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

This Memorandum of Understanding (hereinafter "MOU") is made 10th day of June 2015, 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 Sports Association – Soccer (hereafter "CYSA-S") Coachella Valley Desert Soccer League (hereinafter "CVDSL"), Coachella Youth Baseball & Softball Association (hereinafter "CYBSA"), Coachella Valley Raiders Youth Football (hereinafter "CVRYFA") 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, Rancho Las Flores Park and leased park land from Esterline Defense Technologies (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, CYSA-S is a youth soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, and Esterline Defense Technologies property from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

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

WHEREAS, CVRYFA 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, CYSA-S, CVDSL, CVRYFA and CLAYF (collectively, "Sports Leagues") has created issues about when and 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 and/or leased property from Esterline Defense Technologies 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, CYSA-S, CVDSL, CVRYFA and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CYSA-S, CVDSL, 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. This access shall be from 6 a.m. to 10 p.m. on Mondays, Tuesdays, Wednesdays and Saturdays.

2.2. CVRYFA shall have access to the areas of Rancho Las Flores Park described as area C3 in Exhibit 2 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year; the access areas will be revisited annually and access will be identified in the approved facility use permit. This access shall be as follows:
1) July 20 to August 30: Monday thru Friday 6 a.m. to 10 p.m.;
2) September 1 to November 30: Tuesdays, Wednesdays and Thursdays 6 p.m. to 8 p.m.
Conditioning, games and tournament play will be reserved in advance on a case-by-case basis and permitted separately for the sports season described above.

2.3. 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 access areas will be revisited annually and access will be identified in the approved facility use permit. This access shall be as follows:
1) July 1 to August 30: Monday thru Friday 6 a.m. to 10 p.m.;

2) September 1 to November 30: Tuesdays, Wednesdays and Thursdays 6 p.m. to 8 p.m. Conditioning, games and tournament play will be reserved in advance on a case-by-case basis and permitted separately for the sports season described above.

2.4 CYSA-S shall have access to the areas of Bagdouma Park and Esterline Defense Properties described as areas C and C3 in Exhibits 1 and 3, from 6 a.m. to 9:30 p.m. Fields 1, 2, 5 and 6 at Bagdouma Park will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:
1) November 1 to November 30: Exhibit 1 areas C (Tuesdays, Thursdays, Saturdays and Sundays), and Exhibit 3 area C (Mondays and Saturdays).
2) December 1 to April 30: Exhibit 1 areas C and C3 (Tuesdays, Thursdays, Saturdays and Sundays), and Exhibit 3 area C (Mondays and Saturdays);
3) May 1 to July 31: Exhibit 1 area C (Tuesdays, Thursdays, Saturdays and Sundays), and Exhibit 3 area C (Mondays and Saturdays);

2.5. CVDSL shall have access to the areas of Rancho Las Flores Park and Esterline Defense Properties described as areas C and C3 in Exhibits 2 and 3 from 6 a.m. to 9:30 p.m. Fields 1 and 2, at Rancho Las Flores Park, will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:
1) November 1 to November 30: Exhibit 2 areas C (Tuesdays, Thursdays, Saturdays, and Sundays), and Exhibit 3 area C (Thursdays and Sundays).
2) December 1 to April 30: Exhibit 2 areas C and C3 (Tuesdays, Thursdays, Saturdays and Sundays), and Exhibit 3 area C (Thursdays and Sundays);
3) May 1 to July 31: Exhibit 2 area C (Tuesdays, Thursdays, Saturdays and Sundays), and Exhibit 3 area C (Thursdays and Sundays);

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 - 3 as "A", "B", "C" 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 1st and December 31st 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 any 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 501(c)(3) status for their respective league organization, as named in this MOU, 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 date of the Notice of Violation to make the needed correction(s) and return its 501(c)(3) status to an active and current standing (as verifiable by public state and federal websites). Should the Sports League not return its 501(c)(3) status to an 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 and/or Esterline

Defense Technology property). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. By-Laws. Effective July 1, 2016, the Sport League shall ensure their by-laws preclude any board member, including a Sport League President, to hold any position for any official Sport League board/committee for more than two consecutive years or for more than three years in a ten year period; by-laws must be changed by the effective date to be issued a facility use permit.

7. Record Keeping.

7.1 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.

7.2 Forty-five (45) days after 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 forty-five (45) days prior to the commencement of the sports season the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

7.3 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.

7.4 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.

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

7.6 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.

8. 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.

8.1 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 or 2) 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 set to be 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.

9. 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.

9.1 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.

10. 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.

11. Term. This MOU shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2016, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year, 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.

12. Termination of Agreement.

12.1 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.

13. 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 CVDSL:
President, Coachella Valley
Desert Soccer League
86695 Avenue 54, Ste D
Coachella, CA 92236

For CVRYF:
President, Coachella Valley
Raiders Youth Football
81-369 Avenida Almitas
Indio, CA 92201

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

For City of Coachella:
City Manager
1515 Sixth Street
Coachella, CA 92236

Coachella, CA 92236

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CYSA-S, CVDSL, 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: _____
David Garcia, City Manager

ATTEST:

By: Andrea Carranza
Deputy City Clerk 10/27/2015
Andrea Carranza

Approved as to form:

By: _____
Carlos Campos, City Attorney

COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION:

By: _____
Lisandro Munoz, President

COACHELLA YOUTH SPORTS ASSOCIATION – SOCCER:

By: Alma Rosa Aceves
Alma Aceves, President

COACHELLA VALLEY DESERT SOCCER LEAGUE:

By: _____
Jesus Sajuan , President

COACHELLA VALLEY RAIDERS YOUTH FOOTBALL:

By: _____
Joe Moya, President

COACHELLA LITTLE ARABS YOUTH FOOTBALL

By: _____
John Ortiz, President

EXHIBIT 1 – BAGDOUMA PARK

EXHIBIT 2 – RANCHO LAS FLORES PARK
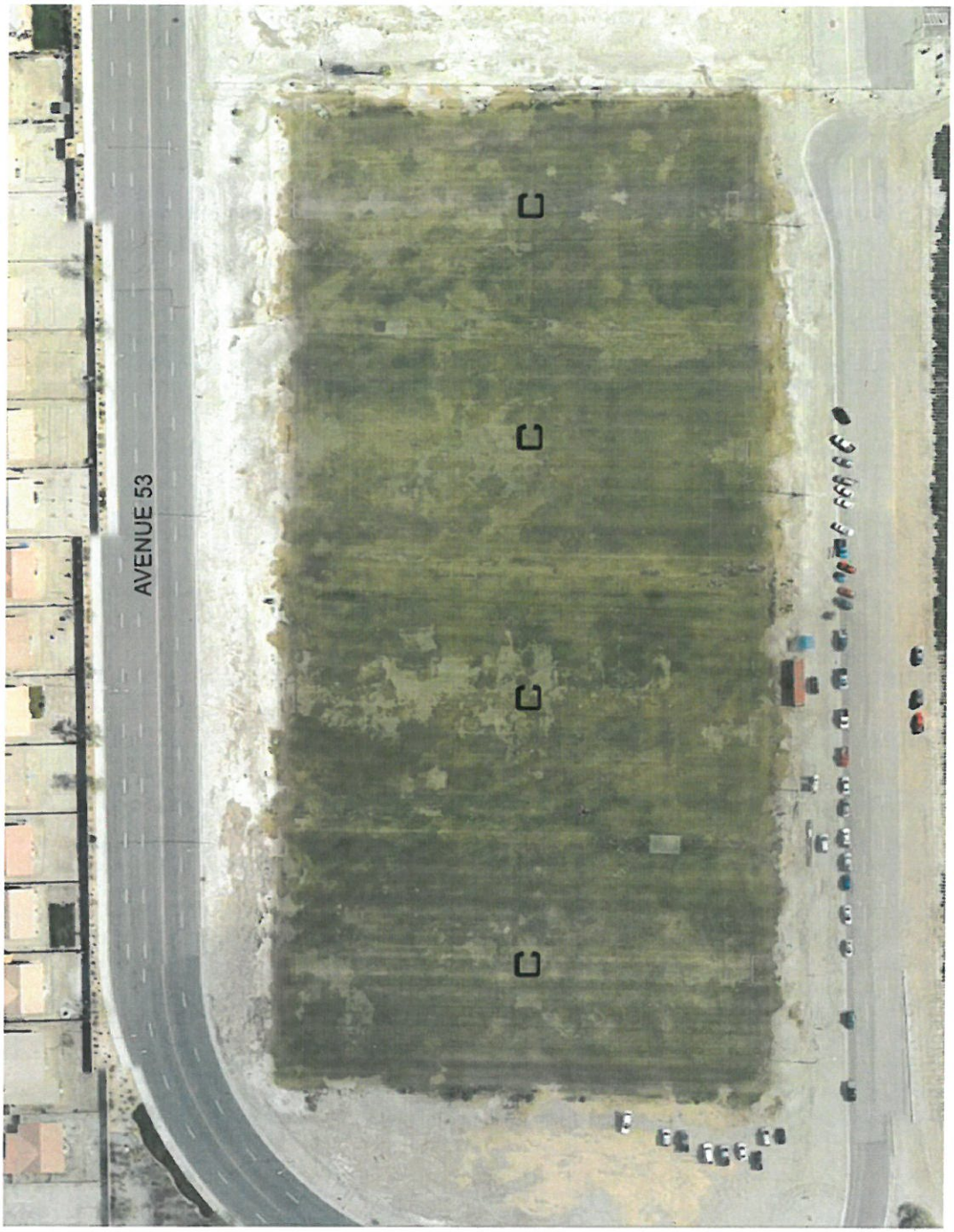
EXHIBIT 3 – ESTERLINE DEFENCE TECHNOLOGIES