

**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, Dateland 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
92236

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

By: _____
Kevin Kalman
General Manager

Attest:

By:

City Clerk

Approved as to form:

By: _____
Carlos Campos
City Attorney

EXHIBIT A
Summer Program &
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 session
Budget: \$10,800:
 - Ages served — 5-14
Residents served = up to 90
 - Full Cost: \$290.00 per 3-week session
 - 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:**
Budget: \$7,000
 - Ages served — all ages
 - Residents served = 2,800 (estimate based on prior attendance)
 - A total of 7 movie showings to start at dusk at City parks.
- **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 (\$10-\$50 per month):

- Hip Hop
- Titan Fitness
- Beginning Guitar
- Beginning Drums
- Frisbee Golf
- Baile Folklorico
- Beg/Advanced Tae Kwon Do
- Adult Softball: \$350.00 per team
- Beginning Ballet
- Dance Play and Pretend
- Basketball Training Zone
- Summer Art Scene

PROGRAMS OFFERED AT NO COST:

- Fit After 50
- Teen Program / Teen Social Nights
- 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. The city scholarship program will pay \$120.00 of each session per child.
- Movies at the Parks — seven movie nights.
- 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 12:30 pm to 4 pm and 6 pm to 9pm; during the identified months the pool is operated and staffed by the DISTRICT.
- Various Recreational Programing - includes but is not limited to: Hip Hop, Titan Fitness, Beginning Guitar, Beginning Drums, Frisbee Golf, Baile Folklorico, Fit After 50, Tae Kwon Do, Ballet, Teen Program, Basketball Training Zone, Adult Softball and Summer Art Scene.