

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 11th day of July, 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.

(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:

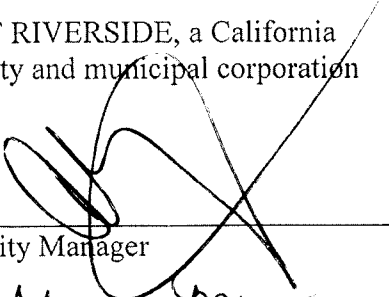
"The Scheduling Committee shall meet quarterly to review the uses that AYSO has scheduled for the Property and shall ensure that Riverside based youth organizations shall be given priority for use of the Property either when AYSO is not using the fields or during the time periods noted in Section 3(g)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

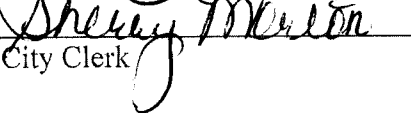
6. All terms and conditions of the Lease not inconsistent with this Second Amendment shall remain in full force and effect, and are incorporated herein by this reference as if set forth in full.

[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

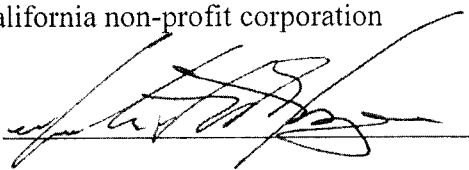
By: 
City Manager

Attest: 
City Clerk

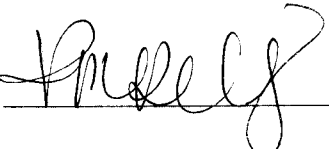
APPROVED AS TO FORM:

By: 
Assistant City Attorney

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

By: 

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

By: 

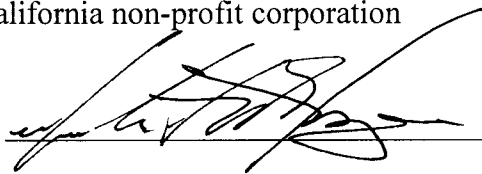
Terry Kelly Region 47
[Name and Title] COMMISSIONER

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

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

By: _____
City Manager

By:  _____

Attest: _____
City Clerk

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

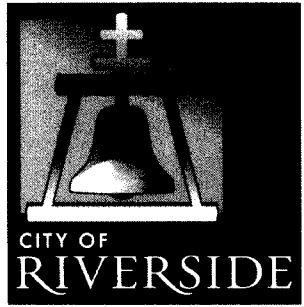
APPROVED AS TO FORM:

By: _____

By: _____
Assistant City Attorney

[Name and Title]

Draft



City of Arts & Innovation

**CITY COUNCIL
AND
HOUSING AUTHORITY
MINUTES**

TUESDAY, JULY 10, 2018, 1 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

COUNCILMEMBERS

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	C O N D E R	M A C A R T H U R	P E R Y	A D A M S
	1	2	3	4	5	6	7
Hauptmann & Associates, including making any minor, non-substantive changes.							
AMENDMENT TO LEASE AND WATER SALE AGREEMENTS - AMERICAN YOUTH SOCCER ORGANIZATION - REGION 47 - AB BROWN SPORTS COMPLEX - 3700 PLACENTIA The City Council (1) approved the Second Amendment to Lease Agreement with American Youth Soccer Organization - Region 47 in the annual revenue amount of \$12,000 for the use of AB Brown Complex located at 3700 Placentia Lane, through June 30, 2019 with two additional one-year extensions; (2) approved the Second Amendment to Water Sale Agreement AB Brown Sports Complex with American Youth Soccer Organization - Region 47 through June 30, 2019, with two additional one-year periods, for the continued delivery of non-potable water for irrigation to the fields at the cost of service estimated at \$28,000 annual revenue for water sales; (3) authorized the City Manager, or his designee, to execute the Second Amendment to Lease Agreement and the Second Amendment to Water Sales Agreement with American Youth Soccer Organization - Region 47, including making minor, non-substantive changes, to sign all documents and instruments necessary to complete the transaction, and to execute amendments for the optional extensions; and (4) directed staff to return to the City Council on an annual basis with a report on the accounting of all funds collected by AYSO from non-AYSO entities for use of the Property during the preceding year of the Lease.							
SURPLUS DECLARATION - CITY-OWNED PROPERTY - MIXED-USE HOTEL PROJECT - ORANGE/THIRD/FIFTH STREETS The City Council (1) declared as surplus approximately 4.6 acres of City-owned property comprised of a portion of Public Parking Lot 33, the Convention Center, and the former Utilities Plaza Building, identified as Assessor Parcel Numbers 213-113-001, 213-111-011 and 213-111-015 and a portion of Assessor Parcel Number 213-111-012 in accordance with the City's Administrative Manual for the Disposition and Sale of City-Owned Real Property; and (2) authorized the marketing and sale of these properties for the future development of							



CERTIFICATE OF LIABILITY INSURANCE

RGN 0047

DATE (MM/DD/YYYY)

8/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY 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(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain 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 Willis Insurance Services of Georgia, Inc.
Concourse Corporate Center Five
18th Floor
Atlanta, GA 30328

CONTACT NAME: Holly Veach
PHONE (A/C, No, Ext): (800)872-2976 E 7961 FAX (A/C, No): 310-525-1155
E-MAIL: ecerts@ayso.org
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Everest National Insurance Company 10120

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

www.ayso.org

INSURED
American Youth Soccer Organization
AYSO Region 0047
19750 S. Vermont Avenue, Suite 200
Torrance CA 90250

COVERAGES

CERTIFICATE NUMBER: 37459630

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

APPROVED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant & Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Region (25M Pol Agg)	<input checked="" type="checkbox"/>		SI8ML00321-171	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5000* PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/>		SI8EX00267-171	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse & Molestation			SI8ML00321-171	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

CANCELLATION

RGN 0047

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.

AUTHORIZED REPRESENTATIVE

Britt Pyle

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: May 24, 2018

PARTIES: City and American Youth Organization (AYSO) – Region 47

PROJECT DESCRIPTION: AB Brown Complex

SCOPE OF CONTRACT/SERVICE: 2nd Amendment to Lease and 2nd 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