

**NINTH AMENDMENT TO STADIUM  
INTERIM MANAGEMENT AGREEMENT**

**THIS NINTH AMENDMENT TO STADIUM INTERIM MANAGEMENT AGREEMENT** (“Ninth Amendment”), dated for identification as of January 10, 2023, is made by and between the **SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE** (“Successor Agency”), and the **LAKE ELSINORE STORM LP**, a California limited partnership (“Storm”).

**RECITALS**

The following recitals are a substantive part of this Ninth Amendment:

A. The City Council of the City of Lake Elsinore adopted a redevelopment plan (the “Redevelopment Plan”) for an area within the City known as the Rancho Laguna Redevelopment Project Area 3 (the “Project Area”) by way of its approval of Ordinance No. 815 on September 8, 1987, as thereafter amended by Ordinance No. 987 adopted on November 22, 1994.

B. In furtherance of the Redevelopment Plan and that certain First Amendment to Amended and Restated Option Agreement Under Threat of Condemnation and Irrevocable Offer To Donate Stadium Site and Stadium Access Parcel and Unconditional Acceptance Subject To Covenants, Conditions, Restrictions and Reservations (“Offer to Donate”) dated August 5, 1993, the former Redevelopment Agency of the City of Lake Elsinore acquired certain real property for redevelopment purposes and thereafter, in 1994, completed the “Lake Elsinore Diamond Stadium” on property donated for purposes of developing a minor league professional baseball stadium.

C. In furtherance of the Redevelopment Plan and the covenants, conditions, restrictions and reservations set forth in the Offer to Donate restricting the use of the property as a minor league professional baseball stadium for a minimum of fifty (50) years, the former Redevelopment Agency operated, managed and maintained the Lake Elsinore Diamond Stadium and the property (collectively, the Premises”) pursuant to various agreements, including the Stadium Operations Contracts.

D. Following the dissolution of the former Redevelopment Agency, the Successor Agency entered into that certain Stadium Interim Management Agreement dated January 1, 2013 (the “Interim Agreement”) to provide for the performance of the enforceable obligations under the Stadium Operation Contracts and the Offer to Donate, including maintenance, management, promotion and operations of the Premises. Capitalized terms used herein which are not otherwise defined herein shall have the meaning ascribed to them in the Interim Agreement.

E. The Interim Agreement was successfully implemented during calendar year 2013 to provide for efficient and cost effective management, maintenance and operation of the Premises.

F. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for calendar year 2014, the Successor Agency and the Storm entered into that certain First Amendment (2014) to Stadium Interim Management Agreement dated September 24, 2013 (the “First Amendment”).

G. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for calendar year 2015, the Successor Agency and the Storm entered into that certain Second Amendment (2015) to Stadium Interim Management Agreement dated September 23, 2014 (the “Second Amendment”).

H. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for calendar year 2016, the Successor Agency and the Storm entered into that certain Third Amendment (2016) to Stadium Interim Management Agreement dated September 22, 2015 (the “Third Amendment”).

I. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for January 1 2017 – June 30, 2018, the Successor Agency and the Storm entered into that certain Fourth Amendment (2017-2018) to Stadium Interim Management Agreement dated September 27, 2016 (the “Fourth Amendment”).

J. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for July 1, 2018 – June 30, 2019, the Successor Agency and the Storm entered into that certain Restated Fifth Amendment (2018-2019) to Stadium Interim Management Agreement dated May 8, 2018 (the “Fifth Amendment”).

K. In order to avoid significant uncertainty, disruption and potential financial liabilities caused by the expiration of the Fifth Amendment in the middle of the 2019 baseball season, the Successor Agency and Storm entered into that certain Extension to Restated Fifth Amendment to Stadium Interim Management Agreement (“Extension”) dated June 26, 2018 which extended the term of the Fifth Amendment to September 30, 2019.

L. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for October 1, 2019 to September 30, 2020, the Successor Agency and the Storm entered into that certain Sixth Amendment to Stadium Interim Management Agreement dated January 8, 2019 (the “Sixth Amendment”).

M. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for October 1, 2020 to September 30, 2022, the Successor Agency and the Storm entered into that certain Seventh Amendment to Stadium Interim Management Agreement dated January 14, 2020 and the Amended and Restated Seventh Amendment to Stadium Interim Management Agreement dated January 12, 2021 (collectively the “Seventh Amendment”).

N. In order to provide for continued efficient and cost effective management, maintenance and operation of the Premises for October 1, 2022 to September 30, 2023, the Successor Agency and the Storm entered into that certain Eighth Amendment to Stadium Interim Management Agreement dated January 11, 2022 and the First Amendment to the Eighth Amendment to Stadium Interim Management Agreement dated September 13, 2022 (collectively, the “Eighth Amendment”).

O. The obligations set forth in the Interim Agreement and the First through Eighth Amendments have been included in prior Recognized Obligation Payment Schedules (ROPS) approved by the Successor Agency, the Oversight Board of the Successor Agency, the

Countywide Oversight Board for Riverside County (“Oversight Board”) and the Department of Finance (“DOF”).

P. The 2020 and 2021 baseball seasons suffered tremendous challenges due to the COVID-19 pandemic. The Minor League baseball 2020 season was cancelled, the 2021 season modified and Stadium operations overall were significantly restricted. Major League Baseball (MLB) engaged in a sweeping overhaul of the player development structure during the 2020 off-season, eliminating the National Association of Professional Baseball Leagues (NAPBL) as the governing structure and cutting approximately twenty-five percent (25%) of minor league affiliates. Remaining affiliates, including the Storm, now contract directly with MLB under a new Player Development License agreement aimed at modernizing facilities and improving player training and logistics. In this restructure the Storm has been designated as a “Class A.”

Q. The impacts of COVID-19, MLB’s restructuring in 2020, the revised operational and capital requirements and facilities standards established by MLB in the Player Development License, enhanced cleaning requirements, increases in minimum wage and persistent inflationary pressures have affected Stadium operations. These impacts must be addressed in the Stadium operations budget assumptions and projections for the continued efficient and cost effective management, maintenance and operation of the Premises in accordance with the Stadium Operations Contracts and the Interim Agreement. In order to provide certainty to the Successor Agency and the Storm through the 2024 baseball season, the parties desire to enter into this Ninth Amendment.

R. The Stadium Operations Contracts and the covenants, conditions, restrictions and reservations set forth in the Offer to Donate remain enforceable obligations within the meaning of Health and Safety Code (“HSC”) Section 34171(d)(1)(E) and the Successor Agency seeks to (1) provide for the continued efficient and cost effective management, maintenance and operation of the Premises, and (2) retain the Storm, which possesses the experience and qualifications to continue to carry out such obligations. Engagement of the Storm is necessary and consistent with the legislative authorization contained in HSC Section 34171(d)(1)(F) allowing successor agencies to enter into enforceable obligations for the purpose of maintaining the assets of the former Redevelopment Agency and to ensure that the “Lake Elsinore Storm,” owned by Storm LP, continues to play its home baseball games at the Stadium in accordance with the Stadium Operations Contracts.

S. Capital repairs for the period commencing October 1, 2023 through September 30, 2024 necessary to address increased costs, scheduling delays, emergency repairs, new MLB requirements for minor league audit and facilities standards as necessary to protect the structural components and operational systems of the twenty-nine (29) year old Stadium and to protect the safety of the players and the spectators consistent with applicable laws and MLB standards are set forth in Exhibit “C” to this Ninth Amendment.

T. In accordance with HSC Section 34177(o)(1), the Successor Agency adopted and submitted to DOF a Recognized Obligation Payment Schedule (“ROPS”) for the period from July 1, 2023 through June 30, 2024 which includes the Successor Agency obligations set forth in this Ninth Amendment and lists, among other things, as enforceable obligations of the Successor Agency, the following obligations related to the Premises as more fully described and referenced therein:

- (i) Concession License Agreement, as amended (“Concession Agreement”);
- (ii) License Agreement, as amended (“License Agreement”);
- (iii) Stadium Field and Maintenance Agreement, as amended (“Maintenance Agreement”);
- (iv) Stadium operations and maintenance obligations; and
- (v) the Interim Agreement.

U. In furtherance of the purpose and intentions of the parties with respect to the Interim Agreement, the parties hereto agree to amend the Interim Agreement as provided herein.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals and the terms contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Business Plan.** Not later than March 1 of each year during the Term, the Storm shall submit to the Executive Director of the Successor Agency (“Executive Director”) a Business Plan detailing the Storm’s operational and financial objectives for the Lake Elsinore Diamond Stadium during the Term of this Interim Agreement, as amended, including the 2023 and 2024 baseball seasons. The Business Plan shall include (a) management and labor requirements, (b) marketing and promotional objectives, including special events, advertising and cross-marketing efforts, (c) a COVID-19 Readiness Plan and proposals to improve general maintenance and efficiencies which may include updated and revised Maintenance Schedules for all areas of the Premises, including the concourse, snack bar and concession areas, outdoor landscaping and trash enclosures, (d) license, permit or other approval applications or renewals, if any, and (e) other relevant data or information relating to the performance by the Storm of its obligations under the Interim Agreement as amended.

2. **Maintenance.** Section 2.1 of the Interim Agreement, entitled “Maintenance” is hereby amended and restated in its entirety as follows:

#### **2.1 Maintenance**

The Storm shall be solely responsible for complying with the Maintenance Standards (Exhibit “B”) and shall comply with all applicable MLB maintenance standards and protocols as set forth in the Player Development License and all applicable federal, state and local requirements (including guidelines issued by the Center for Disease Control and the Riverside County Public Health Department) relating to COVID-19 or other public health concern. Subject to the Successor Agency’s obligations herein with respect to Capital Repairs, throughout the Term and subject to the terms and conditions of the Stadium Operations Contracts, the Storm shall take all additional necessary actions to maintain the Premises and all components thereof, of whatever kind or nature, to keep the

Premises in a first class condition and a good state of appearance and repair, ordinary wear and tear excepted.

3. **Review Meetings.** Section 2.4 of the Interim Agreement, entitled “Review Meetings” is hereby amended and restated in its entirety as follows:

**2.4 Review Meetings/Facilities Inspections.**

(a) **Quarterly Meetings.** As often as necessary, but in no event less than one time per quarter during the Term, the General Manager, or designee, and the Executive Director, or designee, shall meet at a mutually agreed upon time and place in order to discuss the condition of the Stadium and the performance of the Storm hereunder and any other applicable issues.

(b) **Periodic Inspections.** As often as necessary, but in no event less than one time during the Term, the Successor Agency shall engage a third party inspector to inspect the Premises and evaluate the condition of the capital facilities as well as the general maintenance of the Premises. The Executive Director shall provide the General Manager not less than fifteen (15) days prior notice of the third-party inspection(s). Capital facility repair needs identified by the third party inspector shall be incorporated into the Schedule of Capital Repairs pursuant to Section 2.4(c). Maintenance deficiencies identified by the third party inspector shall be remedied by the Storm as necessary to keep the Premises in a first class condition and a good state of appearance and repair consistent with the Maintenance Standards and as required by this Interim Agreement. Failure by the Storm to remedy maintenance deficiencies identified by the third party inspector shall be a Default pursuant to Section 19.1 of this Interim Agreement.

(c) **Annual Facilities Inspections.** Not later than September of each year during the Term, the General Manager, or designee, and the Executive Director, or designee, shall (i) inspect the Stadium and conduct a facilities review to assess the condition of the Stadium and capital repair needs, and (ii) review the annual revenues and operating expenses for the prior July 1 – June 30 period to assess operational efficiencies. Prior to December 31, 2023, the General Manager, or designee, and the Executive Director, or designee, shall complete an Annual Operating Budget and Schedule of Capital Repairs, including estimated costs, for the period commencing October 1, 2024 – September 30, 2025.

4. **Utilities.** Section 5 of the Interim Agreement, entitled “Utilities” is hereby amended and restated in its entirety as follows:

**5. Utilities.** Notwithstanding any contrary provision contained in the Stadium Operations Contracts, the Storm shall be responsible for the payment of all Utilities regardless of whether the utility account is in the name of the Storm, the Successor Agency or City of Lake Elsinore. The Storm agrees to cooperate with the Successor Agency to explore ways to incorporate the use of or replace existing systems with alternative clean energy and to improve energy efficiency,

including electrical utility savings by way of power purchase agreements through the Southwest Riverside County Energy Authority. An energy assessment will be conducted during the Annual Inspection/Facilities Review pursuant to Section 2.4(c) and an amount equal to any savings accounted for from the prior fiscal year shall be subtracted from the Additional Interim Management Fee to be paid for the following fiscal year pursuant to Section 7.2(d).

5. **Term of Agreement; Termination.** Section 6 of the Interim Agreement, entitled “Term of Agreement; Termination,” is hereby deleted in its entirety and replaced with the following:

**6. Term of Agreement; Termination**

**6.1. Term.** The term of this Interim Agreement (hereinafter the “Term”) shall commence on the Effective Date and shall, unless earlier terminated in accordance with Sections 6.2, 19, or 20 hereof, shall expire September 30, 2024.

**6.2. Rights of Termination.**

**(a) September 30, 2023 Termination.** Successor Agency may terminate this Interim Agreement effective as of September 30, 2023, by giving written notice thereof to the Storm no later than June 30, 2023.

**(b) Default.** The Successor Agency and Storm shall have the right to terminate this Interim Agreement as a result of an uncured Default hereunder. Any such termination shall be made in accordance with Sections 19 or 20.

**(c) Party’s Property and Offset.** Upon termination of this Interim Agreement under this Section 6.2, all materials and equipment purchased by either party hereunder in connection with this Interim Agreement shall remain that party’s property. In addition, the Storm shall be entitled to payment for all of the Storm’s services rendered hereunder through the effective date of any such termination.

**(d) Effect of Termination.** Notwithstanding the termination of this Interim Agreement pursuant to this Section 6.2, the provisions of Stadium Operations Contracts shall remain in full force and effect.

6. **Stadium Use.** Section 4.3 of the Interim Agreement, entitled “Stadium Use,” is hereby deleted in its entirety and replaced with the following:

**4.3. Stadium Use.**

**(a) Storm Games.** During the Term, the Storm shall play its home baseball games at the Stadium, including pre-season, regular season and play-off games as scheduled by the MLB and shall have the right to use the Stadium for baseball practices and workouts. Upon receipt from the MLB, each year during the Term, the Storm will provide the Executive Director with the written, proposed schedule for all professional baseball games involving the Storm for the coming baseball season including all pre-season games, a reasonable number of dates to be held for playoff

games, as required by the MLB, and practices and workouts (collectively, the “Storm Games”).

**(b) Other Storm Events.** In addition to the use of the Stadium for the Storm Games, the Storm shall have the right to use the Stadium for non-baseball related exhibitions, ceremonies or events (the “Other Storm Events”) on dates which the Stadium is not otherwise in use for Storm Games or other reserved uses, at its sole cost and expense, without any additional license fee or charge incurred, except for Storm’s obligation with respect to maintenance as provided herein and subject to the conditions set forth below.

**i. Lake Elsinore Diamond Stadium.** All promotional and marketing materials for all Other Storm Events shall include the name “Lake Elsinore Diamond Stadium.”

**ii. Special Event Permit.** The Storm shall obtain a Special Event Permit for all Other Storm Events from the City of Lake Elsinore in accordance with Chapter 5.108 of the Lake Elsinore Municipal Code, as now exists or as may hereafter be amended, including submittal of an application not less than sixty (60) days prior to the event and compliance with the Special Event Permit Requirements for Other Storm Events (Exhibit “D” attached hereto and incorporated by reference herein) and such additional conditions of approval as may be deemed necessary or appropriate by the City in connection with the issuance of a Special Event Permit for the Other Storm Event. Concurrent with the submittal of the special event application package to the City, the Storm shall notify the Executive Director in writing of the proposed date and title of the Other Storm Event and a promotional/marketing plan demonstrating the anticipated attendance.

**ii. Governmental Regulations/Permits.** The Storm shall comply with all applicable local, state, and federal laws, ordinances, rules, regulations and requirements (including without limitation land use and zoning, environmental, labor and prevailing wage, occupational Health & Safety, building and fire codes) in connection with the promotion and operation of Other Storm Events and shall apply for, secure, maintain and comply with all required licenses and/or permits. The Storm shall use commercially reasonable efforts to cause any users of the Stadium to report and pay sales taxes as generated within the City in accordance with all applicable laws.

**iii. Quality Standards.** The Storm shall conduct Other Storm Events in accordance with the highest standards for cleanliness and quality and shall comply with all applicable terms and conditions of this Interim Agreement and the Stadium Operations Contracts.

**(c) City/Agency Use.** The Successor Agency, for itself and on behalf of the City of Lake Elsinore, reserves the right to use the Stadium, including without limitation, the Agency Suite and the Diamond Club for meetings, conferences and other events provided the Successor Agency notifies the Storm in advance.

Notwithstanding the foregoing, the Storm shall have the right to use the Stadium on the days set forth in the schedule for the Storm Games and for Other Storm Events approved in accordance with the provisions of Section 4.3 (b) and the Successor Agency will not schedule any other events at the Stadium on the day of a Storm Game or other Storm Event if such event would interfere with the Storm's use of the Stadium.

**(d) Agency Suite.** For all Storm Games and Other Storm Events, free of any charge to Successor Agency, the Storm shall (i) secure and deliver to the Successor Agency tickets and parking passes for use of the Agency Suite, or (ii) provide reasonable alternative methods of access to the Agency Suite and Agency Parking. In the event the Successor Agency elects not to use the Agency Suite for any Other Storm Event, the Storm, including its representatives and invitees, may use the Agency Suite. The Storm shall indemnify and hold the Successor Agency and the City harmless from any loss, cost or expense or damage to Successor Agency property associated or in connection with use of the Agency Suite by third parties.

7. **Compensation.** Section 7 of the Interim Agreement, entitled "Compensation," is hereby deleted in its entirety and replaced with the following:

## **7. Compensation**

**7.1. Stadium Operations Contracts Compensation Recap.** Pursuant to the Stadium Operations Contracts, the Storm and/or the Successor Agency are entitled to compensation during the Term as follows:

**(a) License Fee:** Under the License Agreement, the Storm is required to pay to the Successor Agency a License Fee in the amount of \$590,420 for the period commencing October 1, 2023 through September 30, 2024.

**(b) Percentage of Concessions:** Under the Concession Agreement, the Storm's affiliate, Golden State, is required to pay Successor Agency a percentage of the GRCS pursuant to Section 6 thereof (the "GRCS Concession Fee.").

**(c) Annual Maintenance Fee:** Under the Maintenance Agreement, Successor Agency is required to pay Storm an Annual Maintenance Fee in the amount of \$280,003 for the period commencing October 1, 2023 through September 30, 2024.

**7.2. Storm Compensation.** Commencing upon the Commencement Date (October 1, 2023), and continuing through the expiration of the Term, as consideration for the performance of the services set forth herein, the Storm shall be compensated as follows:

**(a) Assignment of GRCS Concession Fee.** Successor Agency hereby assigns Successor Agency's right to payment of the GRCS Concession Fee under the Concession Agreement to the Storm during the Term, estimated at \$34,000 annually; and



**(b) Waiver of License Fee.** Successor Agency hereby waives Successor Agency's right to payment of the License Fee under the License Agreement during the Term as an offset against the payments due by the Successor Agency to the Storm hereunder; and

**(c) Payment of Annual Maintenance Fee.** Successor Agency shall continue to pay the Annual Maintenance Fee as identified in Section 7.1(c) (i.e., \$280,003 for the period commencing October 1, 2023 through September 30, 2024.

**(d) Payment of Additional Interim Management Fee.** Successor Agency shall pay to Storm an "Additional Interim Management Fee" in the amount of \$881,408 for the period commencing October 1, 2023 through September 30, 2024, which shall be payable in equal monthly installments.

The Annual Maintenance Fee together with the Additional Interim Management Fee will result in total cash payment from the Successor Agency to the Storm of \$1,161,411 for the period commencing October 1, 2023 through September 30, 2024 as consideration for services provided under the Stadium Operations Contracts and this Interim Agreement, which aggregate amount shall be payable in equal monthly installments of \$96,784.25 for the period commencing October 1, 2023 through September 30, 2024.

The Storm acknowledges and agrees that in no event will the Successor Agency be required to provide the Storm with any other form of payment for performance of the services as provided in this Interim Agreement. The parties acknowledge that the historic operating costs of the Stadium equal or exceed the compensation due to Storm hereunder and that it is in each of the party's best interests to enter into this Interim Agreement for the efficient use and operation of the Stadium.

8. **Capital Repairs.** Section 8 of the Interim Agreement, entitled "Capital Repairs," is hereby deleted in its entirety and replaced with the following:

**8. Capital Repairs.**

Capital Repairs shall be governed by the applicable provisions of the Stadium Operations Contracts and as set forth herein. As defined in the Maintenance Agreement, "Capital Repairs" means all activities, and the provision of all labor and materials which are reasonably required to improve, repair, refurbish, modify, restore and/or replace, when reasonably necessary, the Stadium, or portions or components thereof, and the costs and expenses of which equal or exceed Five Hundred Dollars (\$500.00). Notwithstanding the foregoing, the term Capital Repairs as used herein does not include the Storm's responsibility for maintenance and upkeep as set forth in Section 2 of this Interim Agreement and the Maintenance Standards (Exhibit "B").

A Capital Repair Schedule with estimated costs for the period commencing October 1, 2023 through September 30, 2024 is set forth in Exhibit "C" attached hereto and incorporated by reference herein. The Capital Repair Schedule is

intended to assist the Successor Agency in budgeting for Capital Repairs during the Term, but does not limit the Successor Agency's responsibilities under the Stadium Operations Contracts. Upon receipt of real property tax trust funds for Capital Repairs, the Executive Director shall, to the extent permitted by applicable legal requirements, deposit those funds into a Capital Repair trust account to be expended by the Successor Agency solely for purposes of satisfying its Capital Repair obligations consistent with the Stadium Operations Contracts and this Interim Agreement.

The Executive Director or designee will designate certain Capital Projects that shall be subject to the Department of Public Works' direct administration of the bid process and award of contract consistent with the applicable legal requirements. The Storm will undertake and complete such other Capital Repairs as set forth in Exhibit "C" as are mutually agreed. To the extent that the Storm undertakes such other Capital Repairs not undertaken by the Successor Agency, the Storm shall obtain not less than three (3) bids from qualified contractors unless otherwise excused by the Executive Director. Without limiting the Executive Director's discretion, the bidding requirement herein may be excused in situations involving emergencies and sole source contractors. In addition, the Storm acknowledges the general requirement that certain Capital Repairs are subject to the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates with respect to certain capital improvements, repairs and maintenance work paid for in whole or in part out of public funds. Accordingly, the Storm agrees to, in the administrative of the bidding and contractor selection process, inform prospective bidders of the requirement to comply with the Prevailing Wage Laws. The Storm may confer with the Executive Director and seek direction with respect to whether or not a certain Capital Repair is subject to the Prevailing Wage Law.

Prior to the Storm awarding a contract for a Capital Repair to a qualified contractor, the Executive Director shall: (i) confirm that the Storm has followed the proper bidding procedures for selection of a contractor; and (ii) approve the selection of the contractor and the form of any agreement between the Storm and the contractor.

Upon completion of the Capital Repair (or a component thereof supporting a deposit or in-progress reimbursement), the Storm shall deliver to the Executive Director a written reimbursement request and supporting documentation (such as third party invoices, lien releases and cancelled checks). To the extent that the reimbursement request is for a completed Capital Repair, the Storm shall, if applicable, submit as-built drawings or similar plans and specifications for the items to be reimbursed.

9. **Insurance.** Section 10 of the Interim Agreement, entitled "Insurance" is hereby amended and restated in its entirety as follows:

**10. Insurance.** The Storm shall maintain insurance as set forth in Section 13 of the License Agreement at all times during the term of this Interim Agreement. In addition, the Storm shall maintain liquor liability coverage in an amount not less than \$5 million at all times during the term of this Interim Agreement. The liquor liability coverage required pursuant to this Section 10 shall be separate from the coverage that may be required by the City of Lake Elsinore as a condition of approval to a Special Event Permit obtained in accordance with Section 4.3(b) herein.

8. **City Manager/Executive Director.** The City Manager of the City of Lake Elsinore serves in the capacity as Executive Director of the Successor Agency and all references to “City Manager” in the Interim Agreement shall be synonymous with “Executive Director” as used in this Ninth Amendment and vice versa.

9. **Accuracy of Recitals.** The Parties acknowledge the accuracy of the foregoing Recitals, which are incorporated herein by this reference.

10. **Authority; Priority of Amendment.** This Ninth Amendment is executed by the Parties’ authorized representatives. Except as expressly modified herein, all of the terms of the Interim Agreement shall remain unchanged and in full force and effect, and the Parties shall continue to fulfill their respective obligations under the Interim Agreement as amended by this Ninth Amendment. To the extent of any conflict between the terms of the Interim Agreement and the terms of this Ninth Amendment, the terms of this Ninth Amendment shall control.

11. **Captions.** The captions appearing in this Ninth Amendment are for convenience only and are not a part of this Ninth Amendment and do not in any way limit, amplify, define, construe, or describe the scope or intent of the terms or provisions of this Ninth Amendment.

12. **Counterparts.** This Ninth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same document.

13. **Commencement Date.** The provisions of this Ninth Amendment shall commence on October 1, 2023 (the “Commencement Date”).

**IN WITNESS WHEREOF**, the parties have executed this NINTH AMENDMENT TO STADIUM INTERIM MANAGEMENT AGREEMENT on the respective dates set forth below.

**“SUCCESSOR AGENCY”**

**SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF LAKE ELSINORE**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Simpson,  
Executive Director

**ATTEST:**

**SUCCESSOR AGENCY SECRETARY**

By: \_\_\_\_\_  
Candice Alvarez, MMC,

**APPROVED AS TO FORM:**

**LEIBOLD McCLENDON & MANN, P.C.**  
Successor Agency Counsel

By: \_\_\_\_\_  
Barbara Leibold

**“STORM”**

**LAKE ELSINORE STORM LP, a**  
California limited partnership

By: **GJJ STORM MANAGEMENT,**  
**LLC**, a California limited liability  
company  
Its: General Partner

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary E. Jacobs, Manager

**EXHIBIT “C”**

**CAPITAL REPAIR SCHEDULE**

<b>DESCRIPTION – SUCCESSOR AGENCY</b>	<b>OCTOBER 1, 2023 TO SEPTEMBER 30, 2024</b>
<b>CAPITAL REPAIRS</b>	
DRAINAGE REPAIRS - BEHIND OUTFIELD WALL	\$ 85,000
FACILITY CAPITAL REPAIR 1ST BASE SIDE STORAGE AREA	\$150,000
UPDATE ELEVATOR TO CURRENT STANDARDS	\$110,000
MLB BATTERS EYE - REPAIR TO STANDARD	\$ 72,000
FACILITY CABLING CAPITAL REPAIRS	\$ 65,000
STADIUM SECURITY AND FIRE CODE LOCK CAPITAL REPLACEMENT	\$ 70,000
BLOCK WALL REPAIRS - PERIMETER	\$170,000
UNDERGROUND SEWER AND PLUMBING PIPE REPAIRS	\$300,000
EMERGENCY CAPITAL REPAIRS	\$65,000
MAINTENANCE - EQUIPMENT REPLACEMENT	<u>\$110,000</u>
	<u>\$1,197,000</u>

**EXHIBIT “D”  
LAKE ELSINORE DIAMOND STADIUM  
SPECIAL EVENT PERMITS REQUIREMENTS  
OTHER STORM EVENTS**

1. Spectator Parking and Attendants:
  - a. The location of spectator parking is designated as the Diamond Stadium Parking lot(s) A, B & C.
  - b. Appropriate Staffing for parking fees and direction is required.
2. ADA Compliant:
  - a. Provide ADA Accessible Parking as close as practicable to the tract and admission area.
  - b. Provide ADA Restrooms as near as practicable to the track and concession stands.
  - c. Have personnel ready to assist handicap patrons as needed.
3. Event Access:
  - a. Event access shall be coordinated with City Public Works Department Staff.
  - b. No modifications to dirt right of way are permitted (levee, Malaga Rd).
  - c. During hours of event operation, no vehicles shall be permitted to drive into, around, inside or leave the Event (base area).
  - d. Access across private property for the Event Obstacle Course and Parking shall be secured with notarized right of entry permission.
4. Vendors & Exhibitors:
  - a. All vendors selling food shall have the appropriate Riverside County Health Department Permits and submit to the Special Events Coordinator 20 days prior to event.
  - b. All vendors selling products/services are required to maintain a City of Lake Elsinore Business License during the duration of the event (for convenience, the City offers one-day business licenses).
  - c. A minimum of an eight-foot aisle way shall be provided between concessions, waste and sanitation facilities.
  - d. Food vendors shall provide the equivalent of two 30-gallon trash containers within ten (10) feet of their concessions.
  - e. Organizers shall provide one (1) standard booth space free of charge to the City.
5. Removable Fencing
  - a. All removable fencing (bike or concert) must be secured as on immovable object. Each section must be secured so it cannot be broken, separated or moved by patrons. The Fire Marshal and Law Enforcement representative shall inspect the fencing prior to gates opening for the event.
6. Crowd Control:
  - a. All security officers must be crowd control trained.

7. Generators:
  - a. All liquid fuel generators shall have secondary containment and a spill kit located within 100 feet of the secondary containment.
8. Amplified Sound & Noise Level:
  - a. Amplified sound, live music and performances are permitted during the event.
  - b. The Organizers shall not violate the City's noise ordinance by disturbing the peace.
9. ABC Licensing and Permits:
  - a. ABC Application to be submitted to the Sheriff's Department no later than 20 days prior to the event.
  - b. Applicant must comply with any and all requirements regulations indicated by the Department of Alcoholic Beverage Control. The issuance of an ABC letter is conditional and is subject to revocation for any violation of the Alcohol Beverage Control Act or other state law. Adequate security measures must be in place to secure all alcoholic beverages from patrons and to prevent accessibility to minors.
    - i. Beer-ID checks on all persons 21 years and older wishing to purchase alcohol AND PUT A WRISTBAND ON EVERY PERSON 21 YEARS OR OLDER.
    - ii. Limit of one (1) alcohol beverage per person per sale.
    - iii. Alcohol sales to cease one (1) hour prior to end of event
10. Event Staffing:
  - a. Applicant will provide a detailed security plan indicating security staffing levels and assignments subject to Sheriff's approval 20 days prior to the event.
11. Law Enforcement: To Be Determined Based on Dates, Times, Location & Anticipated Attendance
  - a. Motor Officers -
  - b. Officers -
  - c. Sheriff Sgt. -
  - d. Mileage -
12. Accessibility of Law Enforcement and Emergency Responders:
  - a. There shall be unobstructed access ways into the event for Law Enforcement and other emergency responders. There shall be clearly marked, unobstructed exits for patrons in the case of an emergency or the need for evacuation arises.
13. The Fire Safety requirements of the Lake Elsinore Fire Protection Planning are hereby referenced as a separate attachment and incorporated herein as part of the City's conditions of approval.
14. Traffic Control:
  - a. Traffic Control implementation and operation shall be according to the California Manual of Uniform Traffic Control Devices (CAMUTCD) or another City approved plan.

- b. Signal timing coordination may be required at the discretion of the City Traffic Engineer.
- c. Provide diagram in support of sufficient parking (i.e approx. 3,500 spaces for attendance of 10,000) – to be adjusted based on anticipated attendance.

15. Portable Toilets and Wash Stations:

- a. All portable toilets and rinse stations shall be placed on level ground, be anchored and have secondary containment.
- b. Provide sufficient # of portable toilets (regular and ADA accessible) for anticipated event turnout. Contact your rental source for guidance.

16. Trash and Clean-Up:

- a. CR&R has an exclusive franchise for trash service in the City. They shall be used for trash containers for recycled and non-recycled trash/waste and for trash disposal.
- b. Regular and recyclable trash containers shall be placed throughout the Vendor Village (aka Lot B) and parking lots (aka Lots A, C and D).
- c. Clean-up of Lot B, Vendor Village shall be accomplished using dry clean-up methods; in the event wet clean-up is warranted, catch basins shall be protected and at no time shall runoff be directed to the Levee/Lake area.
- d. Best Management Practices shall be implemented during clean-up; no discharge into the Lake or City storm drain system is allowed.
- e. Organizers are responsible for same day clean-up of any tracking from the Event onto City streets (Diamond Circle, Malaga Road, Pete Lehr Drive, etc.)

17. Environmental:

- a. Organizers are responsible for ensuring that pollutants from the event do not enter the lake. City Municipal Code 14.08 defines "Pollutant" as:  
 "Pollutant" means anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include but are not limited to paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, hazardous waste, chemicals, animal waste, offensive matter of any kind.
- b. If event dirt is imported from outside the back basin area, it shall be removed from the back basin area after the event.
  - i. A haul route is required for all import.
  - ii. Hauling from a site in within the City limits requires a grading permit on the export site.
  - iii. For import of more than 5,000 cubic yards, City Council Approval is required.
- c. If event dirt is secured from within the back basin area, it may be returned to the source. All disturbed areas shall be returned to the pre-disturbance condition as closely as possible.
- d. Catch basins in the field maintenance area shall be protected from event related discharge.
- e. If a rain event is forecast (10% chance or better) or occurring during a scheduled event, off site catch basins at Pete Lehr and Malaga Road shall be protected.



18. Insurance:

- a. The Organizer(s) shall provide the City with a certificate(s) of insurance in the following amounts (subject to change based upon review of Special Event Permit Application):
  - ☐ General Aggregate Per Event: \$5,000,000
  - ☐ Auto Liability: \$1,000,000
  - ☐ Workers Comp: \$1,000,000
  - ☐ Alcohol: \$5,000,000
- b. The Organizer's shall use the following additionally insured statement:  
*City of Lake Elsinore its officers, elected and appointed officials, officers, agents, and employees are named as additional insured per attached ISO form CG20 10 11 85.*

19. Promotion/Marketing Plan:

- a. The Organizer(s) shall provide the City with a promotional/marketing plan demonstrating the anticipated attendance.
- b. All promotional/marketing materials shall include the name "Lake Elsinore Diamond Stadium."

20. The City assumes no responsibility for event related damage or repairs to the Stadium.

21. Summary of Fees:

City Permit Application Processing Fee:	Prevailing Rate as of Application Date
City Refundable Security Deposit Fee:	"
City Department Inspection Fee:	"
Sheriffs Law Enforcement Fees (Paid to RSO):	"

22. The Special Event Permit may be revoked summarily by the City for non-compliance with any of these conditions as set forth above.

Required information/documentation due no later than twenty (20) days prior to the event to the City of Lake Elsinore Special Event Coordinator:

- ☐ Conditions of Approval (2 copies with wet signatures and initials)
- ☐ Payment of Event Fees
- ☐ Security Deposit (on-file)
- ☐ Vendor List
- ☐ Business License(s)
- ☐ Health Department Permit
- ☐ Insurance Documentation
- ☐ Fire Safety Plan
- ☐ Traffic Control Plan