

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

This Memorandum of Understanding (hereinafter "MOU") is made on June 24th, 2026, 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 Baseball & Softball Association (hereinafter "CYBSA"), Coachella Valley Soccer League ("CVSL"), Coachella Youth Sports Association — Soccer (hereinafter "CYSA-S") 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, and Rancho Las Flores Park (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 31st and September 1st to November 30th, of each year for their practices, games, tournaments, programs and related baseball activities;

WHEREAS, CVSL is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from July 15th to December 1st, and January 15th to June 1st during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from July 15th to December 1st, and January 15th to June 1st, during part of their sports season for their practices, games, tournaments, programs and related soccer 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, CVSL, CYSA-5, and CLAYF (collectively, "Sports Leagues") have had concerns regarding 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 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, CVSL, CYSA-S, and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, 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 May31st and September 1st to November 30th , of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit

2.2. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 and area D in Exhibit 1, as permitted by the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

- 1) July 15th to December 1st : Exhibit 2 areas C1, C2 and C3;
- 2) January 15 to June 1st; Exhibit 2 areas C1, C2, and C3

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C in Exhibit 1 and as reflected in the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

- 1) July 15th to December 1st : Exhibit 1 areas C1, C2, C5. C6;
- 2) January 15th to June 1st : Exhibit 1 areas C1, C2, C3, C4, C5, C6 ;

2.4. CLAYF shall have access to the area of Bagdouma Park described as area C3 and C4 in Exhibit 1 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.5. 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 - 2 as "A", "B", "C", "C1", "C2" "C3", "C4", "C5", "C6", and (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

2.6. 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.

2.7. 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 field conditions and 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 a 501(c)(3) status for their respective league organization, as named in the MOU 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 the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a 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 proof of required insurance coverage, including certificates of insurance and required endorsements acceptable to City, prior to the start of the season, and before issuance of any Facility Use Permit.

5.1 Commercial General Liability Insurance. Each Sports League shall obtain and maintain, at its sole cost and expense, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, covering claims for bodily injury, personal injury, property damage, and premises/operations liability arising out of or related to the Sports League's use of City facilities, including Bagdouma Park and/or Rancho Las Flores Park.

5.2 Additional Insured Endorsement. The City of Coachella, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds by endorsement for claims arising out of or related to the Sports League's activities, operations, events, programs, permits, or use of City facilities.

5.3 Primary and Non-Contributory Coverage; Waiver of Subrogation. The required insurance shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Each Sports League shall provide a waiver of subrogation in favor of the City of Coachella and its elected and appointed officials, officers, employees, agents, and volunteers.

5.4 Evidence of Coverage. Each Sports League shall provide the City with certificates of insurance and all required endorsements at least thirty (30) days before the start of the applicable sports season, or by such earlier date as may be required by the City. The City may require updated proof of coverage at any time during the term of this MOU or any Facility Use Permit.

5.5 No Facility Use Without Required Insurance. No Facility Use Permit shall be issued, and no access to or use of City parks, recreational facilities, or other City property shall be permitted, unless and until the Sports League has provided the required business license, certificates of insurance, and endorsements in a form acceptable to the City. Failure to obtain or maintain the required insurance shall be grounds for immediate suspension or revocation of facility access until corrected to the City's satisfaction.

5.6 Additional Coverage. The City may require additional insurance coverage, higher limits, or different endorsements based on the nature, size, duration, or risk of a particular use, event, tournament, activity, or permit.

6. Record Keeping.

6.1 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.

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

6.3 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.

6.4 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.

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

6.6 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.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

6.8 Each Sports League shall timely comply with all record-keeping, reporting, notice, and submittal requirements in this Section 6 and elsewhere in this MOU. Unless this MOU requires a different method, or unless the City directs otherwise in writing, all required documents, notices, reports, forms, and other submittals shall be provided in writing by e-mail in a commonly accessible digital format or by hard copy delivered to the Public Works Director or the Public Works Director's designee. The City may use checklists, forms, and written deadlines to help administer and confirm compliance with this MOU. Failure to timely submit required materials may result in delay, suspension, denial, or revocation of the applicable Facility Use Permit, in addition to any other remedy available to the City under this MOU, the Facility Use Permit, the Municipal Code, or applicable law.

7. 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.

7.1 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 2) pay fees on a month to month basis or 3) 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 scheduled 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.

8. 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.

8.1 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. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

9. Code of Conduct and Enforcement. The City of Coachella Municipal Code Chapter 12.32 establishes Park Use Regulations. Each Sports League, including its officers, board members, coaches, volunteers, participants, vendors, and spectators, shall comply with the City's Municipal Code, applicable City rules and policies, all Facility Use Permit conditions, and this MOU while using City parks or City facilities.

9.1 Prohibited Conduct. Prohibited conduct includes, but is not limited to, public intoxication, possession or consumption of alcohol, fighting, threats or acts of violence, disorderly conduct, vandalism, and failure to follow lawful directions from City staff, law enforcement, code enforcement officers, or other authorized City representatives.

9.2 League Responsibility. Each Sports League shall take reasonable steps to help prevent and address violations occurring during its permitted use of City facilities. These steps include communicating applicable park rules to coaches, volunteers, participants, and spectators; promptly notifying the City of serious incidents, including violence, threats of violence, public intoxication, or disorderly conduct; cooperating with City staff and law enforcement; and taking corrective action when requested by the City.

9.3 City Enforcement Rights. Violations may result in one or more enforcement actions or remedies, including removal from City property, issuance of citations or administrative fines where authorized by law, restricting the violator from accessing the park, suspension or revocation of a Facility Use Permit, denial of future facility use, issuance of a Notice of Violation to the applicable Sports League, or termination of this MOU as provided herein.

9.4 Individual Restrictions; League Consequences. If violations are recurring, serious, or unresolved, the City may restrict the violator from accessing City parks or facilities for the remainder of the Sports League season, or for such other period as may be permitted by law. Extended restriction periods will result in a written Notice of Violation issued by the City of Coachella Public Works Director or designee. If violations are repeated, serious, involve violence, threats of violence, public intoxication, disorderly conduct, or show that a Sports League has failed to take reasonable corrective measures, the City may also impose permit-related remedies against the Sports League, including suspension or revocation of facility access.

9.5 No Limitation on City Authority. Nothing in this Section limits the City's authority to enforce its Municipal Code, exercise its police powers, or take any action otherwise authorized by law.

10. Term. This MOU shall be effective as of **July 15th, 2026**, and shall continue in effect until **July 15th, 2031**, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1s^t, 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.

11. Termination of Agreement.

11.1 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.

12. 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 CLAYF

President, Coachella Little
Arabs Youth Football
P.O. Box 1109
Coachella, CA 92236

For City of Coachella:

City Manager
53-990 Enterprise Way
Coachella, CA 92236

For CVSL:

President
51544 Cesar Chavez St. Suite 1H
Coachella, CA 92236

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) less than two organizations are providing one of three youth sports (soccer, baseball/softball, football); 2) Sport League applicant must have at least three consecutive years in operation 3) Sport League applicant can provide the following documents for three consecutive years: active and current 501c3 status, 1023 documents, Registered with Franchise State Tax Board documents, Registered as a State Charity, financial documents including general ledger of all transactions for the same three years, applicant can provide all Financial Audit documents and obtain a score of C or better by the City assigned third party auditor

WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CVSL, CYSA-S, 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:

**COACHELLA YOUTH BASEBALL
AND SOFTBALL ASSOCIATION**

By: _____
City Manger

By: _____
Name/Title

ATTEST:

**COACHELLA VALLEY SOCCER
LEAGUE:**

By: _____
Angela M Zepeda, City Clerk

By: _____
Name/Title

APPROVED AS TO FORM:

**COACHELLA YOUTH SPORTS
ASSOCIATION – SOCCER**

By: _____
City Attorney

By: _____
Name/Title

**COACHELLA LITTLE ARABS
YOUTH FOOTBALL**

By: _____
Name/Title

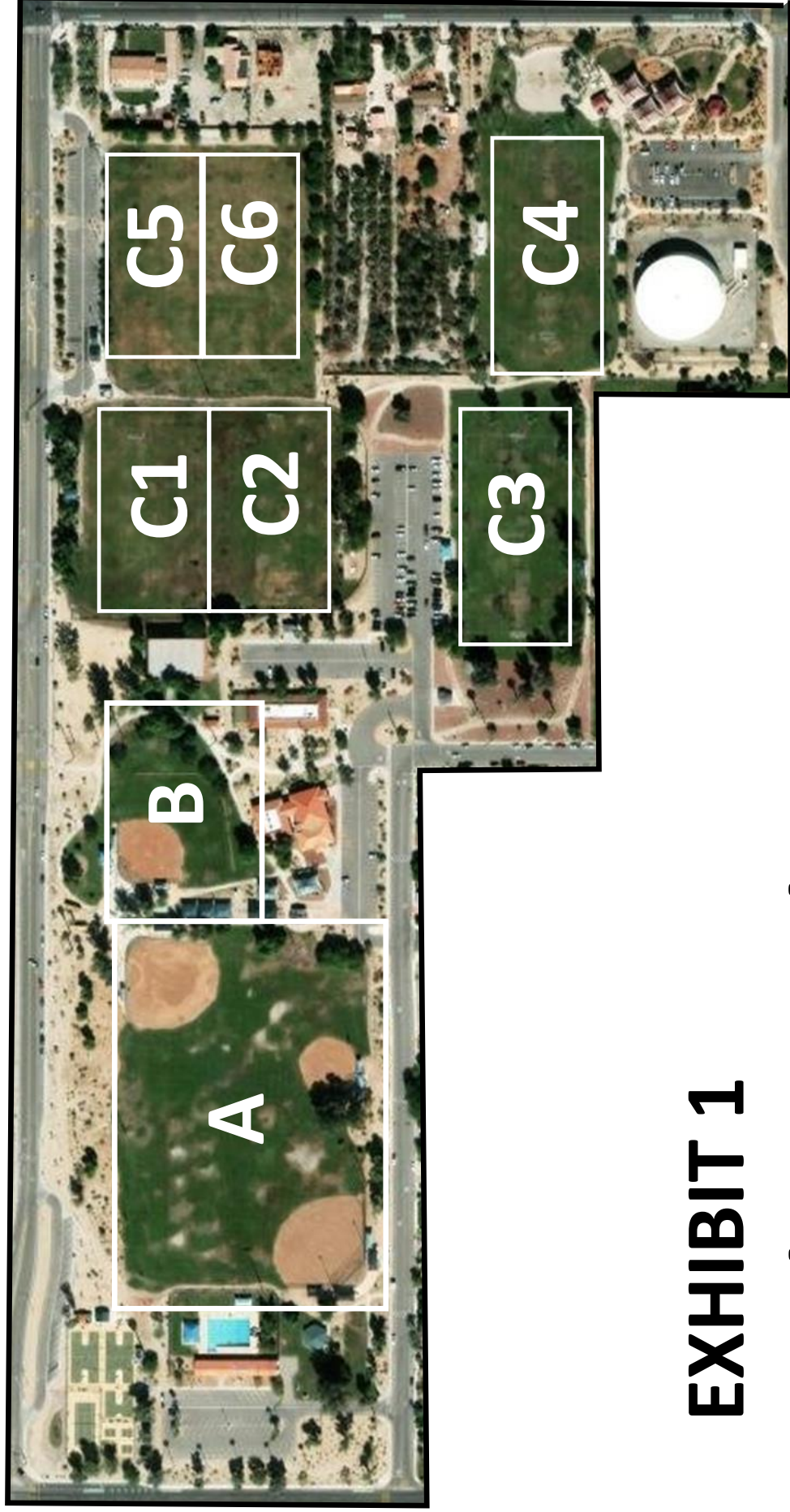


EXHIBIT 1
Bagdouma Park

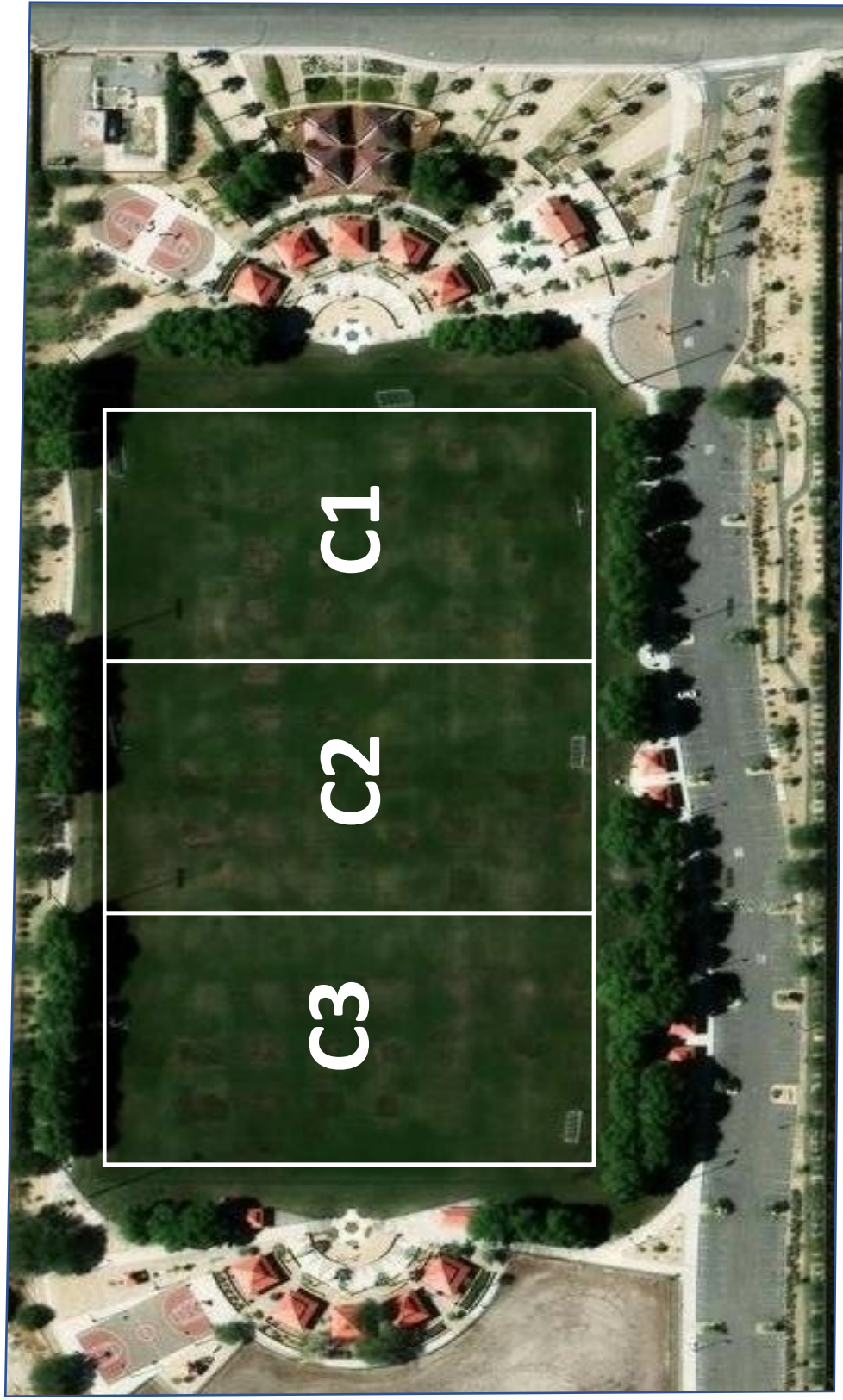


EXHIBIT 2

Rancho Las Flores Park