

## FIRST AMENDMENT TO AGREEMENT

This first amendment ("First Amendment") to the agreement dated November 1, 2005, (the "Agreement") by and between the City of Redlands ("Agency") and the American Youth Soccer Association ("AYSO") is made and entered into this 26<sup>th</sup> day of July, 2012. City and AYSO are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

### RECITALS

WHEREAS, it is the desire of City and AYSO to amend their existing Agreement to establish a date by which AYSO's annual payment is due to City;

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and AYSO agree as follows:

### AGREEMENT

Section 1. Subsection 7 B of the Agreement, entitled "AYSO Obligation," is hereby amended to read as follows:

- "7 B. AYSO Obligation: After the completion of construction for Phase Ib in accordance with the plans and specifications and all applicable laws and, prior to any use or occupancy of the Fields by AYSO, AYSO shall pay annually, to City, on or before July 1, the sum of thirty thousand dollars (\$30,000) towards City's maintenance costs for the Fields for such year, and shall provide City with volunteer labor towards annual maintenance of the Fields having an agreed upon "value" of fifteen thousand dollars (\$15,000). After the fifth annual payment, each subsequent annual payment, and the "value" of the provided labor, shall be adjusted by an amount equivalent to the percentage change in the consumer price index - all urban consumers (Los Angeles - Riverside - Orange County). All volunteer labor provided by AYSO for the Fields shall comply with the requirements of California Labor Code section 1720.4 as of the Effective Date of this Agreement, or as such section is subsequently amended. AYSO acknowledges and agrees that it is informed by City that AYSO's failure to comply with California Labor Code section 1720.4 may cause such volunteer labor to be deemed a "public work" for purposes of California Labor Code section 1720 et seq, (including the payment of prevailing wages for public works) and that AYSO shall be solely responsible for compliance with such public works laws. AYSO acknowledges and agrees that this section satisfies City's obligations imposed by California Labor Code section 1781. From time to time, AYSO, with the prior written consent of City, may undertake special work projects at the Fields, such as rehabilitation or vandalism repair, to support its youth soccer program and enhance the Fields. If the value of such special work projects exceeds the value of AYSO's annual labor contribution for that year, the City shall credit the value attributed to such special work project against the subsequent year's annual cash contribution, up to a maximum of ten thousand dollars (\$10,000) in any one year. The "value" of the special work projects shall be agreed upon by City and AYSO prior to AYSO undertaking any such work."

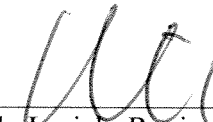
Section 2. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of August 7, 2012.

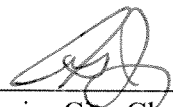
CITY OF REDLANDS

AMERICAN YOUTH SOCCER  
ORGANIZATION

By:   
Pete Aguilar, Mayor

By:   
Kyle Larick, Regional Commissioner

ATTEST:

By:   
Sam Irwin, City Clerk