

## TEMPORARY FIELD USE AGREEMENT

This Temporary Field Use Agreement (hereinafter "Agreement") is made the 17<sup>th</sup> day of January 2018, 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 Valley Soccer League (hereafter "CVSL").

### 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: Rancho Las Flores Park (referred to hereinafter collectively as "RLF");

WHEREAS, CVSL is a youth sports league operating its soccer sports leagues within the City of Coachella;

WHEREAS, since CVSL also charges fees for the public to join their respective sports League which use the RLF, CVSL has agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this Agreement and for the term of this Agreement;

WHEREAS, CVSL has reached a mutual understanding that will grant CVSL access to RLF during their respective sports seasons under the terms of this Agreement; and

WHEREAS, CVSL must: 1) obtain a facility use permit for its sport season, 2) request an invoice from the City for field use fees, 3) pay corresponding use fees on a monthly basis, 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 Agreement; and

WHEREAS, the CVSL 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 Agreement;

WHEREAS, by entering into this Agreement the City and CVSL will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, and CVSL 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 Agreement.

2. Access to City RLF. The below sections describe park access by CVSL to RLF Park only. For permitted use of these areas CVSL (“League Areas”) 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. CVSL shall have access to the areas of RLF described below: Fields 1 and 2 will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:

- Youth Practice Fields: November 1 to July 31 Fields 1 and 2 at RLF Park (ages 18 and below)
- Youth Game Field: November 1 to July 31 Field 1 (ages 18 and below)
- Adult Game Field: December 1 to April 30 Field 3.

2.2. At all other times and dates not described in Subparagraph 2.1, (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 CVSL during their sports season, other parties and the general public shall have use and access to the League Areas.

2.3. None of the use and access rights granted to CVSL Subparagraphs 2.1, 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 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 CVSL.

2.4. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. CVSL field use cannot exceed nine months between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year.

3. Access to the Snack Bar. For permitted use of the snack bars CVSL 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, CVSL has agreed to have a 501(c)(3) status for their respective league organization, as named in this Agreement and as currently identified by their respective 501(c)(3) number and Employment Identification Number, 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 CVSL a written Notice of Violation and facility access will be revoked.

5. General Liability Insurance and Business License. CVSL 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 (Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. By-Laws. CVSL 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. CVSL must notice the City immediately any time its President resigns.

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 CVSL 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 CVSL must provide the City the following information: number and names of all teams registered; 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 CVSL 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 CVSL elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

7.4 CVSL shall keep and maintain during the term of this Agreement, 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 CVSL's receipts and charges are or can be determined.

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

7.6 CVSL shall retain the Books and Records during the term of this Agreement and for a period of at least four (4) years after the end of each calendar year thereof.

7.7 CVSL shall present an annual End of the Year Report to the Parks and Recreation Commission.

8. User Fees. CVSL must pay the fully burdened 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 CVSL must pay all fees on a monthly basis. Should CVSL lapse in any one of its arranged payment installments a Notice of Correction will be issued and CVSL will be provided fourteen (14) days to pay the agreed payment otherwise CVSL'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 CVSL shall be audited by a third party financial firm selected and paid for by the City of Coachella annually. Prior to the audit CVSL will provide written notification of all documents requested to complete the financial audit; CVSL 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. The final audit documents will be posted on the City website.

9.2 All members of CVSL board must attend the annual 501c3 training provided by the City.

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 Agreement shall be effective as of January 17, 2108, and shall continue in effect until July 31, 2018, unless earlier terminated as provided herein.

12. Termination of Agreement.

12.1 Grounds for Termination. City may, by written notice to CVSL, 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 CVSL 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 CVSL:  
President, Coachella Valley  
Soccer League  
86695 Avenue 54 Suite D  
Coachella, CA 92236

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

14. Amendments. To the extent that either of the Parties believes that the Agreement should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this Agreement.

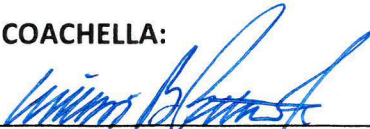
15. Complete and Final Agreement. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

16. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This Agreement 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 (Rancho Las Flores Park) is provided to CVSL by the City and cannot be transferred/given by CVSL to any other entity.

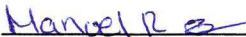
17. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

WHEREFORE, IN WITNESS THEREOF, the City, and CVSL 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:   
William B. Pattison, Jr., City Manager

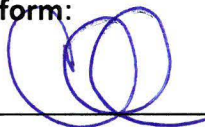
**COACHELLA VALLEY SOCCER LEAGUE:**

By:   
Manuel Montano, President

**ATTEST:**

By:   
for Angela M. Zepeda, City Clerk

**Approved as to form:**

By:   
Carlos Campos, City Attorney