## SECOND AMENDMENT TO LEASE AGREEMENT

## AMERICAN YOUTH SOCCER ORGANIZATION – REGION 47

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into this <u>11th</u> day of <u>July</u>, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and AMERICAN YOUTH SOCCER ORGANIZATION – REGION 47, a California non-profit corporation ("Lessee"), with respect to the following facts:

### RECITALS

WHEREAS, on or about May 26, 2015, City and Lessee entered into a Lease Agreement ("Lease") for a 56.01 acre site on Placentia Lane, generally east of North Main Street and north of Columbia Avenue, Riverside California ("Property"). The Property is being used by Lessee as a soccer athletic facility known as the AB Brown Complex; and

WHEREAS, on or about June 13, 2016, City and Lessee entered into a First Amendment to Lease Agreement extending the term by two years ("First Amendment"); and

WHEREAS, Lease will expire on June 30, 2018; and

WHEREAS, City and Lessee desire to amend the Lease to extend the term of the Lease by one year, to June 30, 2019, with two one-year extensions, to require Lessee to comply with all requirements of the Americans with Disabilities Act, to acknowledge that the Lease is nonexclusive and that no subletting of the Property shall be allowed.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Lessee agree as follows:

1. The term of the Lease is hereby extended by one year, until June 30, 2019. Lessee shall have an option to extend the term of the Lease for two (2) additional one-year periods. Lessee may exercise such options by (i) sending a written request to the City at least one hundred twenty (120) days prior to the expiration of the then-current term of the Lease; (ii) providing an accounting of all other use of the Property by non-AYSO entities during the preceding year of the Lease; and (iii) providing an accounting of all funds collected by AYSO from non-AYSO entities for use of the Property during the preceding year of the Lease.

2. Compensation for all extended terms of the Agreement shall be Twelve Thousand Dollars (\$12,000) annually.

3. Section 3, "Use of Property" is amended by adding the following:

"(e) The parties agree to work cooperatively to review compliance with all applicable laws. The City shall review the Property for compliance with the Americans with Disabilities Act and expects to complete such review by December 31, 2018. The parties will meet and confer to discuss the results of the City's review, and required improvements. The parties agree that compliance with the Americans with Disabilities Act is the obligation of AYSO and that AYSO has committed to spend up to approximately \$40,000.00 for 21 handicapped parking spaces. The cost for any obligations in excess thereof will be subject to further discussions between the parties.

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(f) Lessee may from time to time permit the use by other groups of the Property but subject to compliance by such groups with the terms and conditions of this Agreement; and

(g) Lessee shall allow additional uses of the Property during the last week in June, all July and the first three weeks in August by other athletic organizations with a priority given to Riverside based youth athletic organizations at equitable rates to be mutually agreeable by the Scheduling Committee. The use of the Property during this time period shall not relieve or otherwise alter Lessee's maintenance obligations under Section 7 of the Lease, which shall remain in full force and effect."

4. Section 21, "Termination," is amended by adding the following to the end of that section:

"The City may unilaterally terminate the Lease during either of the optional one-year extension terms of the Agreement by providing one hundred and eighty (180) days written notice to Lessee prior to expiration of either of the extended terms of the Agreement."

5. Section 28, "Schedule of Use" shall be amended by adding the following to the end of that section:

"The Scheduling Committee shall meet quarterly to review the uses that AYSO has scheduled for the Property and shall ensure that Riverside based youth organizations shall be given priority for use of the Property either when AYSO is not using the fields or during the time periods noted in Section 3(g) herein."

6. All terms and conditions of the Lease not inconsistent with this Second Amendment shall remain in full force and effect, and are incorporated herein by this reference as if set forth in full.

## [SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Lessee have caused this Second Amendment to Lease Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation By: City Manager VIIIOn Attest

AMERICAN YOUTH SOCCER ORGANIZATION - REGION 47, a California non-profit corporation

By:

MICHABL W. HOYER NATIONAL Grecusivé DIRECTOR [Name and Title]

APPROVED AS TO FORM:

Susan Wilson Assistant City Attorney By:

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IN WITNESS WHEREOF, City and Lessee have caused this Second Amendment to Lease Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: \_\_\_\_\_\_City Manager

Attest: \_\_\_\_\_\_ City Clerk

APPROVED AS TO FORM:

AMERICAN YOUTH SOCCER ORGANIZATION - REGION 47, a California non-profit corporation

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MICHAEL W. HOYER NATIONAL GRECUTIVE [Name and Title] DIRECTOR

By:

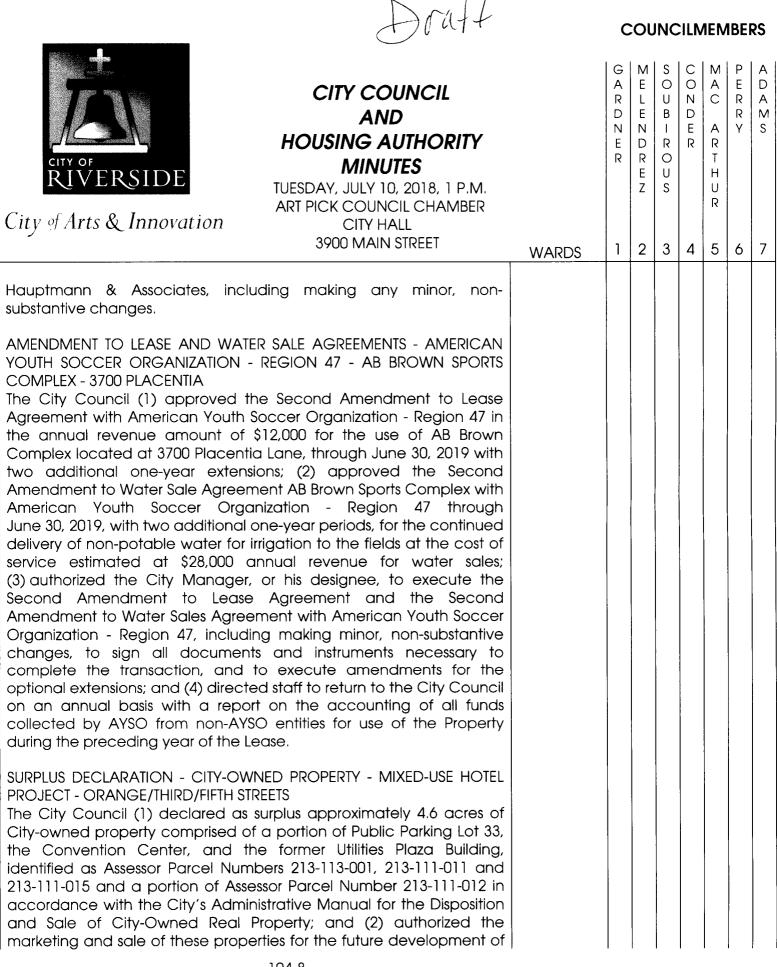
By: \_\_\_\_

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Assistant City Attorney

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DATE (MM/DD/YYYY)

RGN 0047

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS         CERTIFICATE DOES NOT AFRIKANTYLELY OR REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED SY THE POLICIES         BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED         REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.         IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (setian policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).         PRODUCER WILLS from Concourse Comporate Center Five 18th Fioor       Holly Veach         Attanta, GA 30328       Insurers and conditions of the policy (setain policy).         WWW.ayso.org       Insurers and conditions of the policy (setain policy).       Insurers and conditions of the policy (setain policy).         Attanta, GA 30328       Insurers and conditions of the policy (setain policy).       Insurers and conditions of the policy (setain policy).         Misurers Anterican Youth Soccer Organization       Insurers and conditions of the policy (setain policy).       Insurers and poly (setain policy).         Attenta C 490250       Insurers C 199750.S. Vermont Avenue, Suite 200       Insurers and poly (setain policy).       Insurers and poly (setain policy).         Torrace CA 90250       Insurers C 199750.S. Vermont Avenue, Suite 200       Insurers and poly (setain policy).       Insurers and poly (setain poly (setain p		EKI	IFICATE OF LIA	BILLI Y INS	UKANC	E	8	/28/2017
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A       Abuse & Molestation       SIBML00321-171       7/1/2017       7/1/2018       \$1,000,000 Each Occurrence \$2,000,000 Aggregate         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)       *Med Pay applies only to spectators at an AYSO Event. Certificate Holder is an Additional Insured as respects AYSO sanctioned events only and where endorsement is attached and required by contract. General Aggregate Limit Applies on a per Region basis. This insurance is primary and non-contributory from any other insurance if required by contract or written agreement.         CERTIFICATE HOLDER RGN 0047       CANCELLATION         City of Riverside 3900 Main Street Riverside CA 92522       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	(Mandatory in NH)						\$	
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AUTHORIZED REPRESENTATIVE RHITH PULL	City of Riverside 3900 Main Street			THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
Britt Pyle	1					Britt Pyle		-
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#### ACORD 25 (2016/03)

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# DEPARTMENT HEAD APPROVAL FORM Contracts/Agreements

DATE: N	1 Aay 24,	201	8
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PARTIES: City and American Youth Organization (AYSO) - Region 47

PROJECT DESCRIPTION: AB Brown Complex

SCOPE OF CONTRACT/SERVICE: 2<sup>nd</sup> Amendment to Lease and 2<sup>nd</sup> Amendment to Water Sale Agreement

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Community & Economic Development DIVISION MANAGER'S APPROVAL:

BUDGET ACCOUNT (GL Key and Object): \_\_\_\_\_

FUNDING AMOUNT: \$\_\_\_\_\_

CEDD FISCAL MANAGER VERIFICATION OF FUNDS:

DEPT. HEAD APPROVAL:

# PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

() Formal Procurement (Bid #, RFP #, panel, etc.): \_\_\_\_\_

- () Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): \_\_\_\_\_
- () Emergency Procurement (date, event, etc.): \_\_\_\_\_

() Requisition Number: \_\_\_\_\_

() Date Approved by City Council/Board: \_\_\_\_\_

Purchasing Division Validation: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov

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