

**MINI PITCH PROGRAM**  
**DONATION AGREEMENT – FISCAL YEAR 2025**

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of July 16, 2024 (“Effective Date”), the United States Soccer Foundation, Inc. (“Foundation”) agrees to award a Grant (“Grant”), as further described below, to the **City of Chula Vista**, (“Grantee”) **FY25-721**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:**                   **U.S. Soccer Foundation**  
Attn: Operations Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036

**Grantee:**                           **City of Chula Vista**  
Attn: Courtney Chase  
276 Fourth Avenue  
Chula Vista, CA 91910

2. **Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$100,000**.

3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide one Mini Pitch. The Foundation will furnish, or will cause to be furnished, all materials, equipment, services, and labor, and will perform, or cause to be performed, all work necessary, in strict accordance with all City of Chula Vista and other applicable permits, standards, and specifications, whether now existing or hereinafter approved, for installation of the Mini Pitch at **Harborside Park** (the “Grant Project”).

Foundation expressly warrants and agrees that any and all services under this Agreement shall be performed in accordance with the highest standard of care exercised by members of a profession currently practicing under similar conditions and in similar locations. In its performance of obligations under this Agreement, Foundation expressly warrants and agrees that it shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

4. **Grantee Covenants:** In order to encourage Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:

(a) Grantee agrees to fund and execute the additional surface work required for the Grant Project, specifically the pouring of the new asphalt or concrete pad at Harborside Park, with the measurements no smaller than 90’ x 50’, to accommodate the Mini-Pitch. The new asphalt or concrete pad must be completed by August 15, 2024, or the Foundation cannot guarantee the completion of the Grant Project by the end of 2024.

(b) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.

- (c) In preparation for the Mini Pitch installation, Grantee will provide necessary access to the Foundation's Vendor, which includes, but is not limited to: identification and communication of underground utilities or other access issues related to the Vendor's ability to access the Mini Pitch location via forklift, temporary removal of chain link fencing, and providing access for both freight truck parking for delivery and 2-wheel drive rubber tire equipment for installation at the designated location within the overall site. Additionally, Grantee will complete electrical work to provide power to the Mini Pitch either before installation commences or within 3 months of the installation completion. Such electrical work includes providing a 120-volt control circuit and lighting circuit.

Grantee will also provide an area on site for disposal of packaging materials prior to the Mini Pitch installation.

Should Grantee fail to provide such access and information, especially as it relates to underground utilities, the Foundation and Vendor shall not be responsible for damage caused by Vendor during installation. Additionally, if the Mini Pitch location is accessible only via grass pathways, Vendor shall not be responsible for potential damage to such grass pathway areas.

- (d) Upon completion of the Mini Pitch, Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch.
- (e) Grantee presently owns the property on which the Mini Pitch will be built.
- (f) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations, and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

5. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to allow successful completion of the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.

6. **Grantee Reports:**

- (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall complete to Foundation a report, provided by the Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players, with appropriate parental consent, and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
- (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.

- (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.

**7. Publicity Material and Recognition:**

- (a) Grantee, upon written approval by the Foundation, may recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
- (b) The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. The Foundation, upon written approval by Grantee, may utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
- (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation.

- 8. Awareness Opportunities:** Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), and/or that of its funding partners, on the surface of the Mini Pitch, after approval of the Grantee. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install signs/banners on the fence surrounding the Mini Pitch, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

- 9. Grant Project Not Assignable:** The Grant Project is intended solely for the benefit of Grantee. No benefit of the Grant Project may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
- 10. Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
- 11. Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER. FOR THE AVOIDANCE OF DOUBT,

THIS SECTION DOES NOT AND SHALL NOT LIMIT ANY OF THE FOUNDATIONS AS SET FORTH IN SECTION 13 OF THIS AGREEMENT.

12. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety, and condition of the Mini Pitch, except those risks or liabilities caused, or alleged to be caused, by the negligence or willful misconduct of Foundation.
13. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns (“Foundation Parties”) from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Grant Project, the Mini Pitch, or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person’s use of the Mini Pitch, whether authorized or unauthorized, proper or improper except Claims caused, or alleged to be caused, by the negligence or willful misconduct of Foundation. Grantee’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 14 of this Agreement.

Foundation agrees to indemnify, defend and hold harmless Grantee, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns (“Grantee Parties”) from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Grant Project, the Mini Pitch, or this Agreement, and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the supply, delivery, or construction of the Mini Pitch, or any person’s use of the Mini Pitch, whether authorized or unauthorized, proper or improper, except Claims caused, or alleged to be caused, by the sole negligence or willful misconduct of Grantee. Foundation’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Foundation will maintain the insurance described in Section 14 of this Agreement.

14. **Insurance Requirements:**
- (a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its expense, the following insurance, or equivalent self-insurance, which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement:
- (i) **Commercial General Liability** insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
  - (ii) **Automobile Liability** insurance covering liability arising out of the Grantee’s use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.

- (iii) Workers' Compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced, or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

**(b) Insurance Requirements of Foundation.** At all times while the Mini Pitch is in place, Foundation shall provide and maintain, at its expense, the following insurance, or equivalent self-insurance, which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Mini Pitch Project and the Mini Pitch to this Agreement:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the City, its officers, officials, employees, agents, and volunteers as Additional Insureds.
- (ii) Automobile Liability insurance covering liability arising out of Foundation's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers' Compensation insurance covering employees of Foundation involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are satisfactory to Grantee and that are licensed to do business in the state in which the Mini Pitch is located. Foundation shall not allow any of the required policies to be materially changed, reduced or cancelled unless Foundation provides thirty (30) days prior written notice thereof to Grantee.

Upon execution of this Agreement, Foundation shall provide Grantee with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

15. **Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
16. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.
17. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of California without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in California, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
18. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
19. **Notices:** Any notices given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as provided or at such other address as Foundation may designate, or (b) if to Grantee, at the address of Grantee provided or at such other address as Grantee may designate.
20. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived, or canceled except by an agreement in writing and executed by each of the parties hereto.
21. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
22. **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.
23. **Electronic Signatures.** The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document signed or to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic

matching of assignment terms and contract formations on electronic platforms approved by the Parties, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date written below.

**U.S. Soccer Foundation**

**City of Chula Vista**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rob Kaler,  
COO & General Counsel

By: \_\_\_\_\_  
Maria V. Kachadoorian  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marco A. Verdugo,  
City Attorney

ATTACHMENT A

