



City Hall Council Chamber  
1515 Sixth Street, Coachella, California  
(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)

# AGENDA

OF A REGULAR MEETING  
OF THE  
CITY OF COACHELLA  
PARKS AND RECREATION COMMISSION

**June 15, 2021**  
4:30 PM

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Pursuant to Executive Order N-29-20, this meeting may be conducted by teleconference/electronically

Meeting options will be either in-person or via Zoom:

<p>In-Person Meeting Location:  Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p><b>If you would like to attend the meeting via Zoom, here is the link:</b>  <a href="https://us02web.zoom.us/j/86291638284?pwd=NUJQZGNINEIxa09UUzZ1cFZEandrdz09">https://us02web.zoom.us/j/86291638284?pwd=NUJQZGNINEIxa09UUzZ1cFZEandrdz09</a> Or One tap mobile : US: +16699006833,,86291638284#,,, *970236# Or Telephone: US: +1 669 900 6833 <b>Webinar ID: 862 9163 8284</b> <b>Passcode: 970236</b></p>
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- Public comments may be received **either via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - Written comments may be submitted to the Commission electronically via email to [acarranza@coachella.org](mailto:acarranza@coachella.org). Transmittal **prior to the start** of the meeting is required.
  - **Or**, you may leave a message at **(760) 398-3502, extension 102, before 4:00 p.m.** on the day of the meeting.

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF AGENDA:**

“At this time the Commission may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.”

**APPROVAL OF THE MINUTES:**

1. Regular Meeting Minutes of February 18, 2020, of the Parks and Recreation Commission of the City of Coachella, California.

**PRESENTATIONS:**

2. Nomination for the Position of Chair
3. Nomination for the Position of Vice Chair

**PRESENTATIONS:**

4. COVID City Parks Update
5. City Memorandum of Understanding with Sports Leagues
6. Community Field Use Program

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

7. Recommend execution of Amendment No. 3 to the lease agreement between the City of Coachella and Armtec Defense Technologies.
8. Recommend approval of 2021 – 2023 Memorandum of Understanding between the City of Coachella and Desert Recreation District.

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

“The public may address the Commission on any item of interest to the public that is not on the agenda, but is within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

**REPORTS AND REQUESTS:**

Commissioner Comments

Public Works Director's Comments

**ADJOURNMENT:**

*Complete Agenda Packets are available for public inspection on the City's website [www.coachella.org](http://www.coachella.org).*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



Coachella Corporate Yard, Upstairs Conference Room  
53-462 Enterprise Way, Coachella, California  
(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)

**MINUTES**  
OF A REGULAR MEETING  
OF THE  
CITY OF COACHELLA  
PARKS AND RECREATION COMMISSION

**February 18, 2020**  
4:30 PM

**CALL TO ORDER:**

The Regular Meeting of the Parks and Recreation Commission of the City of Coachella was called to order at 4:33 p.m. at the Coachella Corporate Yard by Chair Aviles.

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Chair Aviles.

**ROLL CALL:**

Present: Alternate Commissioner Liliana Serrato Commissioner J. Carlos Ayala, Commissioner Rosario Sabala, Vice Chair Karina Rodriguez and Chair Arturo Aviles.

Absent: Commissioner Javier Figueroa.

*(Commissioner Figueroa notified us in advance that he would be absent due to his work schedule.)*

**APPROVAL OF AGENDA:**

There were no modifications to the agenda.

Motion: To approve the agenda as presented.

Made by: Vice Chair Rodriguez

Seconded by: Chair Aviles

Approved: 5-0, by a unanimous voice vote.

**APPROVAL OF THE MINUTES:**

1. Regular Meeting Minutes of January 21, 2020, of the Parks and Recreation Commission of the City of Coachella, California.

Motion: To approve the minutes as presented

Made by: Commissioner Ayala

Seconded by: Chair Aviles

Approved: 5-0, by a unanimous voice vote

**PRESENTATIONS:**

2. Review of Desert Recreation District (DRD) Memorandum of Understanding for 2020-2022; overview of programs provided by DRD. Item to return to the Commission for a vote next month,
3. BMX Track Conceptual Construction and Operations update. Preliminary requests for proposals have resulted in no responses. Staff will broaden the search and return item to the Commission.
4. 2020 Special Events Calendar.

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

5. Review Park Use Fees and extend current fee schedule reductions through June 30, 2021.

Motion: To extend the current fee schedule reductions through June 30, 2021, with a 50% hourly rate reduction for field use and field lighting for adults to match youth rates.

Made by: Chair Aviles

Seconded by: Vice Chair Rodriguez

Approved: 5-0, by the following roll call vote:

AYES: Alternate Commissioner Serrato, Commissioner Ayala, Commissioner Sabala, Vice Chair Rodriguez and Chair Aviles.

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Figueroa.

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

None

**REPORTS AND REQUESTS:**

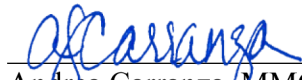
Commissioner Comments

Public Works Director's Comments

**ADJOURNMENT:**

There being no further business to come before the Commission, Chair Aviles adjourned the meeting at 5:14 p.m.

Respectfully submitted,



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Andrea Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**6/15/2021**

**TO:** Parks and Recreation Chair and Commissioners

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Recommend execution of Amendment No. 3 to the lease agreement between the City of Coachella and Armtec Defense Technologies.

**STAFF RECOMMENDATION:**

Recommend execution of Amendment No. 3 to the lease agreement between the City of Coachella and Armtec Defense Technologies.

**BACKGROUND:**

On October 8, 2008, to provide additional open space for recreational use Council action authorized the City Manager to execute a Lease Agreement between the City of Coachella and Armtec Defense Technologies (Armtec). The Lease authorized the City (Lessee) to access the westerly eleven (11) acres of the property for public park type uses. These eleven acres have been used predominantly for soccer recreation and the property has been segmented into four (4) fields. In 2008, the Lease was entered into with the understanding that the Coachella Valley Desert Soccer League (CVDSL) would oversee the installation and maintenance of these fields. However, CVDSL was not able to install adequate irrigation systems and overcome the challenges posed by the alkalinity of the soil.

In 2011, Council approved Amendment No. 1 to the Lease Agreement with Armtec. This Amendment authorized the City to extend the Lease for an additional five years, with the following conditions set by Armtec: 1) the City will take over maintenance of the leased land and 2) the City will invest to improve the condition of the fields. Staff was authorized to invest \$35,000 in the improvement of the leased land by: overhauling the irrigation system, grading and leveling the property, and installing stolons to improve turf conditions.

The Parks and Recreation Commission recommended Amendment No. 2 to the Armtec Lease Agreement for approval on June 21, 2006. Subsequently, the agreement was approved for execution by the City Council on July 13, 2016. In addition, the Commission recommended and City Council approved a Sublease Agreement between Coachella Youth Sports Association Soccer (CYSAS). This Sublease Agreement subleases these eleven (11) acres to CYSAS with the following requirements: 1) pay for water utility use and 2) assume the landscape maintenance of the said property; all programming and use of the site is managed by CYSAS.

**DISCUSSION/ANALYSIS:**

Attached to this staff report is the proposed Amendment No. 3 Lease Agreement between the City of Coachella and Armtec, which would extend the term of Lease for an additional five years. If the Amendment No 3 were not extended the Sublease Agreement between CYSAS and City would expire. The Sublease Agreement is now operating within its “Extended Term” and is a year-to-year agreement that can be terminated without cause by providing 90 days written notice. Armtec is aware of the City’s proposed Amendment No. 3 and is comfortable with its approval.

**FISCAL IMPACT:**

This action will not have a negative financial impact to the City’s general fund.

## Attachments:

Lease Agreement Amendment No. 3

Sublease Agreement

**Third Amendment to Lease for Public Park  
Between the City of Coachella  
And  
Armtec Defense Technologies**

**1. Parties And Date.**

This Third Amendment to the Lease for Public Park ("Third Amendment") is made and entered into this 23<sup>rd</sup> day of June, 2021 by and between the City of Coachella ("Lessee") and Armtec Defense Products Co., ("Lessor"). Lessee and Lessor are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

**2. Recitals.**

2.1 Lease. Lessee and Lessor entered into that certain Lease For Public Park dated October 8, 2008 and Amended on May 25, 2011 and July 13, 2016("Lease"), whereby Lessor is the owner of certain real property (the "Premises") described by Exhibit "A" attached to the Lease.

2.2 Amendment. Lessee desires to lease the Premises from Lessor for purposes of constructing and operating a public park, and Lessor desires to lease the Premises to Lessee on the terms and conditions set forth in the Lease and in this Third Amendment.

2.3 Amendment. Lessee and Lessor desire to amend the Lease for the third time to amend the following terms of the Lease: extend the term of the Lease.

**3. Amendments.**

3.1 Term of Lease. Section 4.2 of the Lease are hereby deleted in their entirety and replaced with the following:

4.2 Extension of Term. Following the expiration of the Extended Term (as defined in the Lease), unless and until Lessee or Lessor delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Lease shall be extended for an additional five (5) year period, beginning on May 31, 2016 and expiring on May 30, 2026 (the "Extended Term")."

3.2 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Lease shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Lease" appears in the Lease, it shall mean the Lease as amended by this Third Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.



3.4 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

**LESSEE:**

THE CITY OF COACHELLA  
A California municipal corporation

By: \_\_\_\_\_  
Dr. Gabriel M, City Manager

Attest:

By: \_\_\_\_\_  
Angela M. Zepeda, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Carlos L. Campos, City Attorney

**LESSOR:**

Armtec Defense Products Co.  
a California Corporation

By: \_\_\_\_\_  
President



## SUBLEASE FOR PUBLIC PARK

THIS SUBLEASE FOR PUBLIC PARK (this "Sublease") is made as of July 13, 2016 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessee or SubLandlord"), and COACHELLA YOUTH SPORTS ASSOCIATION SOCCER, a California Corporation (the "SubLessee"), with reference to the following facts:

### RECITALS

A. Lessee is the party directly leasing certain real property (the "Real Property") described by Exhibit "A" and as shown by Exhibit "A-1" attached hereto from Armtec Defense Products Co., a California corporation ("Landlord or Master Lessor"), pursuant to that certain Lease for Public Park dated October 8, 2008 by and between Master Lessor and Lessee, as amended by (i) that certain First Amendment to Lease for Public Park dated May 25, 2011; and (b) that certain Second Amendment to Lease for Public Park dated May 31, 2016 (collectively, the "Master Lease").

B. The Real Property is in use by Lessee for public park purposes.

C. The portion of the Real Property described by the sketch drawing attached hereto as Exhibit "C" (the "Premises") depicts the Premises as same was originally leased from Master Lessor to Lessee. However, since, 2008, the Premises has been developed and used as public park space.

D. SubLessee desires to sublease the Premises from Lessee for purposes of soccer recreational services to be provided to the public by Sublessee, and Lessee desires to sublease the Premises to SubLessee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Recitals. Lessee and SubLessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessee hereby subleases to SubLessee, and SubLessee hereby hires from Lessee, the Premises, for the term, at the rental and upon the conditions set forth herein subject to the use conditions attached hereto as Exhibit "B" incorporated herein. SubLessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in an "AS IS" condition.

3. Premises. The Premises is shown and described in Exhibit "C" amounts to an area of approximately 11 Acres (476,804 square feet).

4. Term.

4.1 Original Term. The original term of this Sublease shall be for a period commencing on July 15, 2016 and Terminating on May 31, 2021.

4.2 Extension of Term. Following expiration of the Original Term, provided that the Master Lease has been extended, unless and until Lessee or Master Lessor delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Sublease shall automatically be extended by successive one (1) year periods beginning on June 1st of the subject year and expiring on May 31st of the following year (individually and collectively, the "Extended Term"). Notwithstanding anything to the contrary, in the event the Master Lease is terminated, this Sublease shall automatically terminate (without the requirement of any notice) and the parties hereto shall have no further rights or obligations hereunder except those which expressly survive the termination of this Sublease.

5. Rent.

5.1 Original Term Minimum Annual Rent. During the Original Term of this Sublease, SubLessee shall pay to Lessee as minimum annual rent the sum of One and No/100 Dollars (\$1.00) per lease year. SubLessee shall pay Lessee all sums due for minimum annual rent without deduction, set off, prior notice, or demand, in advance on the first day of each rental year commencing on July 15, 2016 and continuing throughout the term of this Sublease.

5.2 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on June 1, 2021 and on June 1 of each successive year during the Extended Term the minimum annual rent shall be the sum of One and No/100 Dollars (\$1.00) per lease year.

5.3 Where to Pay Rent. All rent shall be paid to Lessee at the address specified below in the Notices Section (Section 22).

6. Security Deposit. No security deposit shall be required under this Sublease.

7 Utilities, Maintenance, Taxes and Insurance.

7.1 Utilities. SubLessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by SubLessee on the Premises, including, without limitation, electricity, telephone, water, and trash removal services, and SubLessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

7.2 Maintenance. SubLessee shall provide all maintenance and repairs, at SubLessee's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, all maintenance of fencing, gates, landscaping, all improvements existing at the commencement of this Sublease, and any improvements installed or constructed by SubLessee during the term of this Sublease.

7.3 Insurance. All insurance carried by SubLessee shall be primary to and not contributory with any similar insurance carried by Lessee, whose insurance shall be considered excess insurance only. SubLessee shall carry and maintain, during the entire term hereof, at SubLessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

a. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per person and Five Million Dollars (\$5,000,000) each occurrence, insuring against any and all liability of SubLessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$1,000,000 each accident, or \$1,000,000 combined single limit.

b. Property Insurance. SubLessee shall obtain and maintain in force a policy or policies of insurance in the name of SubLessee, with any loss payable to SubLessee, and any lender of Lessee insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by SubLessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessee, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessee). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessee.

In the event any casualty results in damage to the improvements on the Premises which is subleased to the SubLessee (and not constructed or installed by SubLessee in accordance with the provisions hereof), SubLessee shall either (i) use the proceeds of insurance to cause the restoration of such property or (ii) pay or cause payment to Lessee or any lender of Lessee in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessee.

c. Delivery of Certificate of Insurance. SubLessee shall deliver to Lessee certificates of insurance evidencing the insurance procured by SubLessee, which certificates shall name Lessee and Master Lessor as an additional insured together with any lender of Lessee and Master Lessor, if required.

d. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessee and Master Lessor. SubLessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, SubLessee will deliver to Lessee written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

8. Use. SubLessee shall use and occupy the Premises for purposes of a public park, including, without limitation, installation and use by the public of picnic area equipment, children's recreational equipment, sporting fields and equipment, and suitable automobile parking facilities for use by park visitors. SubLessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

9. Hazardous Substances and Hazardous Materials.

9.1 Defined. For purposes of this Sublease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

9.2 Prohibition and Indemnity. SubLessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, SubLessee shall indemnify and hold Master Lessor and Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by SubLessee or persons acting under SubLessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. SubLessee shall execute such affidavits, representations or other documents from time to time as Master Lessor or Lessee may reasonably request concerning SubLessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Sublease.

10. Improvements.

10.1 Consent of Lessee. SubLessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed.

10.2 SubLessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessee, shall be made at the sole cost and expense of SubLessee.

10.3 Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by SubLessee shall remain SubLessee's personal property and, notwithstanding principles of law applicable to real property improvements,

SubLessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessee's property or Master Lessor's property and may be removed from the Premises by SubLessee upon termination of this Sublease in the sole discretion of SubLessee. Notwithstanding the foregoing, upon termination of this Sublease, Lessee or Master Lessor may require SubLessee to remove some or all of SubLessee's installations, additions, improvements and alterations, at SubLessee's sole cost and expense. Further, upon termination of this Sublease and following removal of SubLessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessee and Master Lessor, at SubLessee's expense. Any of SubLessee's property, as aforesaid, not removed from the Premises upon termination of this Sublease shall become the property of Master Lessor and Master Lessor shall have the right to remove same and charge Sublessee for the cost of removing or disposing of same, which cost Sublessee shall promptly pay. This Section 10.3 shall survive the termination of this Sublease.

10.4 Mechanic's Liens. SubLessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by SubLessee in connection with the Premises (collectively, "Liens"), and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. Sublessee hereby agrees to indemnify, defend and hold harmless Lessee and Master Lessor for, from and against any and all claims, costs, liabilities and damages relating to any Liens and shall pay the costs relating to any such Liens on demand. This Section 10.4 shall survive the termination of this Sublease.

11. Termination. Within ninety (90) days prior to expiration of the Original Term and at any time during any Extended Term hereof, either Lessee or SubLessee may terminate this Sublease, without cause, by serving the other party with ninety (90) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Sublease, SubLessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessee and Master Lessor.

12. Signs. SubLessee shall not install any signs on the Premises without the prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed, subject, however, to the Master Lease.

13. Subordination, Attornment.

13.1 Subordination. This Sublease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. SubLessee agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of SubLessee under this Sublease. Any lender of Lessee or Master Lessor may elect to have this Sublease superior to the lien of its Security Device by giving written notice thereof to SubLessee, whereupon this Sublease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

13.2 Attornment. In the event that Master Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Sublease is subordinated (i) Lessee and SubLessee shall, subject to the non-

disturbance provisions of the paragraph immediately below, attorn to such new owner, and upon request, enter into a new lease or Sublease, containing all of the terms and provisions of this Sublease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Sublease will automatically become a new lease between SubLessee/Lessee and such new owner, for the remainder of the term hereof, and (ii) Master Lessor shall thereafter be relieved of any further obligations under the Master Lease and such new owner shall assume all of Master Lessor's obligations under the Master Lease, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee/SubLessee might have against any prior lessor, or (c) be bound by prepayment of more than one month's rent.

14. Master Lessor's and Lessee's Consent Required. SubLessee shall not assign, mortgage, or hypothecate this Sublease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Master Lessor and Lessee in each instance, which consent may be granted or denied in Master Lessor and Lessee's sole discretion; provided, however, that any transfer by SubLessee to a controlling entity or a controlled entity shall not be considered to be a prohibited assignment. In the event that Master Lessor's and Lessee's written consent is granted, SubLessee shall pay all expenses in connection with such assignment and SubLessee shall remain primarily obligated to Master Lessor and Lessee for performance of all provisions of this Sublease.

15. [Intentionally Deleted]

16. Entry and Inspection. SubLessee shall permit Master Lessor and Lessee or their respective agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

17. Indemnification and Waiver of Claims.

17.1 Indemnification. SubLessee will indemnify, defend and hold harmless Master Lessor and Lessee, its shareholders, officers, directors, employees, agents, and lenders, as well as their successors and assigns (collectively, the "Lessor Parties") and save them harmless for, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property occurring in or about, or arising from or out of the Premises, resulting from or in part by any act or omission of SubLessee, its agents, contractors, invitees, trespassers, members of the public, or employees. SubLessee agrees to defend, at its own cost and expense, any lawsuit or proceeding referred to above and to reimburse Master Lessor/Lessee and/or the Lessor Parties for any reasonable expenses or damages, including reasonable attorney's fees, costs of investigation of claims, and fees of expert witnesses, incurred in any such proceeding, lawsuit, administrative action, or investigation.

17.2 Waiver of Claims. Master Lessor/Lessee and the Lessor Parties shall not be liable for, and SubLessee releases Master Lessor/Lessee and the Lessor Parties, from all claims for damage to person and property sustained by SubLessee, any person claiming through SubLessee, or any third party, arising at the Premises and/or from use of the Premises by a person.

17.3 Notice of Claims or Suits. SubLessee agrees to promptly notify Lessee of any claim, action, proceeding or suit instituted or threatened against the Master Lessor or Lessee.



17.4 Survival of Sublease--The provisions of this Section 17 shall survive termination of this Sublease.

18. Eminent Domain. If the Premises, or any part thereof or any estate therein, materially affecting SubLessee's use of the Premises, shall be taken by eminent domain, this Sublease shall terminate on the date when title vests pursuant to such complete taking or at the election of Lessee, Master Lessor or Sublessee. The rent due hereunder shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to SubLessee. SubLessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but SubLessee may file a claim for any 'taking of property owned by SubLessee, and for moving expenses.

19. Lessee's Remedies on Default. If SubLessee defaults in the payment of rent 'or defaults in the performance of any of the other covenants or conditions hereof, Lessee may give SubLessee notice of such default and if SubLessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if SubLessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessee may terminate this Sublease on not less than thirty (30) days' notice to SubLessee. On the date specified in such notice the term of this Sublease shall terminate, and SubLessee shall then quit and surrender the Premises to Lessee, without extinguishing SubLessee's liability. If this Sublease shall have been so terminated by Lessee, Lessee may at any time thereafter resume possession of the Premises by any lawful means and remove SubLessee or other occupants and their effects.

20. Attorney's Fees. In the event that any legal action should be brought in connection with this Sublease by either party, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such action, including a sum for reasonable attorneys' fees.

21. Waiver. No failure of Lessee or Master Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth hereinbelow by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery ( as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopied. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee:

City of Coachella  
Attn: Maritza Martinez, Public Works Director  
1515 Sixth Street  
Coachella, CA 92236

To Sublessee:

23. Heirs, Assigns, Successors. This Sublease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

24. Time of Essence. Time is of the essence of this Sublease.

25. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

26. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of California.

27. Representations. Lessee makes no representation that the use for the Premises proposed by in Section 8, above, is a use allowed under any local, state or federal ordinance, law or regulation. SubLessee accepts the Premises "as-is, where-is and with all faults" without any warranty or representation as to the zoning of the Premises or its condition of fitness for the use intended by SubLessee.

28. Operation of Premises. SubLessee agrees to manage and control the operation of the Premises so as not to interfere with conduct of business by Less or Master Lessor.

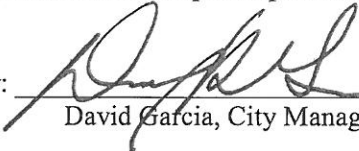
29. Subject to Master Lease. This Sublease shall be, at all times, subject and subordinate to the Master Lease and, to the extent of any inconsistency between this Sublease and the Master Lease, the terms of the Master Lease shall control.

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]

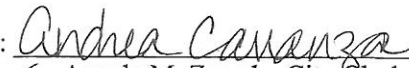
IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first written above.

**LESSEE:**


THE CITY OF COACHELLA  
A California municipal corporation

By:   
David Garcia, City Manager

Attest:


By:   
for Angela M. Zepeda, City Clerk 8/10/2016

Approved as to Form:

By:   
Carlos L. Campos, City Attorney

**SUBLESSEE:**

COACHELLA YOUTH SPORTS  
ASSOCIATION SOCCER  
a nonprofit organization

By:   
President

**EXHIBIT "A"**  
**SHEET 1 OF 3**

LEGAL DESCRIPTION OF LESSEE'S REAL PROPERTY

THE LESSOR'S REAL PROPERTY REFERRED TO HEREIN IS A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT 2004-08, RECORDED OCTOBER 28, 2004 AS INSTRUMENT NO. 2004-856530, BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 8 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN, CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 8: THENCE ALONG THE E'LY QUARTER SECTION LINE OF SAID SECTION 8, NORTH  $88^{\circ} 51'33''$  EAST, 1,332.15 FEET TO THE E'LY 1/16 SECTION LINE OF SECTION 8 AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH  $00^{\circ} 24'00''$  EAST, 512.19 FEET TO THE S'LY TRACT BOUNDARY OF TRACT MAP 31533-3 RECORDED IN BOOK OF MAPS 389 ON PAGES 29 THROUGH 32, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE SOUTH  $88^{\circ} 51'33''$  WEST, 747.54 FEET;

THENCE ALONG A TANGENT 256.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH AN INTERNAL ANGLE OF  $85^{\circ} 47'40''$  A DISTANCE OF 383.33 FEET;

THENCE ALONG A TANGENT 344.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH AN INTERNAL ANGLE OF  $31^{\circ} 14'40''$  A DISTANCE OF 187.59 FEET;

THENCE SOUTH  $08^{\circ} 02'16''$  EAST, 37.75 FEET;

THENCE ALONG A NON-TANGENT 275.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE AT THIS POINT BEARS SOUTH  $29^{\circ} 20'32''$  WEST, THROUGH AN INTERNAL ANGLE OF  $30^{\circ} 28'59''$  AND A DISTANCE OF 146.31 FEET;

THENCE NORTH  $88^{\circ} 51'33''$ , 756.30 FEET;

THENCE ALONG A TANGENT 100.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH AN INTERNAL ANGLE OF  $17^{\circ} 35'56''$  A DISTANCE OF 30.72 FEET;

**EXHIBIT "A"**  
**SHEET 2 OF 3**

THENCE NORTH  $71^{\circ} 15'33''$ , 50.00 FEET;

THENCE ALONG A TANGENT 47.00 FEET RADIUS CURVE CONCAVE TO THE  
SOUTHWEST THROUGH AN INTERNAL ANGLE OF  $107^{\circ} 36'00''$  A DISTANCE  
OF 88.26 FEET;

THENCE NORTH  $88^{\circ} 51'33''$  EAST, 12.48 FEET ALONG THE E'LY QUARTER  
SECTION LINE OF SAID SECTION 8 TO THE E'LY 1/16 SECTION LINE OF SAID  
SECTION 8 AND THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 476, 804 SQUARE FEET (10.95 ACRES), MORE OR  
LESS.

AS SHOWN ON EXHIBIT "A" SHEET 3 OF 3 ATTACHED HERETO AND MADE A  
PART HEREOF.

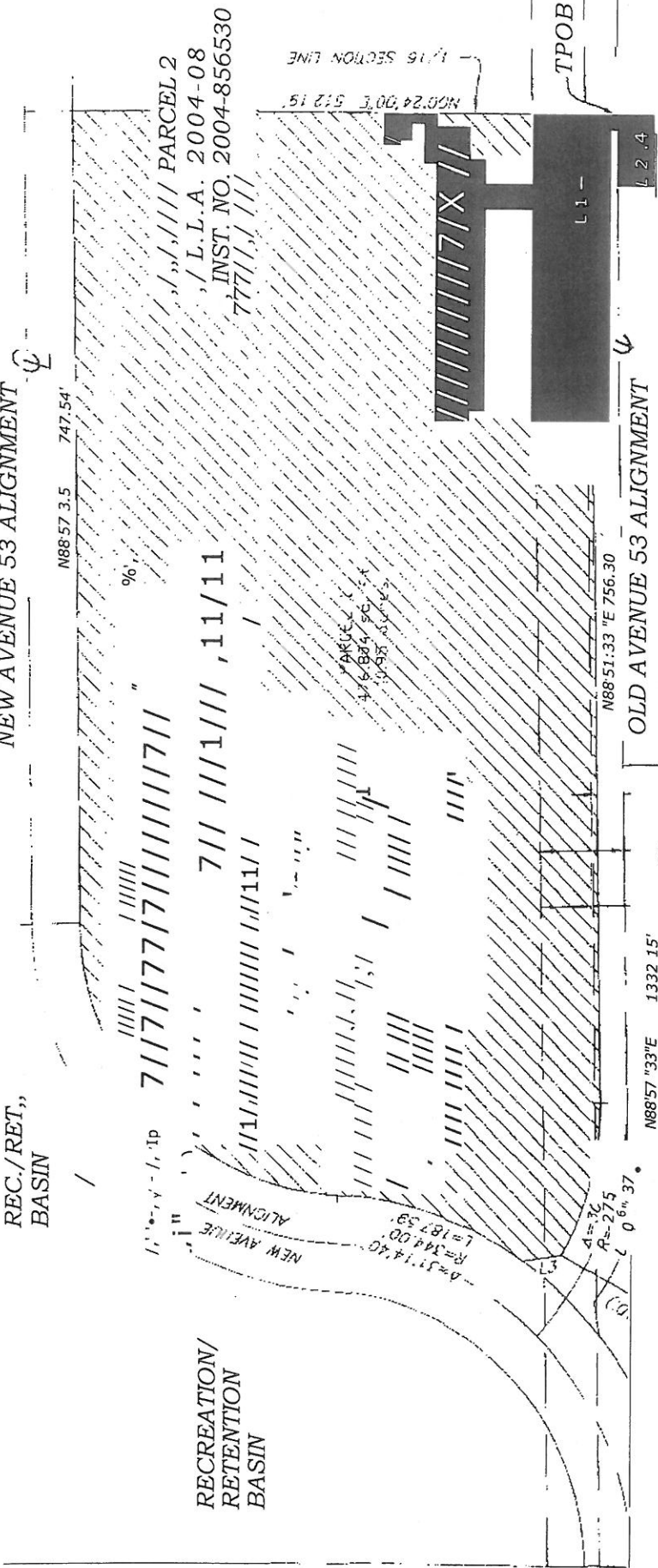
**EXHIBIT "A"**  
**SHEET 3 OF 3**

TRACT MAP 31533-3  
MB 389 / PG 29-32

NEW AVENUE 53 ALIGNMENT

REC./RET.,  
BASIN

RECREATION/  
RETENTION  
BASIN



PARCEL 2  
L.L.A. 2004-08  
INST. NO. 2004-856530

1/16 SECTION LINE  
N88°24'00"E 512.15'

TPOB

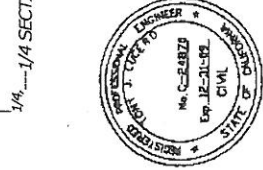
OLD AVENUE 53 ALIGNMENT

1/4 SECTION LINE



SCALE: 1" = 100'

0 50 100 200 300



awl  
to  
ft

LINE	BEARING	LENGTH
L1	N71°15'33"E	50.00'
L2	N88°51'33"E	12.48'
L3	S08°02'16"E	37.75'

CURVE	DELTA	RADIUS	LENGTH
C1	1735°56"	100.00'	30.72'
C2	10736°00"	47.00'	88.26'

**EXHIBIT "B"**Conditions for Use

1. Structural Improvements—SubLessee will comply with the existing restriction of Section 10.1 requiring Lessee approval prior to making any improvements.
2. Maintenance--SubLessee to ensure that all soccer fields are properly maintained and kept in good operating condition.
3. Lighting--No lights are allowed for nighttime use. Requests for periodic exceptions may be presented to Sublessee for their consideration.
4. Power—Sublessee to ensure 110 V power to site should it be necessary for use of applications such as, but not limited to, operation of electric timers for watering. SubLessee to pay all costs consumption.
5. Water—Sublessee to ensure maintenance of site is sufficient to maintain the landscape maintenance at acceptable levels and Sublessee to pay all costs of installation and consumption.



**STAFF REPORT  
6/15/2021**

**TO:** Parks and Recreation Chair and Commissioners  
**FROM:** Maritza Martinez, Public Works Director  
**SUBJECT:** Recommend approval of 2021 – 2023 Memorandum of Understanding between the City of Coachella and Desert Recreation District.

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**STAFF RECOMMENDATION:**

Recommend approval of 2021 – 2023 Memorandum of Understanding between the City of Coachella and Desert Recreation District.

**EXECUTIVE SUMMARY:**

For the past nine years, the Council has approved funding for the following Summer Programming: Open Swim Passes, Summer Camp Scholarships, and Movies at the Parks. City Council has approved a Memorandum of Understanding since July 25, 2011, authorizing the partnership between the City of Coachella and Desert Recreation District (DRD), which provides these programs at the Bagdouma Community Center and city parks. The collaboration with the DRD provides recreational programming available at the various city parks and Bagdouma Community Center including: Hip Hop, Titan Fitness, Beginning Guitar, Beginning Drums, Teen Social Nights, Baile Folklorico, Fit after 50, Dance Play and Pretend Ballet, Beginning Ballet, Basketball Training Zone, Summer Art Scene and an Adult Softball League.

The proposed MOU will be for a two-year term, June 1, 2021 - May 31, 2023, and provides flexibility for DRD to expand programming as the demand is identified.

**FISCAL IMPACT:**

The recommended action has no fiscal impact as these funds were budgeted in the current budgeted.

Attachments:

Proposed MOU



**AMENDED and RESTATED MOU BETWEEN  
THE CITY OF COACHELLA AND  
DESERT RECREATION DISTRICT FOR  
2021 - 2023 RECREATIONAL PROGRAMMING**

This MOU is made and entered into this 23rd of June, 2021, by and between the CITY of Coachella, a municipal corporation, hereinafter referred to as "CITY", and Desert Recreation DISTRICT, a public agency and California Special District, hereinafter referred to as "DISTRICT".

**WHEREAS**, the CITY owns or leases property (including but not limited to ball fields, pools and community centers) that are used for parks, recreational, and community activities; and,

**WHEREAS**, the DISTRICT is authorized and qualified to provide and administer these activities; and,

**WHEREAS**, DISTRICT currently provides programs for and operates Bagdouma Pool from Memorial Day through Labor Day each year on behalf of the CITY; and,

**WHEREAS**, the CITY desires the DISTRICT to expand its provision and administration of recreational activities and related services on CITY property to provide additional benefits to the residents of Coachella, and

**WHEREAS**, the CITY desires to contract with the DISTRICT to provide the, following additional "Summer Programming": Summer Camp Scholarships, Movies at the Parks, and Open Swim Passes, and

**WHEREAS**, the CITY desires to contract with the DISTRICT to provide the following additional "Adult Recreation Programming:" Adult Softball, and

**WHEREAS**, the City desires to contract with the DISTRICT to provide "Various Recreational Programming" as requested at the Bagdouma Community Center; and

**NOW, THEREFORE**, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties agree as follows:

**1. Term:**

The term of this MOU shall commence on June 1, 2021 and end on May 31, 2023.

- A. CITY and DISTRICT, may by written notice, terminate this MOU at any time and without cause by giving written notice to the CITY/DISTRICT of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

**2. CITY Obligations:**

In consideration of the provision of park and recreation programming as set out in Section 3 below, CITY shall make available to DISTRICT the following facilities: Bagdouma Pool, Bagdouma Community Center, the use of Bagdouma Park, Rancho De Oro Park, Rancho Las Flores Park and Veterans Park (all of these collectively called the "CITY facilities"). DISTRICT shall not modify such facilities or property without the prior written consent of the CITY.

- A. CITY shall be responsible for routine maintenance and the repair and upkeep of CITY facilities in order for them to be appropriate for DISTRICT's use.
- B. CITY shall pay all utilities and related payments for use of CITY facilities.
- C. CITY shall be responsible for the cost of repair to CITY facilities damaged by vandalism or other intentional acts and shall maintain insurance or self insurance which covers such repairs.
- D. CITY shall provide DISTRICT with current emergency and maintenance contact information.

- E. CITY shall pay the DISTRICT for the agreed upon Summer Programming based upon the cost recovery fees identified in Exhibit A, attached hereto and incorporated herein by this reference.
- F. City shall commit to joint marketing efforts and exposure of both agency agreed logo and artwork on all distributed publications.

**3. DISTRICT Obligations:**

DISTRICT shall be responsible for all costs of providing such programs (including but not limited to instructors, supplies, overhead and administration) and shall be responsible for set up for and clean up after such programs.

- A. DISTRICT shall operate and manage the Summer Programming, Adult Recreation Programming and Various Recreational Programming as described in Exhibit B, attached hereto and incorporated herein by this reference. The identified Programming offers recreational activities and events for various ages and interests at: Bagdouma Pool, Bagdouma Community Center, Bagdouma Park, Rancho Las Flores Park, Rancho De Oro and Veterans Park.
- B. DISTRICT will provide all Programming at the agreed upon costs identified in Exhibit A.
- C. The DISTRICT may request to provide additional programming and for such programming shall determine, collect and retain user fees in order to fund such programs and activities initiated by the DISTRICT. DISTRICT shall be responsible for any and all bad debts or collections of such fees. DISTRICT shall provide a current copy of user fees to CITY. The DISTRICT must obtain a facility use permit for all programming at City facilities.

- D. DISTRICT shall program, staff and operate Bagdouma Pool from the Friday proceeding Memorial Day through Labor Day.
- E. District shall ensure users of the CITY's Summer Programming are CITY residents.
- F. DISTRICT shall provide other services requested by the CITY at an additional cost consistent with DISTRICT's cost recovery policy. Such services may include programming, administration, coordination and reservation management, or maintenance.
- G. DISTRICT shall provide CITY with current emergency and maintenance contact information.
- H. Non Discrimination: Recreation programs and services shall be provided in accordance with all local, state, and federal laws and regulations, without discrimination as to protected categories.
- I. DISTRICT will help promote the all Programming, identified in Exhibit B, through its available media outlets and relationships.
- J. DISTRICT will invoice the CITY for the agreed upon Summer Programming, as identified in Exhibit A, and provide enrollment/user information for each program to substantiate the invoiced amounts will be based upon authorized enrollments per City funded program and will not exceed City allocated per program budget unless authorized by the City Manager or his/her designee.

**4. Insurance:**

The CITY and DISTRICT each shall procure and maintain, at each's sole expense, for the duration of this MOU, commercial general liability insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by the CITY or DISTRICT respectively, or by their agents, representatives, employees and authorized volunteers. General liability insurance shall be provided in the amount of not less than two million dollars (\$2,000,000) combined single limit personal injury and property damage. Each party shall furnish the other with original endorsements naming the other as an additional named insured under such policy. Such insurance shall be primary as to the other party.

Each party shall cover its employees under workers compensation as required by law.

**5. Independent Contractor:**

The DISTRICT is an independent contractor hereunder, responsible for the provision of services without direction or control by CITY. The employees of DISTRICT shall not be deemed to be or to become employees of CITY as a result of this MOU.

**6. Amendments:**

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon approval by the DISTRICT's authorized representative and the CITY's authorized representatives.

**7. Notice:**

All notices or demands of any kind served by either party to this MOU by the other will be in writing and will be personally delivered or mailed by registered or certified mail, return receipt requested addressed as follows:

City Manager **City  
of Coachella** 53-990  
Enterprise Way,  
Coachella CA 92203

General Manager  
**Desert Recreation  
District**  
45-305 Oasis Street  
Indio, California 92201

**8. Litigation Costs:**

In the event an action is filed by either party to enforce any rights or obligations under this MOU, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in addition to any other relief granted by the court.

**9. Authority to Execute MOU:**

Both the CITY and the DISTRICT covenant that each individual executing this MOU on behalf of each party is a person duly authorized.

**10. Indemnification:**

The CITY hereby agrees to indemnify, defend (with counsel of DISTRICT's choice) and save the DISTRICT harmless from and against any and all losses, claims, actions, fines, penalties, demands, damages, liability and expenses, including attorneys' fees, in connection with loss of life, personal injury or damage to property, arising from or out of any occurrence in, upon, or at the facilities named hereunder or occasioned wholly or in part by any act or failure to act by the CITY, its agents,

contractors, employees or servants., except that arising from the sole negligence or misconduct of DISTRICT.

The DISTRICT hereby agrees to indemnify, defend (with counsel of CITY's choice) and save the CITY harmless from and against any and all losses, claims, actions, fines, penalties, demands, damages, liability and expenses, including attorneys' fees in connection with loss of life, personal injury, and damage to property arising from or out of the provision of recreation services hereunder or occasioned wholly or in part by any act or failure to act by the CITY, its agents, contractors, employees or servants, except that arising from the sole negligence or misconduct of CITY.

**11. Entire MOU:**

This writing constitutes the entire MOU of the parties with respect to the subject matter herein and may not be modified or amended except by a written MOU executed by both parties.

**12. No Waiver:**

No waiver of any term or condition or default hereunder will be considered valid unless in writing, and no such waiver will be deemed a waiver of any subsequent breach or default of the same or similar nature.

**13. Counterpart:**

This MOU may be executed in one or more counterparts, all of which if taken together will be deemed an original.

WHEREAS IN WITNESS THEREOF, the CITY and DISTRICT hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

**City of Coachella:**

**Desert Recreation District**

By: \_\_\_\_\_  
Dr. Gabriel D. Martin, City Manager  
City Manager

By: \_\_\_\_\_  
Kevin Kalman  
General Manager

**Attest:**

By:  
\_\_\_\_\_  
City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Carlos Campos  
City Attorney



EXHIBIT A  
Per Program Summer Season  
Cost Recovery Fees

The below are estimated costs per enrollment and event. These line item allocations can be shifted with the concurrence of the City Manager, or his/her designee, so long as the total allocation is not exceeded. The DISTRICT may not shift these line item allocations without prior written approval of the City Manager or his/her designee.

**CITY COSTS: \$ 23,800.00**

- **Summer Camp Scholarships:** three-three week sessions  
Budget: \$10,800;
  - Ages served — 5-14  
Residents served = up to 30
  - Full Cost: \$290.00 per 3-week session
  - Scholarships provided per child based on income qualification
  - An approved scholarship will provide for \$120.00 off each session price; City cost per approved scholarship will total \$120.00 per session.
  - A child can qualify for each 3 week summer camp session.
  - Full Cost: \$290.00 per 3-week session.
- **Movies in the Park:**  
June 1<sup>st</sup> – July 13<sup>th</sup>  
Budget: \$7,000
  - Ages served — all ages
  - Residents served = 2,800 (estimate based on previous year's attendance)
  - A total of 7 movie showings to start at dusk on Friday nights during the timeframe identified above at Bagdouma Park.
- **Open Swim Passes:** provides all CITY residents free access to Bagdouma Pool during open swim.  
Budget: \$6000.00
  - Ages served — all ages
  - Residents served = 300

**USER FEE BASED COST RECOVERY PROGRAMS:**

- Beg/Advanced Tae Kwon Do: \$45.00
- Adult Softball: \$350.00 per team
- Beginning Ballet \$36.00 per month
- Dance Play and Pretend: \$36.00 per month
- Basketball Training Zone : \$40 per month \$12 drop in
- Summer Art Scene” \$10 per class

**PROGRAMS OFFERED AT NO COST:**

- Fit After 50
- Teen Program
- Halloween Spooktacular
- Hearts and Crafts
- Prom Dress Giveaway
- Eggstravaganza

EXHIBIT B  
2021-2023 PROGRAMMING DESCRIPTIONS

These line item programs can be adjusted with the concurrence of the City Manager, or his/her designee. The DISTRICT may not shift these line item allocations without prior written approval of the City Manager or his/her designee.

- Summer Camp Scholarships — Day camp programming provided out of the Bagdouma Community Center for ages 5-14. The camp runs three week sessions that run from 7:30 am to 6 pm, Monday through Friday. This programming is made available to all income qualifying families; the city scholarship program will pay \$120.00 of each session throughout the summer per child and the remaining \$170.00 will be passed on to the participant.

Movies at the Parks — a total of seven movie nights. Movies will be shown at Bagdouma Park.

- Open Swim Passes — On a first come first serve bases up to 300 swim passes are issued to Coachella Residents. Swim passes will provide Coachella residents free use of the Bagdouma Pool during the summer months (commencing after Memorial Day Weekend and ending Labor Day weekend); funding permitting. The open swim hours are between 12 pm to 4 pm and 6 pm to 9pm; during the identified months the pool is operated and staffed by the DISTRICT.
- Various Recreational Programming - includes but is not limited to Fit after 50, Tae Kwon Do, Ballet, Teen Program, Basketball Training Zone and Summer Art Scene.
- Adult Softball - eight week program with finals held on the last week; will provide for umpire, registration, DISTRICT staff oversight of all games, trophies and tee shirts.