poor taste.

8.03 Material. All advertising banners attached to fencing shall be made of light-weight banner material. No wood advertising panels may be attached to any fencing.

8.04 Securing Advertising Material. All advertising attached to City-owned structures or fences must be properly secured to ensure the safety of users and visitors.

8.05 Damage, Repair. The Soccer Alliance shall be responsible for all damages caused by banners or other advertising signs on City property.

ARTICLE IX INSURANCE

9.01 City Insurance. The City shall provide insurance it deems appropriate for all facilities and equipment described on Exhibit A.

9.02 Soccer Alliance Insurance. The Soccer Alliance shall maintain commercial general liability insurance in the amount of at least \$1,000,000 per occurrence, \$1,000,000 annual aggregate, naming the City as additional insured, and shall provide the City on the Effective Date

with a certificate of insurance for that policy. If at any time the Soccer Alliance has any employees, it shall also maintain statutory workers compensation insurance and shall provide the City with a certificate of insurance for that policy granting a waiver or subrogation in favor of the City. Such insurance coverage may not be cancelled or reduced without at least thirty (30) days prior written notice to the City.

ARTICLE X
RELEASE AND INDEMNIFICATION

10.01 Release and Indemnification. The Soccer Alliance and its three constituent organizations each release and indemnify the City and its officers, agents, and employees from any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with this Agreement, including for the negligence of the City and its officers, agents, and employees. This obligation to indemnify shall include the retention of legal counsel for the City and the other indemnified parties, and investigation costs and all other reasonable costs, expenses, and liabilities of the City and the other indemnified parties arising from the initial notice that a claim or demand has been made or may be made.

ARTICLE XI
NOTICES

11.01 Notices. Unless otherwise provided in this Agreement, any notice, communication, request, or advice (herein severally and collectively for convenience called "notice") herein provided or permitted to be given, made or accepted by either Party to the other shall be in writing and may be given or be served by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to the City Manager of the City or the Authorized Representative of the Soccer Alliance, or by facsimile, when appropriate, addressed to the Party to be notified. Except as set forth below, notice given shall be effective only if and when received by the Party to be notified. Notice deposited in the Mail in the manner herein above described shall conclusively deemed to be effective, after the expiration of three (3) days after it is so deposited. For the purposes of notice, the addresses of the Parties shall, until change as hereinafter provided, be as shown below. The Parties may specify any other address in the State of Texas by at least fifteen (15) days written notice to the other Party.

If to the City:
City of Schertz, Texas
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

If to the Soccer Alliance:
Schertz Youth Soccer Alliance
P.O. Box 205
Schertz, Texas 78154
Attention: President

ARTICLE XII
GENERAL AND MISCELLANEOUS PROVISIONS

12.01 Regulatory Requirements. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations, and laws that may be applicable by the United States, the State of Texas, the City, or any other political subdivision regulatory agency having jurisdiction.

12.02 Non-Discrimination. The Soccer Alliance shall not discriminate against any participant or volunteer on the basis of age, race, sex, creed, religion, or national origin, or participant on the basis of race, sex, creed, religion or national origin. The Soccer Alliance shall comply with all applicable local, state, and federal employment, opportunity, and affirmative action rules, regulations, and laws.

12.03 Assignment. The Soccer Alliance may not assign its interests hereunder without the prior written consent of the City.

12.04 Implied Waiver. The failure of either Party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

12.05 Independent Contractor; No Agency. The Soccer Alliance is an independent contractor and operator and is solely responsible to all third parties for its acts or omissions. Under no circumstances shall the Soccer Alliance be or be deemed to be an agent of the City, and the Soccer Alliance shall have no authority to obligate the City financially or otherwise.

12.06 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other persons or circumstances shall not be affected thereby.

12.07 Merger. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. There are no agreements, covenants, representations, or warranties between the Parties as to the subject matter hereof other than those expressly stated or provided for herein.

12.08 Cooperation. Each Party hereby agrees that it shall take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

12.09 Governing Law. 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 Guadalupe County, Texas.

12.10 Amendments. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

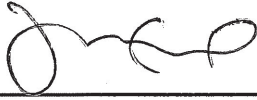
12.11 Counterparts. The Agreement may be executed in multiple counterparts, and such counterparts, when taken together, shall have the full force and effect of an original, fully executed instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY:

By:

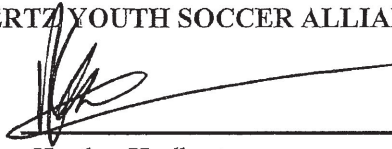


Name: John C. Kessel

Title: City Manager

SCHERTZ YOUTH SOCCER ALLIANCE:

By:



Name: Heather Hurlbert

Title: President

EXHIBIT A

CITY-OWNED IMPROVEMENTS AND EQUIPMENT

- 12 FIFA regulation soccer fields with operating irrigation systems and associated perimeter landscaping
- 2 Parking lots adjacent to soccer fields
- 24 soccer goals
- 6 Field light poles, 13 parking lot light poles and related electrical panels and controllers
- 1 Concession building with men's and women's restroom facilities/covered patio with 2 Big Ass overhead fans
- 1 Covered playscape adjacent to the concession building back patio