

## **FACILITY USE AGREEMENT WITH SANTIAGO PARK ARCHERS FOR USE OF THE SANTIAGO PARK ARCHERY RANGE**

THIS FACILITY USE AGREEMENT is made and entered into on 5th day of June, 2025 by and between Santiago Park Archers, a California non-profit corporation (“User”), and the CITY OF SANTA ANA, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”). City and User are also referred to as “the Parties.”

### **RECITALS**

- A. The City is the owner of Santiago Park, including the Santiago Archery Range, located at 600 E. Memory Lane in the City of Santa Ana.
- B. User is a California non-profit mutual benefit corporation.
- C. City acknowledges the community need for programs such as those offered by User that encourage Santa Ana residents to engage in archery related activities and offer such activities in a safe environment.

The parties agree as follows:

#### **1. GRANT OF PERMISSION AND FACILITIES TO BE USED**

City hereby grants User the limited, non-exclusive right to utilize designated areas of Santiago Park and its archery range (“Facilities”) pursuant to the terms set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

#### **2. PUBLIC PURPOSE**

City acknowledges the public benefit provided by User to the City of Santa Ana through its uses and that User is a non-profit mutual benefit corporation. User shall be charged an annual rate under this Agreement, as set forth in **Exhibit A**.

#### **3. TERM**

This Agreement shall commence on the date first written above, for a term of five (5) years, unless terminated earlier in accordance with the terms of this Agreement. The term of this Agreement may be extended for up to two (2), one (1) year periods upon a writing executed by the City Manager and City Attorney.

#### **4. COMPLIANCE WITH RULES AND REGULATIONS**

User shall use and occupy the Facilities in a safe and careful manner and shall comply with all applicable local, state, and federal laws in its use of and activities in the Facilities, including as to the conduct of its employees, agents, clients, customers, guests,

and others using the Facilities by reason of this Agreement. User shall also comply with all rules and regulations of City in effect during its use of the Facilities. Failure to abide by such laws, rules, or regulations, or any condition of this Agreement, may result in the immediate termination of this Agreement in the sole discretion of the City.

## 5. BACKGROUND CHECKS

User shall ensure that all employees, subcontractors, and any volunteers are fingerprinted and background checked prior to conducting any work pursuant to this Agreement. User shall not assign any employee, agent, subcontractor, volunteer or the User personally to provide services pursuant to this Agreement, if that employee, agent, subcontractor, volunteer, or the User personally are required to register as a sex offender under California Penal Code Section 290 et seq, have a conviction for any crime of moral turpitude, have a conviction for a sexual based crime, have a conviction for a violent felony as defined in California Penal Code Section 667.5(c), or has a conviction for a serious felony as defined in California Penal Code Section 1192.7(c). Disqualifying convictions include but are not limited to, violations of California Penal Code Sections 37, 128, 136.1 with Section 186.22, 187, 190-190.4 and 192(a), 205, 206, 207-209.5, 211, 212, 212.5, 213, 214, 215, 218-219, 220, 236.1(b) or 236.1(c), 243.4, 261, 261.5, 273.5, 262, 264.1, 266, 266c, 266h, 266i, 266j, 267, 269, 272, 273a, 273ab, 273d, 285, 286, 288, 288a, 288.2, 288.3, 288.4, 288.5, 288.7, 289, 290, 311.1, 311.2, 311.3, 311.4, 311.10, 311.11, 314, 347(a), 368, 417(b), 451(a), 518 with 186.22, 647.6, 653f(c), 664 and 187, 667.5(c), 18745, 18750, or 18755, 12022.53, 11418(b)(1) or (b)(2); Business and Professions Code Section 729.

## 6. INDEMNIFICATION

User agrees to and shall indemnify, protect, defend, and hold harmless City, its officers, agents, employees, consultants, special counsel, and representatives from and against any and all claims, damages, judgments, attorney's fees, costs and expenses arising out of, involving, or in connection with the use of the Facilities or the acts or omissions of User, its officers, agents, employees, volunteers, guests, or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities.

## 7. INSURANCE

Without limiting User's indemnification obligations, User agrees to obtain and maintain during the term of the Agreement, and to require its subcontractors, if any, to obtain and maintain, insurance as described below:

User shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the User, his agents, representatives, employees or sub-Users.

**Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if organization has no employees).
- If the User maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the User including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the User’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage.** For any claims related to this contract, the User’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the User’s insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation.** User hereby grants to City a waiver of any right to subrogation which any insurer of said User may acquire against the City by virtue of the payment of any loss under such insurance. User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the User to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage.** User shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the User's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 8. CONFLICT OF INTEREST CLAUSE

User covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## 9. FORCE MAJUERE

In the event that the Facilities are rendered unavailable due to destruction, partial or total, acts of nature, work stoppages or other labor disturbances, civil commotion, war, or any other action by governmental agencies, or for any reason beyond the control of City, City shall have the right to terminate this Agreement without penalty.

## 10. LICENSES AND PERMITS

User represents and warrants that it, and any agents, independent contractors, subcontractors, vendors, or others acting on its behalf under or with respect to this Agreement, will at all times during the term of this Agreement have and maintain in force any and all licenses, permits, or approvals required by law for the conduct of User's activities under this Agreement.

11. DAMAGE TO FACILITIES

User shall be liable for any damage to the Facilities caused by any act of negligence of User, its partners, agents, servants, contractors, representatives, guests, employees, invitees, or customers. City may, at its option, repair such damage, and User agrees to reimburse City for the total cost of repair.

12. PROPERTY BELONGING TO USER

City shall not be responsible for lost, stolen, or damages property belonging to User, its partners, agents, servants, contractors, representatives, guests, employees, invitees, or customers.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and directed to the addresses below or such addresses as either party may later specify in writing. Notice is deemed effective on the date it is given if hand-delivered or received by facsimile that day. Notice given by U.S. mail shall be deemed to have been given three (3) business days after it is deposited in the U.S. mail, postage prepaid and addressed as follows:

To City:                      City Clerk  
                                    City of Santa Ana  
                                    20 Civic Center Plaza (M-30)  
                                    P.O. Box 1988  
                                    Santa Ana, California 92702-1988

With copies to:            Executive Director of Parks, Recreation and Community Services  
                                    City of Santa Ana  
                                    20 Civic Center Plaza (M-75)  
                                    P.O. Box 1988  
                                    Santa Ana, California 92702

and                              City Attorney  
                                    City of Santa Ana  
                                    20 Civic Center Plaza (M-29)  
                                    P.O. Box 1988  
                                    Santa Ana, California 92702

To User:                      SANTIAGO PARK ARCHERS  
                                    2542 N. Spurgeon St  
                                    Santa Ana, California 92706

#### 14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and User regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties regarding the use of the Facilities. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of User. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate User or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

#### 15. ASSIGNMENT

User may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. User shall not allow any other person or entity to use the Facilities without the prior written consent of City.

#### 16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice.

#### 17. NONDISCRIMINATION

User shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. User affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### 18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. AUTHORITY

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

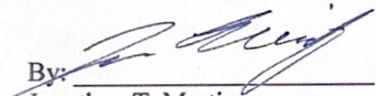
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

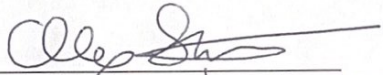
\_\_\_\_\_  
Alvaro Nunez  
City Manager

APPROVED AS TO FORM:


SANTIAGO PARK ARCHERS

SONIA R. CARVALHO  
City Attorney

By:   
\_\_\_\_\_  
Jonathan T. Martinez  
Assistant City Attorney

  
\_\_\_\_\_  
Name: Alexander Stover  
Title: President

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Hawk Scott  
Executive Director of Parks, Recreation,  
And Community Services Agency

## **EXHIBIT A**

### **1. Use**

- a. Santiago Archery Club (“User”) will have access to the Santiago Park Archery Range (“Range”) every Tuesday evening from 6:30 p.m. to 8:30 p.m.
- b. User will also have the ability to host 2 additional events outside of their standard Tuesday evening use with an attendance of under 40 people.
  - i. User must provide the City with a minimum of 4 weeks advance written notice of the special event. Any requests outside of this 4-week timeframe will be considered but not guaranteed. Any event larger than 40 people must be submitted to the Special Events Office for additional permit approval. These additional events (under 40 people) are covered under this Agreement without additional fees.

### **2. Equipment**

- a. City Parks Maintenance Division will provide, at its expense, a total of 9 *Arrolast* target bales. The additional, 9<sup>th</sup> bale will be installed at a shorter distance for younger participants.
- b. Purchase of new bales will take place the month following final signatures of this agreement and yearly thereafter.
- c. Installation and maintenance of bales will be the responsibility of User.

### **3. Storage**

- a. User will have access to the on-site building in the southeastern corner of the Range to store targets, equipment, and other maintenance supplies. User shall be permitted only one key to the building and may only access the building during the days/hours as detailed below:
  - i. Per Section 1.a., above, every Tuesday evening from 6:00 p.m. until 9:00 p.m.
  - ii. Per Section 1.b., above, for special events upon written confirmation with the City confirming the date(s) and times for said events.
  - iii. Per Section 2.c., above, for installation and maintenance of the bales described therein, which regularly occurs annually during the first week of January, between the hours of 10:00 a.m. through 2:00 p.m. City and User agree that maintenance schedules may be subject to change, upon written confirmation from the City, to allow for reasonable scheduling changes, including inclement weather.
- b. User is responsible for keeping its identified storage area clean, accessible, and orderly during the duration of the agreement, so that City Personnel could access the building/area with relative ease.
- c. User will notify City Parks Maintenance immediately of any building issues, including damage, vandalism, and/or theft at the facility.



#### **4. Payment**

- a. User will be charged an annual amount of \$1,040.00 payable on the first of the month following execution of this agreement and the anniversary each year thereafter.
- b. This fee includes the use of the facility contemplated in Section 1, above.
- c. The fee in Section 4(a), above, will be based on the Group 3 Resident Recreation Rate in the Miscellaneous Fee Schedule. If the Fee Schedule changes, the annual rate will change to match the current adopted Fee Schedule.

# Santiago Park Archers - Facilities Use Agreement (CAO and Club signed) (updated) (2049718.2)

Final Audit Report

2025-05-15

Created:	2025-05-15
By:	Stephanie Garcia (SGarcia5@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK6duaAJKKkxxGtPnXvs4FkMLJj--ntrg

## "Santiago Park Archers - Facilities Use Agreement (CAO and Club signed) (updated)(2049718.2)" History



Document created by Stephanie Garcia (SGarcia5@santa-ana.org)

2025-05-15 - 11:27:26 PM GMT



Document emailed to Hawk Scott (hscott@santa-ana.org) for signature

2025-05-15 - 11:27:31 PM GMT



Email viewed by Hawk Scott (hscott@santa-ana.org)

2025-05-15 - 11:27:40 PM GMT



Document e-signed by Hawk Scott (hscott@santa-ana.org)

Signature Date: 2025-05-15 - 11:27:52 PM GMT - Time Source: server



Agreement completed.

2025-05-15 - 11:27:52 PM GMT



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