



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

**February 15, 2022**  
4:30 PM

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Pursuant Assembly Bill 361,  
along with the Governor's State of Emergency Declaration issued on March 4, 2020,  
this meeting may be conducted via teleconference.

**Note: There will be no-in person public access to the meeting location.**

**If you would like to attend the meeting via Zoom, here is the link:**

<https://us02web.zoom.us/j/86291638284?pwd=NUJQZGNINEIxa09UUzZ1cFZEandrdz09>

Or One tap mobile :

US: +16699006833,,86291638284#,,, \*970236#

Or Telephone:

US: +1 669 900 6833

**Webinar ID: 862 9163 8284**

**Passcode: 970236**

Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla.

- **Public comments may be received via email, telephonically, or via Zoom with a limit of 250 words, or three minutes:**
  - **In Real Time:**

If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.
  - **In Writing:**

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. All written comments received will be forwarded to the Commission and entered into the record.

**If you wish**, 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 January 18, 2022, of the Parks and Recreation Commission of the City of Coachella, California.

**PRESENTATIONS:**

None.

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

2. Recommend execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League (CVSL) and Coachella Youth Sports Association Soccer (CYSAS).
3. Recommend approval of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

**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

**January 18, 2022**  
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 4:43 p.m. by Chair Lesly Figueroa.

**PLEDGE OF ALLEGIANCE:**

Chair Figueroa led the Pledge of Allegiance.

**ORGANIZATION:**

1. Nomination for the Position of Chair:

Motion: To nominate **Lesly Figueroa** to the position of **Chair**

Made by: Vice Chair Rodriguez

Seconded by: Commissioner Cadena

Approved: 5-0, by a unanimous roll call vote:

AYES: Commissioner Avila, Commissioner Ayala, Commissioner Cadena, Vice Chair Rodriguez, and Chair Figueroa.

NOES: None.

ABSTAIN: None.

ABSENT: None.

2. Nomination for the Position of Vice Chair:

Motion: To nominate **Karina Rodriguez** to the position of **Vice Chair**

Made by: Commissioner Avila

Seconded by: Commissioner Cadena

Approved: 5-0, by a unanimous roll call vote:

AYES: Commissioner Avila, Commissioner Ayala, Commissioner Cadena, Vice Chair Rodriguez, and Chair Figueroa.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**ROLL CALL:**

Present: Alternate Commissioner Javier Figueroa, Commissioner Rosalio Avila, Commissioner J. Carlos Ayala, Commissioner Ezra Cadena, Vice Chair Karina Rodriguez, and Chair Lesly Figueroa

Absent: None.

**Pursuant Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted via teleconference.**

**APPROVAL OF AGENDA:**

There were no modifications to the agenda.

Motion: To approve the agenda as presented

Made by: Vice Chair Rodriguez  
Seconded by: Commissioner Avila  
Approved: 5-0, by a unanimous roll call vote:

AYES: Commissioner Avila, Commissioner Ayala, Commissioner Cadena, Vice Chair Rodriguez, and Chair Figueroa.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**APPROVAL OF THE MINUTES:**

3. Regular Meeting Minutes of November 16, 2021, of the Parks and Recreation Commission of the City of Coachella, California.

Motion: To approve the minutes as presented

Made by: Vice Chair Rodriguez  
Seconded by: Commissioner Avila  
Approved: 5-0, by a unanimous roll call vote:

AYES: Commissioner Avila, Commissioner Ayala, Commissioner Cadena, Vice Chair Rodriguez, and Chair Figueroa.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**PRESENTATIONS:**

4. Update on Field Uses identified in the following agreements:
  - 1) Memorandum of Understanding with Sports Leagues:
    - a) Add Adult Soccer to Youth MOU and terminate Adult MOU
      - o Adult and Youth programming to be driven by League
    - b) Eliminate days of the week identified in MOU and change with reference to issued permitted used (per monthly Facility Use Permit)
    - c) Soccer use of Bagdouma Field 3 & 4 and Rancho Las Flores Field 1
      - o December – June (currently December – May)
    - d) Soccer use of fields during August – October
      - o Coachella Valley Soccer League (CVSL) will use Bagdouma Field 4 Mondays, Wednesdays, Sundays
      - o Coachella Youth Sports Association – Soccer (CYSAS) will use Bagdouma Field 4 Tuesdays, Thursdays, Saturdays
  - 2) Lease with Armtec Defense Technologies and Sublease between City and Coachella Youth Sports Association Soccer:
    - a) The MOU for the four fields on the Armtec leased property will be amended to split field use to include:
      - o Two (2) for CVSL; and
      - o Two (2) for CYSAS.

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

None.

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

1. Alma Aceves
2. Robert Puentes

**REPORTS AND REQUESTS:**

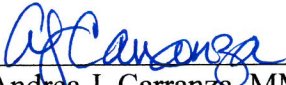
Commissioner Comments

Public Works Director's Comments

**ADJOURNMENT:**

There being no further business to come before the Commission, Chair Figueroa adjourned the meeting at 5:21 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**2/15/2022**

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

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

**SUBJECT:** Recommend execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League (CVSL) and Coachella Youth Sports Association Soccer (CYSAS).

**STAFF RECOMMENDATION:**

Recommend execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League(CVSL) and Coachella Youth Sports Association Soccer(CYSAS).

**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, 2016. Subsequently, the agreement was approved for execution by the City Council on July 13, 2016. Simultaneously, the Commission recommended and City Council approved a Sublease Agreement with Coachella Youth Sports Association Soccer (CYSAS). This Sublease Agreement subleased 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:**

The Coachella Valley Soccer League requested the Parks and Recreation Commission allocate them additional fields for practice and games due to the growth of their league; this dialogue occurred during the November 16, 2021 Commission Meeting. The Commission advised staff to meet with both soccer leagues to address these concerns. After meeting with both leagues on this topic both leagues agreed to a split use of the four soccer fields located on the Armtec property; fields one and two would be managed by CYSAS and fields three and four would be managed by CVSL.

Staff is recommending approval of the attached Amendment No. 1 to Sublease Agreement, which would add CVSL as a party to the agreement (as a sublessee). The proposed Amendment also identifies that each league will manage the use of two of the four fields located on this property and each league will provide for: 1) all utility billing and 2) assume the landscape maintenance of the identified field areas correspondent to each organization.

Upon execution of the proposed Amendment No.1, the city will add an additional water meter and make the needed adjustments to the irrigation system. The fields used by each league will run on separate water meters and be billed to the appropriate league that is responsible for the field maintenance. The proposed Amendment No.1 term runs with the term of the Master Lease, which is currently set to expire on May 30, 2026.

**FISCAL IMPACT:**

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

Attachment:

Amendment No. 1



## AMENDMENT NO. 1 TO SUBLEASE

THIS LEASE FOR PUBLIC PARK (this "Lease") is made as of February 23, 2022 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), COACHELLA VALLEY SOCCER LEAGUE(CVSL), a California Non-profit ("Sub-Lessor"), and COACHELLA YOUTH SPORTS ASSOCIATION SOCCER(CYSAS), a California Non-profit ("Sub-Lessor"), 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 "B" attached hereto.

B. The Real Property described below, 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") is how this land was originally leased from Armtec Defense Technologies (Lessor) to the City. Since, 2008, the Premises has been developed and used as public park space.

D. Lessee desires to sublease the Premises for purposes of soccer recreational services to be provided to the public by the Sublessors, and Lessee desires to Sub-lease the Premises to SubLessors 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 SubLessors acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

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

3. Premises. The Premises shown and described in Exhibit "A" amounts to an area of approximately 11 Acres (476,804) square feet. Upon execution of this Lease, Lessee grants to SubLessors the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit "A" as the description of the Premises and shall be attached and incorporated herein as Exhibit "A."

Term of Lease.

4.1 Original Term. The original term of the Lease shall commence on March 15, 2022 and terminate on May 30, 2026 (the "Original Term").

4.2 Extension of Term. Following expiration of the Original Term, unless and until Lessee or Lessors delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Lease shall automatically be extended by successive one (1) year periods beginning on July 1 of the subject year and expiring on June 30 of the following year (individually and collectively, the "Extended Term").

5. Rent.

5.1 Original Term Minimum Annual Rent. During the Original Term of this Lease, SubLessors shall pay to Lessee as minimum annual rent the sum of One and No/100 Dollars (\$1.00) per year. SubLessors 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 1, 2022 and continuing throughout the term of this Lease.

5.2 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on July 1, 2026 and on July 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 year.

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

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

7 Utilities, Maintenance, Taxes and Insurance.

7.1 Utilities. SubLessors shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by SubLessors on the Premises, including, without limitation, electricity, telephone, water, and trash removal services, and SubLessors shall pay for any and all charges for establishment or connection of utility services to the Premises. CVSL shall be responsible for utilities correspondent to Fields 3 & 4 and CYSAS shall be responsible for utilities correspondent for Fields 1 & 2.

7.2 Maintenance. SubLessors shall provide all maintenance and repairs, at SubLessors' 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 Lease, and any improvements installed or constructed by SubLessors during the term of this Lease. CVSL shall be responsible for maintenance correspondent to Fields 3 & 4 and CYSAS shall be responsible for maintenance correspondent for Fields 1 & 2.

7.3 Insurance. All insurance carried by SubLessors shall be primary to and not contributory with any similar insurance carried by Lessee, whose insurance shall be considered excess insurance only. SubLessors shall carry and maintain, during the entire term hereof, at SubLessors' 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 Lessee 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. SubLessors shall obtain and maintain in force a policy or policies of insurance in the name of SubLessors, with any loss payable to SubLessors, 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 SubLessors. 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 Lessor). 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 Leased to the Lessee (and not constructed or installed by SubLessors in accordance with the provisions hereof), SubLessors shall either (i) use the proceeds of insurance to cause the restoration of such property or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

c. Delivery of Certificate of Insurance. SubLessors shall deliver to Lessee certificates of insurance evidencing the insurance procured by SubLessors, which certificates shall name Lessee as an additional insured together with any lender of Lessor and Lessee, 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 Lessor. SubLessors agrees that on or before thirty (30) days prior to expiration of any insurance policy, SubLessors will deliver to Lessor 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. SubLessors 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. SubLessors 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 Lease, 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. SubLessors 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, Lessee shall indemnify and hold 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 SubLessors or persons acting under SubLessors. 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. SubLessors shall execute such affidavits, representations or other documents from time to time as Lessee may reasonably request concerning SubLessors' 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 Lease.

10. Improvements.

10.1 Consent of Lessor. SubLessors 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 Lessee 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 SubLessors.

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

SubLessors' installations, additions, improvements or alternations shall not be deemed improvements to Lessee's Premises and may be removed from the Premises by SubLessors upon termination of this Lease in the sole discretion of SubLessors. Notwithstanding the foregoing, upon termination of this Lease, Lessee may require SubLessors to remove some or all of SubLessors' installations, additions, improvements and alterations, at SubLessors' sole cost and expense. Further, upon termination of this Lease and following removal of SubLessors' property, the Premises shall be restored to a condition reasonably satisfactory to Lessee, at SubLessors' expense. Any of SubLessors' property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessee.

10.4 Mechanic's Liens. SubLessors agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by SubLessors in connection with the Premises, 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.

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 SubLessors may terminate this Lease, 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 Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Subordination, Attornment:

13.1 Subordination. This Lease 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. SubLessors agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of Lessee under this Lease. Any lender of Lessee may elect to have this Lease superior to the lien of its Security Device by giving written notice thereof to SubLessors, whereupon this Lease 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 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 Lease is subordinated (i) Lessee and SubLessors shall, subject to the non-disturbance provisions of the paragraph immediately below, attorney to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between SubLessors/Lessees and such new owner, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, 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 Lessees/SubLessors might have against any prior lessor, or (c) be bound by prepayment of more than one month's rent.

14. Lessors' Consent Required. SubLessors shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor and Lessee in each instance, which consent may be granted or denied; provided, however, that any transfer by SubLessors to a controlling entity or a controlled entity shall not be considered to be a prohibited assignment.

15. Assignment and Subleasing. SubLessors shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor and Lessee in each instance, which consent may be granted or denied in Lessor's and Lessee's sole discretion; provided, however, that any transfer by SubLessors to an entity controlled by or controlling SubLessors shall not be considered to be a prohibited assignment.. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's and Lessee's written consent is granted, SubLessors shall pay all expenses in connection with such assignment and SubLessors shall remain primarily obligated to Lessor and Lessee for performance of all provisions of this Lease.

16. Entry and Inspection. SubLessors shall permit Lessor and Lessee or their 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. SubLessors will indemnify 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 from and against any 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 SubLessors, its agents, contractors, invitees, trespassers, members of the public, or

employees. SubLessors agrees to defend, at its own cost and expense, any lawsuit or proceeding referred to above and to reimburse 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. Lessor/Lessee and the Lessor/Lessee Parties shall not be liable for, and SubLessors releases Lessor/Lessee and the Lessor/Lessee Parties, from all claims for damage to person and property sustained by SubLessors, any person claiming through SubLessors, 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. SubLessors agrees to promptly notify Lessee of any claim, action, proceeding or suit instituted or threatened against the Lessor or Lessee.

17.4 Survival of Lease--The provisions of this section shall survive termination of this Lease.

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

19. Lessor's Remedies on Default. If SubLessors defaults in the payment of rent 'or defaults in the performance of any of the other covenants or conditions hereof, Lessee may give SubLessors notice of such default and if SubLessors 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 SubLessors 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 Lease on not less than thirty (30) days' notice to SubLessors. On the date specified in such notice the term of this Lease shall terminate, and SubLessors shall then quit and surrender the Premises to Lessor, without extinguishing SubLessors' liability. If this Lease shall have been so terminated by Lessee, Lessee may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

20. Attorney's Fees. In the event that any legal action should be brought in connection with this Lease 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 SubLessors 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 SubLessor: Coachella Valley Soccer League  
51544 Cesar Chavez St. Ste. 1H, Coachella CA 92236  
Coachella Youth Sports Association Soccer  
PO Box 1323, Coachella, CA 92236

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

23. Heirs, Assigns, Successors. This Lease 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 Lease.

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 Lease 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 SubLessors as set forth in Section 8, above, is a use allowed under any local, state or federal ordinance, law or regulation. Lessee 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 Lessee."

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

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]



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

**LESSEE:**

**CITY OF COACHELLA**

\_\_\_\_\_  
City Manager

**SUBLESSORS:**

**COACHELLA VALLEY SOCCER LEAGUE**

\_\_\_\_\_  
  
\_\_\_\_\_

**COACHELLA YOUTH SPORTS ASSOCIATION SOCCER**

\_\_\_\_\_

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

LEGAL DESCRIPTION OF LESSOR'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°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° 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° 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° 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° 14'40" A DISTANCE OF 187.59 FEET;

THENCE SOUTH 08° 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° 20'32" WEST, THROUGH AN INTERNAL ANGLE OF 30° 28'59" AND A DISTANCE OF 146.31 FEET;

THENCE NORTH 88° 51'33", 756.30 FEET;

THENCE ALONG A TANGENT 100.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH AN INTERNAL ANGLE OF 17° 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.

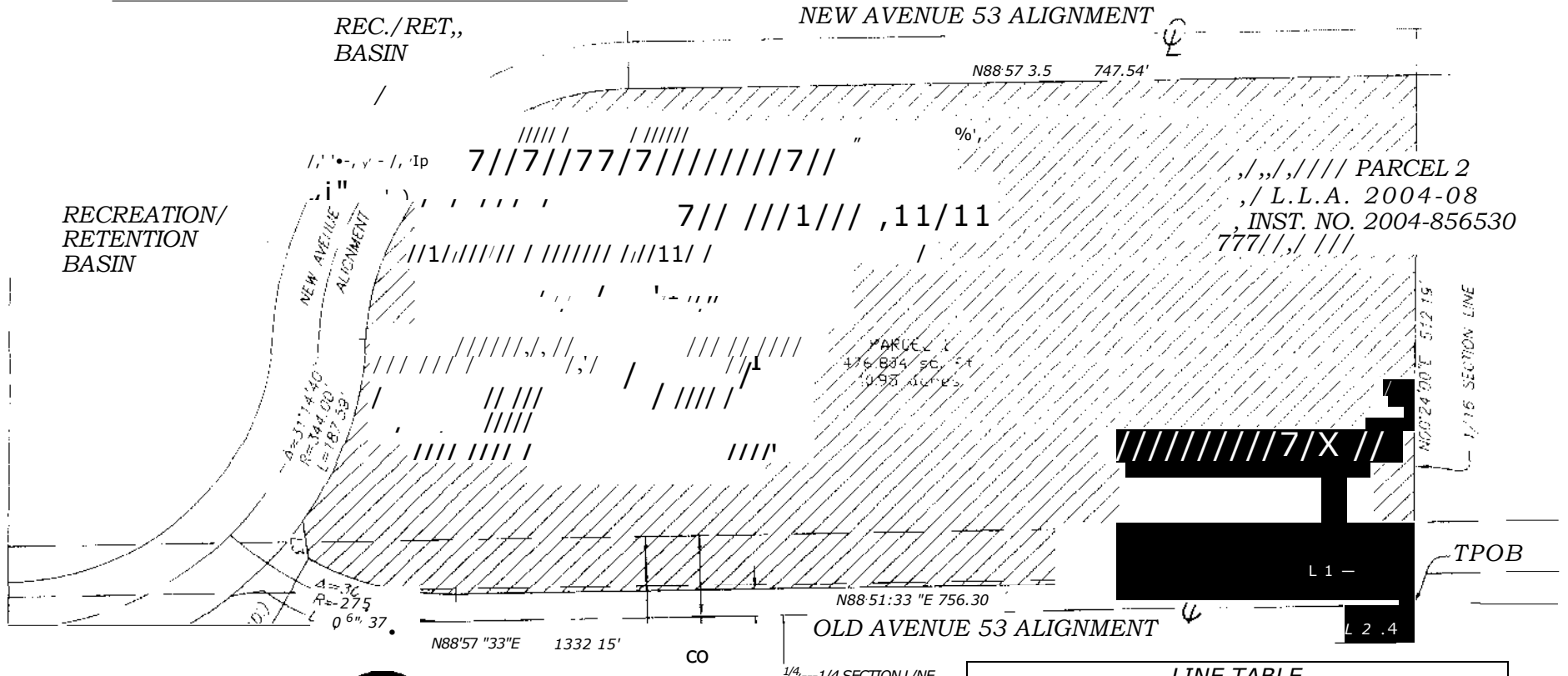
SAID PARCEL CONTAINS 476, 804 SQUARE FEET (10.95 ACRES), MORE OR  
LESS.

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

Item 2.



SCALE: 1" = 100'



awl  
ro  
rl



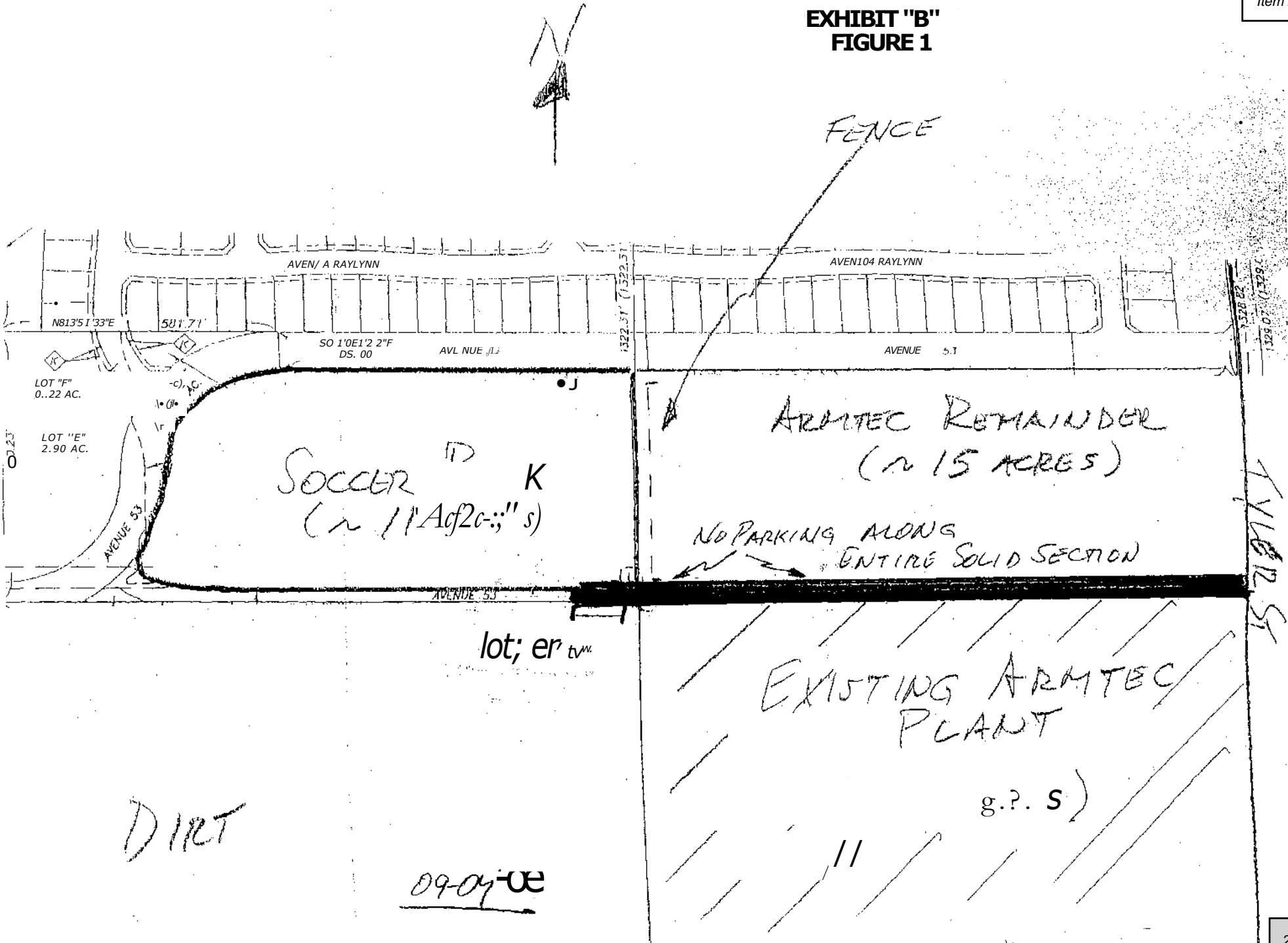
LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°15'33"E	50.00'
L2	N88°51'33"E	12.48'
L3	S08°02'16"E	37.75'

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

**EXHIBIT "B"**Conditions for Use of Armtec Property for City Park and Soccer Fields

1. Porta Potties — No 'porta potties' or similar sanitary equipment or facility shall be located within 300 feet of the SE corner of the leased property.
2. Parking - Parking along Avenue 53 is prohibited as marked on the attached Figure
3. Maintenance—SubLessors ensure that all soccer fields are properly maintained and kept in good operating condition.
4. Grass quality for all soccer fields—Sublessors ensure that field grass coverage is kept at a quality level,
5. Field 1 & 2 are the furthest west fields and Field 3 & 4 are the fields furthest east and closest to the fence line

EXHIBIT "B"  
FIGURE 1





**STAFF REPORT**  
**2/15/2022**

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

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

**SUBJECT:** Recommend approval of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

**STAFF RECOMMENDATION:**

Recommend approval of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

**BACKGROUND:**

Since 2007, the City has entered into a Memorandum of Understanding (MOU) with the local nonprofit sports leagues for use of park facilities. The MOU identifies the following per league use information pertaining to Bagdouma Park and Rancho Las Flores Park: league season (months of the year available), days of use during the identified league season and area of the park available to the league use during their identified season.

**DISCUSSION/ANALYSIS:**

Staff has discussed the following edits to the current Memorandum of Understandings (MOU) with the Sport Leagues:

- Issue a Notice of Intent not to Renew the Adult MOU and use only one MOU for both youth and adult recreation sports for use of city facilities.
- Section 2 MOU edits
  - o elimination of identified days of field use per league and instead refer to issued Facility Use Permit;
  - o extend soccer use on Bagdouma Fields 3 & 4 and RLF Field 1 through June (extension is possible due to American Football season starting one month later in the summer);
  - o during the months of August–October when all soccer fields are closed for maintenance both soccer leagues will share use of one field (Bagdouma Field 4) as follows:
    - CVSL will use field Mondays, Wednesdays and Sundays

- CYSAS will use field Tuesdays, Thursdays, Saturdays.

These recommended edits have been discussed with all sports leagues and were presented to the Parks and Recreation Commission during the meetings of November 16, 2021 and January 18, 2022; no additional changes were recommended.

Staff recommends approval of the attached Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues which reflects the above listed changes.

**FISCAL IMPACT:**

Recommended action will not have a fiscal impact.

Attachments:

MOU Tenth Amendment (Proposed)



**TENTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COACHELLA AND THE SPORTS LEAGUES**

This Memorandum of Understanding (hereinafter “MOU”) is made on February 23, 2020, by and between the City of Coachella, a California municipal corporation organized and existing under the laws of the State of California (hereinafter, “City”), Coachella Youth Baseball & Softball Association (hereinafter “CYBSA”), Coachella Valley Soccer League (“CVSL”), Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”), , Coachella Valley Raiders Youth Football (hereinafter “CVRVFA”) and Coachella Little Arabs Youth Football (hereinafter “CLAYF”), hereinafter also referred to individually as a “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, the City of Coachella is a California municipal corporation organized and existing under the laws of the State of California, which provides various park facilities to its community including: Bagdouma Park, and Rancho Las Flores Park (referred to hereinafter collectively as “Parks”);

WHEREAS, CYBSA is a youth sports league operating its baseball and softball sports leagues within the City of Coachella, specifically using Bagdouma Park during their sports season which runs from February 1 to May 31, of each year for their practices, games, tournaments, programs and related baseball activities;

WHEREAS, CVSL is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CVRVFA is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Rancho Las Flores Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, CLAYF is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Bagdouma Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, the past use of Parks by CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF (collectively, "Sports Leagues") have had concerns regarding which sports league has access to certain areas of the Parks;

WHEREAS, the City is interested in resolving these use and access conflicts between the Sports Leagues by entering into this MOU with the Sports Leagues using City facilities to established a mutually agreeable schedule and understanding;

WHEREAS, since the Sports Leagues also charge fees for the public to join their respective sports leagues which use the Parks, the Sports Leagues have agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this MOU and for the term of this MOU;

WHEREAS, the Sports Leagues have reached a mutual understanding that will grant the Sports Leagues access to certain mutually agreeable sections of Bagdouma Park, and/or Rancho Las Flores during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports League must: 1) apply for a facility use permit for sports season use, 2) request an invoice from the City for the individual sport league's season use fees, 3) pay/commit to a payment plan for the corresponding use fees, 4) obtain an approved facility use permit prior to being permitted field use for the season, as is allowed for by the terms of this MOU; and

WHEREAS, the Sports Leagues must submit a separate facility use permit request and obtain an approved facility use permit for any and all uses not authorized by the terms of this MOU;

WHEREAS, by entering into this MOU the City, CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF mutually understand and agree as follows:

1. General. The foregoing recitals are true and correct and all exhibits referred to hereinafter are hereby incorporated into and made a part of this MOU.

2. Access to City Park Areas by Sports Leagues. The below sections describe park access areas per league. For permitted use of these areas each league must obtain an approved Facility Use Permit for sport season play annually. All non-sport season play must be permitted separately from season league play per a separate Facility Use Permit.

2.1. CYBSA shall have access to the areas of Bagdouma Park described as area A and B in Exhibit 1 attached hereto and incorporated herein by this reference, from February 1 to May 31, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.2. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 as permitted by the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

1) November 1 to November 30: Exhibit 2 areas C2 and C3;

2) December 1 to May 31: Exhibit 2 areas C1, C2 and C3;

3) June 1 to July 31: Exhibit 2 area C2 and C3;

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C and C3 in Exhibit 1 and as reflected in the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

1) November 1 to November 30: Exhibit 1 areas C;

2) December 1 to May 31: Exhibit 1 areas C and C3;

3) June 1 to July 31: Exhibit 1 area C;

2.4. CVRYFA shall have access to the areas of Rancho Las Flores Park described as area C1 in Exhibit 2 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.5. CLAYF shall have access to the area of Bagdouma Park described as area C3 in Exhibit 1 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.6. At all other times and dates not described in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C1", "C2" and "C3" (hereinafter "League Areas") shall be available and open to be used and accessed by other parties and the general public. Moreover, when the League Areas are not being used by the respective Sports Leagues during their sports season, other parties and the general public shall have use and access to the League Areas.

2.7. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 shall abrogate and deny the City's ability to use and access the League Areas for any and all purposes, in the City's sole and absolute discretion, which may include but are not limited for maintenance purposes, for special events, to respond to emergencies, to make improvements to the League Areas, reseed the grass at least twice annually each year in the League Areas, and to carry out other municipal and local responsibilities and duties of the City. When the City exercises its absolute and sole use and access rights described herein, the City will use all reasonable efforts to provide advance notice of its use of the League Areas and to minimize the disturbance and inconvenience this may cause the Sports Leagues.

2.8. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. No Sport League can obtain facility use permits for non-season play if it will result in issuance of permitted facility use exceeding a nine month period. Sport League facility use cannot exceed nine months between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year.

All non-season play requests will be evaluated individually and approved only if they can be accommodated without impacts to field conditions and existing season play field areas as identified in Section 2 of this MOU.

3. Access to the Snack Bar by Sports Leagues. For permitted use of the snack bars each league must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, the Sports Leagues have agreed to have a 501(c)(3) status for their respective league organization, as named in the MOU and as currently identified by their respective 501(c)(3) number and Employment Identification Number, and to maintain that 501(c)(3)

status active and current. Should the Sports League 501(c)(3) status not be in current standing (such as but not limited to: inactive, suspended or delinquent), the City will issue the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a current status by day 181 from the date of the Notice of Violation the Sports League's Facility Use Permit and facility access will be revoked until corrected.

5. General Liability Insurance and Business License. The sports league shall be required to submit a City of Coachella Business License and a proof of General Liability insurance prior to the start of the season, in the amount of \$1,000,000 reflecting the City of Coachella and its officials as additional insured with respect to the use of the City facilities (Bagdouma Park and/or Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. Record Keeping.

6.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.2 Forty-five (45) days after the start of the sports season each Sport League must provide the City the following information: number and names of all teams registered with the Sports League; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City within the forty-five (45) days the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.3 Staff must be invited to any and all Sport League elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

6.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records (collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

6.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

6.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

7. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit approved of by the City of Coachella's Public Works Director.

7.1 All Facility Use Permits will reflect the total sports season use costs. Each Sports League will have the option to 1) pay all fees prior to the start of its sports season 2) pay fees on a month to month basis or 3) establish up to three payment installments in order to pay the complete amount owed for use of the City facilities during its sports season (the last installment payment cannot be scheduled later than thirty-one (31) days before the end of the sports season).

Should the Sports League lapse in any one of its arranged payment installments a Notice of Correction will be issued and the Sports League will be provided fourteen (14) days to pay the agreed payment otherwise the Sports League's Facility Use Permit will be revoked until the full payment due is made.

8. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

8.1 The Sports Leagues shall be audited by a third party financial firm selected and paid for by the City of Coachella bi-annually. Prior to the audit the Sports League will provide written notification of all documents requested to complete the financial audit; the Sports League will be provided 30 days to produce requested documents. Should the documents requested not be produced within the 30 days provided facility access will be revoked until corrected. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

9. Code of Conduct. The City of Coachella Municipal Code Chapter 12.32 establishes *Park Use Regulations*. Sports League representative must at all times ensure their actions do not conflict with the Activities and Conduct Prohibited in City Parks. Violations will result in restricting the violator from accessing the park. If violations are recurring the restriction period can extend to the entire Sports League Season. Extended restriction periods will result in a written Notice of Violation to be issued by the City of Coachella Public Works Director.

10. Term. This MOU shall be effective as of February 23, 2022, and shall continue in effect until June 30, 2023, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1<sup>st</sup>, unless either Party gives notice to the other Parties, on or before May 1 of each year, of its intent not to renew this MOU.

11. Termination of Agreement.

11.1 Grounds for Termination. City may, by written notice to Sports Leagues, terminate this Agreement at any time for violations of the City's Municipal Code Chapter 12 Park Use Regulations and may terminate this Agreement without cause by giving written notice to Sports Leagues of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

12. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CYBSA:  
 President, Coachella Youth  
 Baseball & Softball Association  
 P.O. Box 1296  
 Coachella, CA 92236

For CYSA-S:  
 President, Coachella Youth  
 Sports Association - Soccer  
 P.O. Box 1323  
 Coachella, CA 92236

For CVRYF:  
 President, Coachella Valley  
 Raiders Youth Football  
 49990 Copperidge St.  
 Coachella, CA 92236

For CLAYF  
 President, Coachella Little  
 Arabs Youth Football  
 P.O. Box 1109  
 Coachella, CA 92236

For City of Coachella:  
 City Manager  
 53-990 Enterprise Way  
 Coachella, CA 92236

For CVSL:  
 President  
 51544 Cesar Chavez St. Suite 1H  
 Coachella, CA 92236

13. Amendments. To the extent that either of the Parties believes that the MOU should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this MOU.

14. Complete and Final Agreement. This MOU contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

15. Successors and Assigns; Transfer or Sale. No interest in this MOU shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This MOU shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the aforementioned City facilities (Park and Snack Bar Use) is provided to the Sports Leagues by the City and cannot be transferred/given by the Sports Leagues to any other entity.



16. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

17. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

18. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) less than two organizations are providing one of three youth sports (soccer, baseball/softball, football); 2) Sport League applicant must have at least three consecutive years in operation 3) Sport League applicant can provide the following documents for three consecutive years: active and current 501c3 status, 1023 documents, Registered with Franchise State Tax Board documents, Registered as a State Charity, financial documents including general ledger of all transactions for the same three years, applicant can provide all Financial Audit documents and obtain a score of C or better by the City assigned third party auditor.

WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CVSL, CYSA-S, CVRYFA, and CLAYF 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:**

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

**COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION**

By: \_\_\_\_\_  
Juan Rodriguez, President

**ATTEST:**

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

**COACHELLA VALLEY SOCCER LEAGUE**

By: \_\_\_\_\_  
Manuel Montaña, President

**Approved as to form:**

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

**COACHELLA YOUTH SPORTS ASSOCIATION SOCCER**

By: \_\_\_\_\_  
Alma Aceves, President

**COACHELLA LITTLE ARABS YOUTH FOOTBALL**

By: \_\_\_\_\_  
Mario Gallo, President

**COACHELLA VALLEY RAIDERS YOUTH FOOTBALL**

By: \_\_\_\_\_  
Joe Moya, President

EXHIBIT 1 – BAGDOUMA PARK

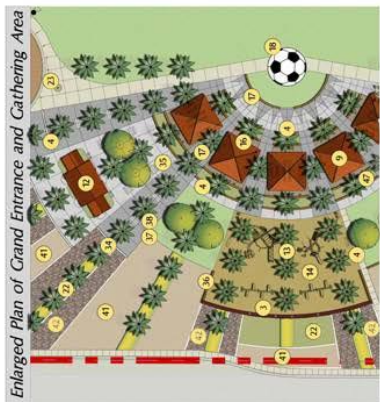


**DAVID J. DUGGAN**  
 Landscape Architecture & Planning, Inc.  
 10000 Wilshire Blvd., Suite 1000  
 Beverly Hills, CA 90210  
 Tel: 310.274.1111  
 Fax: 310.274.1112  
 www.davidj.duggan.com

**BAGDOUMA PARK**  
CITY OF COACHELLA

**W&A**  
**MASTER PLAN**

EXHIBIT 2 – RANCHO LAS FLORES PARK



- LEGEND**
- Project Boundary
  - Phase Line
  - 1 Parking Lot (418 Spaces + 10 ADA Spaces)
  - 2 10' Wide Concrete Walks
  - 3 Park Entry Monument Sign / Wall
  - 4 Seat Wall with Stone Veneer
  - 5 Soccer Field (185' x 300')
  - 6 Soccer Field (195' x 330')
  - 7 Football Field Overlay with Removable Goal Posts
  - 8 Basketball Court
  - 9 Picnic Area Shade Structures
  - 10 Bleachers with Shade Structure
  - 11 Amphitheater with Center Stage and Turf Slope
  - 12 Prefabricated Rest Room / Concession / Storage Building
  - 13 Shaded Tot Lot with 2.5 Area and 5-12 Area
  - 14 Wood Fiber Play Surfacing
  - 15 Exercise Stations
  - 16 Interlocking Concrete Pavers
  - 17 Textured Concrete Paving
  - 18 Soccer Ball Decorative Paving
  - 19 Baseball Decorative Paving
  - 20 Underground Storm Water Detention
  - 21 Native & Low Water Use Trees and Groundcovers
  - 22 Native & Low Water Use Shrubs and Groundcovers
  - 23 Flagpole
  - 24 Baseball Field with 200' Foul Lines
  - 25 Digout with Shade Structure
  - 26 Score Keeper's Table with Shade Structure
  - 27 Volleyball Court (Sand)
  - 28 Community Building (7,000 ft<sup>2</sup>)
  - 29 Splash Pad Play Area
  - 30 Sports Field Mixer
  - 31 Sports Field Light
  - 32 Parking Lot Light
  - 33 Pedestrian Light
  - 34 Bicycle Rack
  - 35 Precast Concrete Picnic Table
  - 36 Precast Concrete Bench
  - 37 Precast Concrete Trash Receptacle
  - 38 Precast Concrete Recycling Receptacle
  - 39 Precast Concrete Soccer Ball Field Number
  - 40 Precast Concrete Baseball Field Number
  - 41 Decomposed Granite
  - 42 Rock Cobble
  - 43 Composting Station (Optional)
  - 44 Masonry Trash Enclosure
  - 45 5' Decomposed Granite Path Adjacent to 5' Wide Concrete Path with Mile Markers
  - 46 Concrete Bleachers
  - 47 BBQ
  - 48 Permeable Interlocking Concrete Pavers

City of Coachella  
**Master Plan**  
 Rancho Las Flores Park  
 August 9, 2011

