

**MOU BETWEEN
THE CITY OF COACHELLA AND
DESERT RECREATION
DISTRICT FOR
2023 and 2025 RECREATIONAL PROGRAMMING**

This MOU is made and entered into this 28th day of June, 2023, 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".

WITNESETH:

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 "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 Friday, May 23, 2023 and end on May 22, 2025.

- 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 multipurpose room of the with associated restrooms and attached covered patio), the use of Bagdouma Park, Rancho De Oro Park and Dateland 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, with the exception of field and field lighting use.
- 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.

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, Dateland Park and Rancho De Oro 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.

Invoiced amount will be based upon authorized enrollments per City funded program and will not exceed City allocated per program budget unless nutheriEcd by the City Manager or his/her designee.

K. DISTRICT will pay CITY all user fees for any field and/or field light use needed for Programming and identified in facility use permit.

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
53462 Enterprise Way
Coachella, CA

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: _____
Gabriel D.
Martin, PhD
City Manager

By: _____
Kevin Kalman
General Manager

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A
2023 and 2025 PROGRAMMING 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: \$ 16,800.00

- **Summer Camp Scholarships:** three-three week sessions Budget: \$10,800;
 - Ages served — 5-12
 - Residents served = up to 90
 - Full Cost per 3 week session: \$360.00
 - An approved scholarships 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.
- **Movies in the Park:** Budget: \$9,000 (eight movies shown)
 - Ages served — all ages
 - Residents served = 2,800 (estimate based on last year's attendance)
 - A total of 8 movie showings to start at dusk on Friday nights in May and October at Bagdouma Park.
- **Open Swim Passes:** provides all CITY residents free access to Bagdouma Pool during open swim.
Budget: \$6,000.00
 - Ages served — all ages

PROGRAMS OFFERED AT NO COST:

- Fit After 50
- Teen Program/Teen Social Nights
- Halloween Carnival
- Eggstravaganza
- Hearts and Crafts
- Prom Dress Giveaway
- Move and Play Fitness
- Cookies with Mrs. Claus
- Kids in the Kitchen
- Loteria Nights
- Senior/Adult/Youth Nutritional Classes

EXHIBIT B
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 5-12. The camp runs from June to August; three week sessions that run from 7:30 am to 6 pm, Monday through Friday. Movies at the Parks — a total of seven movie nights. Movies will be shown at Rancho De Oro Park.
- Open Swim Passes — All Coachella Residents are provided 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 7 pm to 9pm; during the identified months the pool is operated and staffed by the DISTRICT.

Various Additional Recreational Programming - includes Free and Cost Recovery based programming provided by the DISTRICT at the Bagdouma Community Center, Bagdouma Pool and Bagdouma Park.