



Coachella Corporate Yard, Upstairs Conference Room
53-462 Enterprise Way, Coachella, California
(760) 398-3502 ♦ www.coachella.org

AGENDA
OF A REGULAR MEETING
OF THE
CITY OF COACHELLA
PARKS AND RECREATION COMMISSION

December 17, 2019
4:30 PM

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF AGENDA:

“At this time the Commission may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.”

APPROVAL OF THE MINUTES:

1. Regular Meeting Minutes of November 19, 2019, of the Parks and Recreation Commission of the City of Coachella, California.

PRESENTATIONS:

2. Desert Recreation District Regional Master Plan

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

3. Receive and file Sports League Financial Examination Report for Coachella Valley Soccer League (CVSL).
4. Receive and file Sports League Financial Examination Report for:
 - a) Coachella Little Arabs Youth Football (CLAYF);
 - b) Coachella Valley Raiders Youth Football Association (CVRIFA); and
 - c) Coachella Youth Sports Association Soccer (CYSAS)

And direct staff regarding field use restrictions, if any.

5. Recommend approval of:

- a) Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues;
and
- b) Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

“The public may address the Commission on any item of interest to the public that is not on the agenda, but is within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

REPORTS AND REQUESTS:

Commissioner Comments

Public Works Director's Comments

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection at the
City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



MINUTES
OF A REGULAR MEETING
OF THE
CITY OF COACHELLA
PARKS AND RECREATION COMMISSION

November 19, 2019
4:30 p.m.

CALL TO ORDER:

The Regular Meeting of the Parks and Recreation Commission of the City of Coachella was called to order at 4:33 p.m. at the Coachella Corporate Yard by Chair Aviles.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Chair Aviles.

ROLL CALL:

Present: Commissioner J. Carlos Ayala, Commissioner Javier Figueroa, Commissioner Rosario Sabala, and Chair Arturo Aviles.

Absent: Alternate Commissioner Liliana Serrato and Vice Chair Karina Rodriguez.

(It was noted for the record that Vice Chair Rodriguez notified us in advance that she would be absent.)

APPROVAL OF AGENDA:

Motion: To approve the agenda as presented.

Made by: Commissioner Ayala

Seconded by: Commissioner Figueroa

Approved: 4-0, by a unanimous voice vote.

APPROVAL OF THE MINUTES:

1. Regular Meeting Minutes of October 15, 2019, of the Parks and Recreation Commission of the City of Coachella, California.

Motion: To approve the minutes as presented

Made by: Commissioner Figueroa

Seconded by: Commissioner Ayala

Approved: 5-0, by a unanimous voice vote.

PRESENTATIONS:

2. Coachella Parks and Recreation Foundation Update, with 55 scholarships awarded as of November 14, 2019, in the amount of \$3,072.50. Imperial Irrigation (IID) has awarded the Foundation an additional \$10,000.00 in funds for scholarships. The estimated fund balance is \$16,927.50 for youth scholarships.

Public Comment: Emmanuel Martinez

3. Proposition 68 Grant Update. The City has submitted an application for a park site located at Avenue 52/Education Way with a tentative park name of Central Park. Applications are now under review by the California Parks Department and the State will announce awards in the first quarter of 2020.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

- a) Juan Alvarado
- b) Claudia Lua Alvarado
- c) Marco Zamudio
- d) Alma Rosa Aceves
- e) Manuel Montaña
- f) Laura Rabago, with time donated to Juan Alvarado for additional comments
- g) Eduardo Ortega

REPORTS AND REQUESTS:

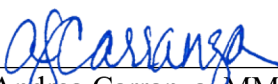
Commissioner Comments

Public Works Director's Comments

ADJOURNMENT:

There being no further business to come before the Commission, Chair Aviles adjourned the meeting at 5:27 p.m.

Respectfully submitted,



Andrea Carranza, MMC
Deputy City Clerk



STAFF REPORT
12/17/2019

TO: Parks and Recreation Chair and Commissioners

FROM: Maritza Martinez, Public Works Director

SUBJECT: Receive and file Sports League Financial Examination Report for Coachella Valley Soccer League (CVSL).

STAFF RECOMMENDATION:

Receive and file sports league financial examination report for Coachella Valley Soccer League (CVSL).

EXECUTIVE SUMMARY

A Temporary Use Agreement was executed on January 23, 2019 and its term ended on July 31, 2019. In accordance with Section 9.1 of the Temporary Use Agreement between the City of Coachella and Coachella Valley Soccer League (CVSL) a third party auditing firm was engaged to complete a financial examination of CVSL for 2019. Notification of requested documentation was provided to CVSL on April 22, 2019 requesting receipt of financial documents by May 23, 2019. A second letter was issued to CVSL on June 10, 2019 requesting remaining items still pending be provided by June 25, 2019. Initial items requested were received by CVSL on July 8, 2019. The auditing firm reviewed the submitted documents by CVSL and requested standard follow-up document requests; a letter reflecting these requested documents was submitted to CVSL on October 9, 2019 and documents were received by CVSL on October 15, 2019.

The City contracted with Turner, Warren, Hwang & Conrad (TWHC) to complete the financial audit for CVSL. The firm did identify some areas of improvement: 1) ensuring Treasurer duties are being implemented as identified by CVSL bylaws such as monthly reporting to Board of Directors and 2) Treasurer not jointly signing checks with the President. Overall TWHC provided that CVSL is using QuickBooks well and financial transactions appeared well classified and reported. Additionally, with the exceptions of the noted areas TWHC did find that CVSL was substantially in compliance with requirements in the Temporary Use Agreement and has sound financial practices in place. If asked to score CVSL on their financial practices TWHC would assign CVSL an A- (excellent with noted exceptions). A detailed report of the findings and recommendations by TWHC is attached hereto and will be posted on the City's website.

FINANCIAL IMPACT

No financial impact will result from this action.

Attachments:

Final Audit Finding

CITY OF COACHELLA
REPORT ON THE AUGUST 2017- JULY 2018 FINANCIAL AUDIT OF
COACHELLA VALLEY SOCCER LEAGUE
PROVIDED NOVEMBER 2019

Draft



**REPORT ON THE AUGUST 2017- JULY 2018 FINANCIAL AUDIT OF
COACHELLA VALLEY SOCCER LEAGUE
PROVIDED NOVEMBER 2019**

November 18, 2019

Maritza Martinez, Public Works Director
Parks and Recreation Commission
City of Coachella
Coachella, California

Dear Ms. Martinez and Parks and Recreation Commission:

We have performed the procedures enumerated in our following report, together with our findings, regarding Coachella Valley Soccer League (CVSL) selected by you for a biennial financial audit for August 2017 to July 2018 as required by the Memorandum of Understanding (MOU) between the City of Coachella (the City) and city sports leagues, solely to assist you in connection with the City's responsibilities under the MOU. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. These procedures can include audit work such as inspection, observation, verification, recalculation, re-performance, inquiry and analysis as defined by the City. Consequently, we make no representation regarding the sufficiency of the procedures described in our report either for the purpose for which this report has been requested or any other purpose.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination as defined in professional standards in which a practitioner obtains reasonable assurance about whether a subject matter as measured against criteria is free from material misstatement, the objective of which would be the expression of an opinion on the financial records of CVSL. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City's management (including use by the League for implementing the City's MOU with the League) and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully submitted,

Turner, Warren, Hwang + Conrad

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Draft

EXECUTIVE SUMMARY

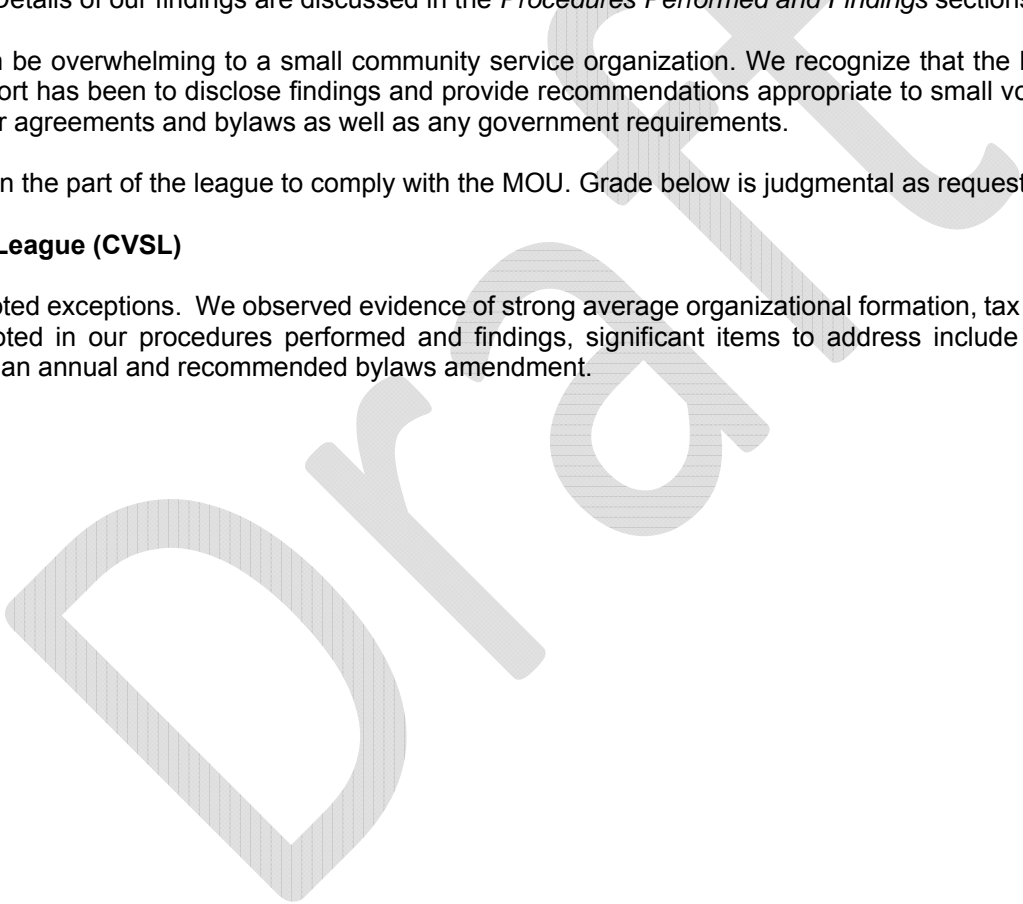
We were engaged to perform a financial audit of CVSL to assist the City in meeting its responsibilities under the MOU. This financial audit was based on agreed-upon procedures noted in our contract agreement dated August 6, 2019. Our findings are based on requests for documentation and information of the League via the Public Works Director and Recreation Services Coordinator as well as our review of certain documents, including publicly available records. Details of our findings are discussed in the *Procedures Performed and Findings* sections of this report.

Administrative burdens can be overwhelming to a small community service organization. We recognize that the League is performing a valuable community service. Our effort has been to disclose findings and provide recommendations appropriate to small volunteer organizations that assist them in complying with their agreements and bylaws as well as any government requirements.

There is substantial effort on the part of the league to comply with the MOU. Grade below is judgmental as requested by the City.

Coachella Valley Soccer League (CVSL)

Grade: A- Excellent with noted exceptions. We observed evidence of strong average organizational formation, tax compliance efforts, and financial records preparation. As noted in our procedures performed and findings, significant items to address include consideration of more frequent accounting and reporting than annual and recommended bylaws amendment.



PROCEDURES PERFORMED AND FINDINGS – CVSL

Results of the steps taken for the financial audit of CVSL are provided below.

PROCEDURES PERFORMED	FINDINGS
INTERNAL CONTROLS	
<p>1. Inquired about how financial transactions were monitored and recorded. Determined that income and expenses from activities were recorded in a manner consistent with sound business practices and that they incorporated elements of control appropriate to a small organization.</p> <p>We reviewed, summarized and analyzed financial records provided. Key records were:</p> <ul style="list-style-type: none"> • Rabobank bank statements for August 2017 to July 2018 and transaction documents for the period • QuickBooks financial statements covering August 2017 to July 2018 	<p>We found the QuickBooks annual financial reporting to be sound. Financial transactions appeared well classified and reported in an organized fashion as prepared <i>annually</i> by the League’s outside tax preparer from spreadsheet activity recorded by the Treasurer. The League reported that their tax preparer also reconciles the bank account.</p> <p>While good, this does not meet the full requirements of Treasurer duties per CVSL bylaws. The bylaws require documenting expenses jointly with the President and monthly financial reporting to the Board of Directors.</p> <p>Also, the bylaws require the Treasurer to jointly sign checks with the President which was not done during the period.</p> <p>We recommend that the League consult with its tax preparer and the City for assistance with implementing Treasurer duties per its bylaws. Treasurer implementation of directly using QuickBooks at the League can assist with this.</p>
<p>2. Determined that fundraising activities were in-line with the League’s bylaws and properly monitored.</p> <p>We inquired about fundraising practices and a sample transaction.</p>	<p>No Internal Revenue Code violations were observed in fundraising activities.</p>
FINANCIAL REPORTING	
<p>3. Obtained monthly or quarterly financial reports to determine whether reports were prepared routinely. Traced amounts on the reports to the supporting documentation such as bank statements and other documentation as related to the balance sheet items.</p> <p>We reviewed the balance sheet (net position) and income and expense statement for fiscal year ending July 2018.</p>	<p>Monthly / quarterly financial reports are not prepared. Please see procedure 1 on financial recording and annual reporting.</p>

PROCEDURES PERFORMED	FINDINGS
<p>4. Tested the income statement items on a test basis to determine that transactions were recorded properly.</p> <p>We reviewed financial statements, bank records, deposit slips, registration records, and other and inquired about procedures.</p>	<p>The League reports that its practice is to deposit all cash and pay all expenses by check or debit card.</p> <p>The League reports that the Treasurer tracks unpaid dues to ensure payment.</p> <p>No exception noted.</p>
<p>5. Tested how income was recorded and vouch a sample of expenses.</p>	<p>CVSL provided supporting documentation for its checking activity.</p> <p>No exception noted.</p> <p>CVSL has transaction support in scanned files. We recommend naming these files by month and systematically retaining for its document retention period and as required by MOU including any backup procedures for reliably storing data.</p>
<p>QUALIFIED AMATEUR SPORTS ORGANIZATION UNDER IRC 501(c)(3)</p>	
<p>6. Determined that the League met the IRS requirements of a Qualified Amateur Sports Organization and tax-exempt charitable organization as discussed in our Letter of Agreement.</p>	<p>CVSL is a tax exempt non-profit 501(c)(3) charitable organization eligible to receive tax exempt donations in addition to fees for services. No exception noted.</p>
<p>REGISTRATIONS AND TAX FILINGS</p>	
<p>7. If applicable, determined that the League had filed the appropriate tax compliance documents. Obtained a copy of the returns.</p> <p>We obtained a copy of prepared CVSL's 2017 Form 990-EZ (for fiscal year ending July 2018) and the prepared California electronic filing authorization form.</p>	<p>No exception noted.</p>
<p>8. Determined that the League had both tax-exempt determination letters from the Federal government as a 501(c)(3) and the Franchise Tax Board (23701d).</p>	<p>CVSL received tax exempt status from the IRS in a letter dated July 19, 2016, effective June 6, 2016 (after filing of IRS Form 1023-EZ Tax Exempt Application).</p> <p>We verified that the League is listed on the California Franchise Tax Board's list of tax-exempt organizations.</p>

PROCEDURES PERFORMED	FINDINGS
REVIEW OF BYLAWS AND MINUTES	
<p>9. Obtained a copy of the bylaws and determined that the League was operating substantially within its bylaws.</p>	<p>If not implemented already, we recommend implementing these prior financial audit findings regarding bylaws:</p> <p>We noted that CVSL had corporate officers and held regular meetings (see Procedure #11). We did not find a report on the full Annual Meeting requirement according to League bylaws, including financial reporting. We recommend fulfilling this requirement and reporting on it to the City.</p> <p>While CVSL was not part of the March 6, 2017 MOU with the City, the League did not have this MOU requirement in its bylaws: "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. The Sport League must notice the City immediately any time its President resigns." We recommend adding this requirement.</p> <p>We also recommend adding a conflict of interest section to its bylaws as appropriate for a nonprofit organization.</p>
<p>10. Determined that the recorded league registration was documented with the State.</p>	<p>At the California Attorney General Website, we determined that the League is in current status through 2018 RRF-1 Registration Renewal filing.</p>
<p>11. Reviewed the League's board minutes for the last twelve months.</p>	<p>CVSL kept sufficient minutes on its regular meetings.</p>
REVIEW OF INSURANCE BINDER	
<p>12. Obtained a copy of the insurance binder to ensure the League had insurance coverage such that the programs included liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. Most importantly, insurance coverage should have a \$1,000,000 general liability which includes covering the City of Coachella.</p>	<p>The CVSL provided us with Certificates of Insurance with \$1 million liability coverage, (\$2 million aggregate) latest expiring October 2019, also covering the City of Coachella as an additional insured.</p>

PROCEDURES PERFORMED	FINDINGS
ADDITIONAL	
13. Traced payments for use of city facilities to League records.	Please see schedule below provided by the League.

Schedule of payments made to City of Coachella for the use of fields for August 1, 2017 to July 31, 2018 fiscal year.

2/6/2018	Retiro de Efectivo para Deposito en la Ciudad (Av 48 Campos)	City of Coachella		With-draw	\$200.00
3/27/2018	Pago de campos en Rancho Las flores Enero/Febrero meses.	City Of Coachella		#1160	\$2,050.50
3/27/2018	Pago de campos en Rancho Las Flores/ Marzo mes	City Of Coachella		#1161	\$1,883.00
5/8/2018	Pago de Renta de Campos/Rancho Las Flores a la ciudad	City Of Coachella		#1173	\$1,762.00
6/20/2018	pago de renta de campos en rancho las Flores	City Of Coachella		#1185	\$2,835.00
7/19/2018	Pago de Renta de Campos En Rancho Las Flores	City Of Coachella		#1193	\$2,971.50

APPENDIX A – MOU REFERENCE**Financial Excerpts from 2017 Memorandum of Understanding between the City and the Leagues (Youth and Adult)****6. Bylaws.**

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. The Sport League 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 the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

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.

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.

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

9.3 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.

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CITY OF COACHELLA
REPORT ON THE AUGUST 2017- JULY 2018 FINANCIAL AUDIT OF
COACHELLA VALLEY SOCCER LEAGUE
PROVIDED NOVEMBER 2019

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Parks and Recreation Commission
City of Coachella
Coachella, California

Dear Ms. Martinez and Parks and Recreation Commission:

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This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination as defined in professional standards in which a practitioner obtains reasonable assurance about whether a subject matter as measured against criteria is free from material misstatement, the objective of which would be the expression of an opinion on the financial records of CVSL. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City's management (including use by the League for implementing the City's MOU with the League) and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully submitted,

Turner, Warren, Hwang + Conrad

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EXECUTIVE SUMMARY

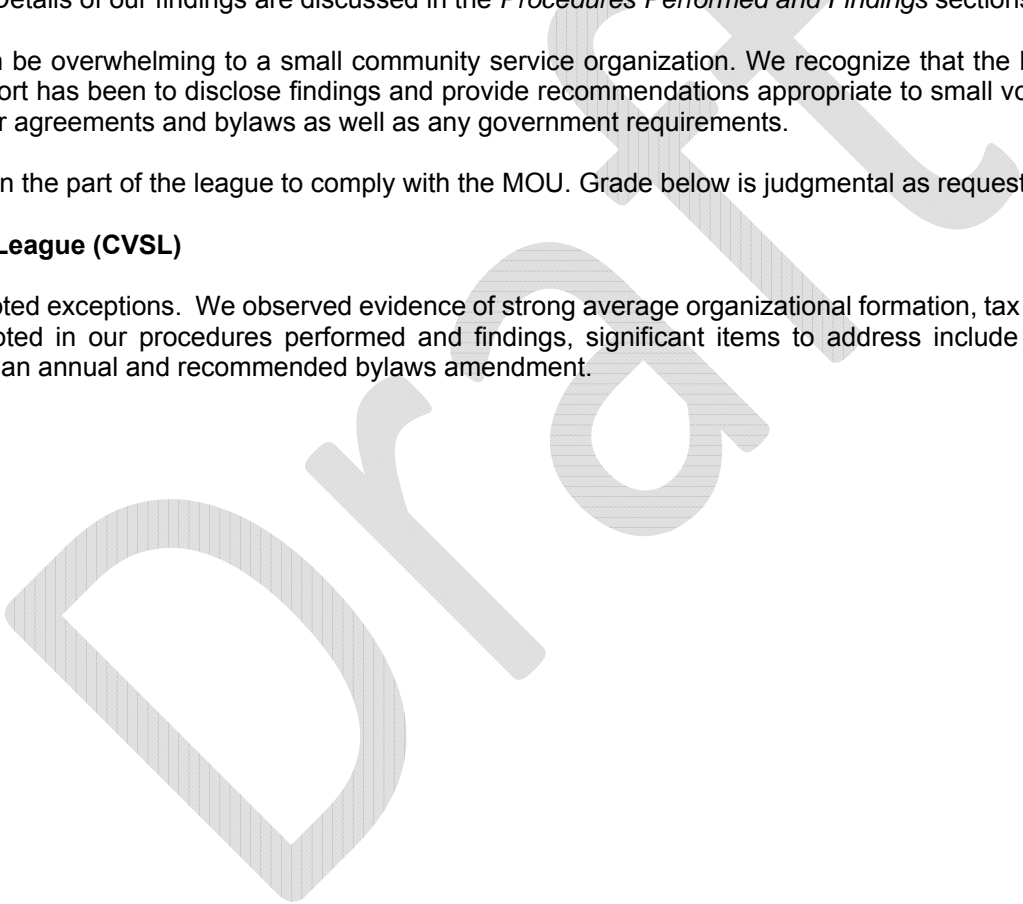
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Grade: A- Excellent with noted exceptions. We observed evidence of strong average organizational formation, tax compliance efforts, and financial records preparation. As noted in our procedures performed and findings, significant items to address include consideration of more frequent accounting and reporting than annual and recommended bylaws amendment.



PROCEDURES PERFORMED AND FINDINGS – CVSL

Results of the steps taken for the financial audit of CVSL are provided below.

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<p>QUALIFIED AMATEUR SPORTS ORGANIZATION UNDER IRC 501(c)(3)</p>	
<p>6. Determined that the League met the IRS requirements of a Qualified Amateur Sports Organization and tax-exempt charitable organization as discussed in our Letter of Agreement.</p>	<p>CVSL is a tax exempt non-profit 501(c)(3) charitable organization eligible to receive tax exempt donations in addition to fees for services. No exception noted.</p>
<p>REGISTRATIONS AND TAX FILINGS</p>	
<p>7. If applicable, determined that the League had filed the appropriate tax compliance documents. Obtained a copy of the returns.</p> <p>We obtained a copy of prepared CVSL's 2017 Form 990-EZ (for fiscal year ending July 2018) and the prepared California electronic filing authorization form.</p>	<p>No exception noted.</p>
<p>8. Determined that the League had both tax-exempt determination letters from the Federal government as a 501(c)(3) and the Franchise Tax Board (23701d).</p>	<p>CVSL received tax exempt status from the IRS in a letter dated July 19, 2016, effective June 6, 2016 (after filing of IRS Form 1023-EZ Tax Exempt Application).</p> <p>We verified that the League is listed on the California Franchise Tax Board's list of tax-exempt organizations.</p>

PROCEDURES PERFORMED	FINDINGS
REVIEW OF BYLAWS AND MINUTES	
<p>9. Obtained a copy of the bylaws and determined that the League was operating substantially within its bylaws.</p>	<p>If not implemented already, we recommend implementing these prior financial audit findings regarding bylaws:</p> <p>We noted that CVSL had corporate officers and held regular meetings (see Procedure #11). We did not find a report on the full Annual Meeting requirement according to League bylaws, including financial reporting. We recommend fulfilling this requirement and reporting on it to the City.</p> <p>While CVSL was not part of the March 6, 2017 MOU with the City, the League did not have this MOU requirement in its bylaws: "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. The Sport League must notice the City immediately any time its President resigns." We recommend adding this requirement.</p> <p>We also recommend adding a conflict of interest section to its bylaws as appropriate for a nonprofit organization.</p>
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REVIEW OF INSURANCE BINDER	
<p>12. Obtained a copy of the insurance binder to ensure the League had insurance coverage such that the programs included liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. Most importantly, insurance coverage should have a \$1,000,000 general liability which includes covering the City of Coachella.</p>	<p>The CVSL provided us with Certificates of Insurance with \$1 million liability coverage, (\$2 million aggregate) latest expiring October 2019, also covering the City of Coachella as an additional insured.</p>

PROCEDURES PERFORMED	FINDINGS
ADDITIONAL	
13. Traced payments for use of city facilities to League records.	Please see schedule below provided by the League.

Schedule of payments made to City of Coachella for the use of fields for August 1, 2017 to July 31, 2018 fiscal year.

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3/27/2018	Pago de campos en Rancho Las Flores/ Marzo mes	City Of Coachella		#1161	\$1,883.00
5/8/2018	Pago de Renta de Campos/Rancho Las Flores a la ciudad	City Of Coachella		#1173	\$1,762.00
6/20/2018	pago de renta de campos en rancho las Flores	City Of Coachella		#1185	\$2,835.00
7/19/2018	Pago de Renta de Campos En Rancho Las Flores	City Of Coachella		#1193	\$2,971.50

APPENDIX A – MOU REFERENCE**Financial Excerpts from 2017 Memorandum of Understanding between the City and the Leagues (Youth and Adult)**6. Bylaws.

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. The Sport League 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 the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

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.

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.

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

9.3 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.

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CITY OF COACHELLA
REPORT ON THE 2017- 2018 FINANCIAL AUDIT OF
COACHELLA YOUTH SPORTS ASSOCIATION SOCCER
PROVIDED NOVEMBER 2019

Draft

**REPORT ON THE 2017- 2018 FINANCIAL AUDIT OF
COACHELLA YOUTH SPORTS ASSOCIATION SOCCER
PROVIDED NOVEMBER 2019**

November 18, 2019

Maritza Martinez, Public Works Director
Parks and Recreation Commission
City of Coachella
Coachella, California

Dear Ms. Martinez and Parks and Recreation Commission:

We have performed the procedures enumerated in our following report, together with our findings, regarding Coachella Youth Sports Association Soccer (CYSAS) selected by you for a biennial financial audit for 2017 – 2018 as required by the Memorandum of Understanding (MOU) between the City of Coachella (the City) and city sports leagues, solely to assist you in connection with the City's responsibilities under the MOU. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. These procedures can include audit work such as inspection, observation, verification, recalculation, re- performance, inquiry and analysis as defined by the City. Consequently, we make no representation regarding the sufficiency of the procedures described in our report either for the purpose for which this report has been requested or any other purpose.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination as defined in professional standards in which a practitioner obtains reasonable assurance about whether a subject matter as measured against criteria is free from material misstatement, the objective of which would be the expression of an opinion on the financial records of CYSAS. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City's management (including use by the League for implementing the City's MOU with the League) and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully submitted,

Turner, Warren, Hwang + Conrad

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EXECUTIVE SUMMARY

We were engaged to perform a financial audit of CYSAS to assist the City in meeting its responsibilities under the MOU. This financial audit was based on agreed-upon procedures noted in our contract agreement dated August 6, 2019. Our findings are based on requests for documentation and information of the League via the Public Works Director and Recreation Services Coordinator as well as our review of certain documents, including publicly available records. Details of our findings are discussed in the *Procedures Performed and Findings* sections of this report.

Administrative burdens can be overwhelming to a small community service organization. We recognize that the League is performing a valuable community service. Our effort has been to disclose findings and provide recommendations appropriate to small volunteer organizations that assist them in complying with their agreements and bylaws as well as any government requirements.

There is substantial effort on the part of the league to comply with the MOU. Grade below is judgmental as requested by the City.

Coachella Youth Sports Association Soccer (CYSAS)

Grade: A- Excellent with noted exceptions. We observed strong organizational formation, tax compliance efforts, and financial records preparation with exceptions. As noted in our procedures performed and findings, significant items to address include catching up on 2017 and 2018 California Attorney General Registration and Annual Renewal Form filings not showing at Attorney General Website (resulting in delinquent status) and recommended bylaws amendment.

PROCEDURES PERFORMED AND FINDINGS – CYSAS

Results of the steps taken for the financial audit of CYSAS are provided below.

PROCEDURES PERFORMED	FINDINGS
INTERNAL CONTROLS	
<p>1. Inquired about how financial transactions were monitored and recorded. Determined that income and expenses from activities were recorded in a manner consistent with sound business practices and that they incorporated elements of control appropriate to a small organization.</p> <p>We reviewed 2017 and 2018 QuickBooks general ledgers provided, other financial documents, and responses to inquiries.</p>	<p>Utilization of QuickBooks allows up-to-date financial reporting.</p> <p>The Treasurer prepares a monthly bank reconciliation and the President reviews.</p> <p>All cash, including snack bar, is indicated as deposited.</p> <p>No exceptions noted.</p>
<p>2. Determined that fundraising activities were in-line with the League's bylaws and properly monitored.</p> <p>We inquired about fundraising practices and reviewed sample donation documentation.</p>	<p>No Internal Revenue Code violations were observed in fundraising activities.</p>
FINANCIAL REPORTING	
<p>3. Obtained monthly or quarterly financial reports to determine whether reports were prepared routinely. Traced amounts on the reports to the supporting documentation such as bank statements and other documentation as related to the balance sheet items.</p> <p>We reviewed the 2017-2018 general ledgers of financial activity and inquired on reporting.</p>	<p>The League's QuickBooks accounting system allows for regular reporting. The President reports that the Board is regularly informed on finances.</p>

PROCEDURES PERFORMED	FINDINGS
<p>4. Tested the income statement items on a test basis to determine that transactions were recorded properly.</p> <p>We reviewed financial statements, bank records, transaction support, registration records, and inquired about procedures.</p>	<p>The League reports that its practice is to deposit all cash and pay all expenses via the checking account.</p> <p>The League tracks player collections through receipts activity.</p> <p>No exception noted.</p>
<p>5. Tested how income was recorded and vouch a sample of expenses.</p> <p>We reviewed transaction supporting documentation for the period.</p>	<p>CYSAS provided supporting documentation labeled by month for its checking activity.</p> <p>No exception noted.</p>
<p>QUALIFIED AMATEUR SPORTS ORGANIZATION UNDER IRC 501(c)(3)</p>	
<p>6. Determined that the League met the IRS requirements of a Qualified Amateur Sports Organization and tax-exempt charitable organization as discussed in our Letter of Agreement.</p>	<p>CYSAS is a tax exempt non-profit 501(c)(3) charitable organization eligible to receive tax exempt donations in addition to fees for services. No exception noted.</p>
<p>REGISTRATIONS AND TAX FILINGS</p>	
<p>7. If applicable, determined that the League had filed the appropriate tax compliance documents. Obtained a copy of the returns.</p> <p>We obtained a copy of CYSAS's signed Federal Form 990-EZ and prepared California Form 199. (2018 Form not required to be filed at time of financial audit requests when on extension).</p>	<p>No exceptions noted for Internal Revenue Service and California Franchise Tax Board tax exempt recognition.</p> <p>See Procedure #10 regarding California Attorney General registration.</p>
<p>8. Determined that the League had both tax-exempt determination letters from the Federal government as a 501(c)(3) and the Franchise Tax Board (23701d).</p>	<p>CYSAS received tax exempt status from the IRS in a letter dated May 9, 2014, effective May 15, 2012. The League received California tax exempt status in a letter dated June 7, 2012 effective June 4, 2009 and a California tax exempt reinstatement notice in June 2018.</p> <p>We verified that the League is listed on the Internal Revenue Service and California Franchise Tax Board's lists of tax-exempt organizations.</p>

PROCEDURES PERFORMED	FINDINGS
REVIEW OF BYLAWS AND MINUTES	
<p>9. Obtained a copy of the bylaws and determined that the League was operating substantially within its bylaws.</p> <p>We obtained CYSA Bylaws and League Rules and Guidance</p>	<p>We noted that CYSAS had corporate officers and held regular meetings (see Procedure #11). We did not find a report on the full Annual Meeting requirement according to League bylaws, including financial reporting. We recommend fulfilling this requirement and reporting on it to the City.</p> <p>It appears the League has not updated its bylaws to comply with the March 2017 Sixth Amended and Restated Memorandum of Understanding between the City of Coachella and the Sports League requiring: "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. The Sport League must notice the City immediately any time its President resigns." We recommend adding this requirement.</p>
<p>10. Determined that the recorded league registration was documented with the State.</p>	<p>Per California Attorney General website, the League caught up through 2016 on its RRF-1 Registration Renewal filings in April 2018 but remains in delinquent status.</p> <p>We recommend that the League file 2017 and 2018 renewals if not already done.</p>
<p>11. Reviewed the League's board minutes for the last twelve months.</p>	<p>CYSAS has prepared sufficient minutes on its regular meetings.</p>
REVIEW OF INSURANCE BINDER	
<p>12. Obtained a copy of the insurance binder to ensure the League had insurance coverage such that the programs included liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. Most importantly, insurance coverage should have a \$1,000,000 general liability which includes covering the City of Coachella.</p>	<p>The CYSAS provided us with Certificates of Insurance with \$1 million liability coverage, (\$5 million aggregate) latest expiring April 2020, also covering the City of Coachella as an additional insured.</p>

PROCEDURES PERFORMED	FINDINGS
ADDITIONAL	
13. Traced payments for use of city facilities to League records.	Please see schedule below provided by the League.

Schedule of payments made to City of Coachella for the use of fields for 2018.

Date	Reference	Payee	Amount	Date	Reference	Payee	Amount
2/28/18	EXP-FEB	CITY OF COACHELLA	2,255.92	6/14/18	6517	CITY OF COACHELLA	1,039.20
2/28/18	EXP-FEB	CITY OF COACHELLA	1,449.60	7/12/18	1258	CITY OF COACHELLA	4,000.00
2/28/18	EXP-FEB	CITY OF COACHELLA	1,666.00	7/12/18	6529	CITY OF COACHELLA	1,440.00
3/15/18	6486	CITY OF COACHELLA	1,536.00	8/15/18	1266	CITY OF COACHELLA	2,500.00
3/15/18	6487	CITY OF COACHELLA	1,872.80	8/15/18	6538	CITY OF COACHELLA	1,500.00
3/15/18	6488	CITY OF COACHELLA	2,101.84	8/27/18	1267	CITY OF COACHELLA	1,000.00
3/15/18	6486	CITY OF COACHELLA	1,536.00	8/27/18	6541	CITY OF COACHELLA	1,168.85
4/12/18	6496	CITY OF COACHELLA	1,742.00	9/13/18	1270	CITY OF COACHELLA	4,000.00
4/12/18	6495	CITY OF COACHELLA	2,328.80	9/13/18	6545	CITY OF COACHELLA	581.78
4/12/18	1222	CITY OF COACHELLA	1,943.31	10/15/18	6555	CITY OF COACHELLA	4,954.18
4/30/18	EXP APR	CITY OF COACHELLA	1,943.31	10/15/18	6556	CITY OF COACHELLA	1,228.80
5/15/18	1232	CITY OF COACHELLA	3,179.99	11/19/18	6569	CITY OF COACHELLA	3,493.42
5/15/18	6508	CITY OF COACHELLA	1,839.00	12/11/18	6580	CITY OF COACHELLA	2,466.56
5/15/18	6507	CITY OF COACHELLA	1,915.60	12/11/18	6581	CITY OF COACHELLA	1,830.40
6/14/18	1244	CITY OF COACHELLA	3,000.00				<u>61,513.36</u>

APPENDIX A – MOU REFERENCE**Financial Excerpts from 2017 Memorandum of Understanding between the City and the Leagues (Youth and Adult)**6. Bylaws.

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. The Sport League 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 the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

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.

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.

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

9.3 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.

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STAFF REPORT
12/17/2019

TO: Parks and Recreation Chair and Commissioners

FROM: Maritza Martinez, Public Works Director

SUBJECT: Receive and file Sports League Financial Examination Report for:

- a) Coachella Little Arabs Youth Football (CLAYF);
- b) Coachella Valley Raiders Youth Football Association (CVRIFYFA); and
- c) Coachella Youth Sports Association Soccer (CYSAS)

And direct staff regarding field use restrictions, if any.

STAFF RECOMMENDATION:

Receive and file sports league financial examination report for Coachella Youth Baseball and Softball Association (CYBSA), and Coachella Little Arabs Youth Football (CLAYF) and direct staff regarding field use restrictions, if any.

Executive Summary:

In accordance to the Memorandum of Understanding (MOU) between the City of Coachella and Sports Leagues a third party auditing firm was engaged to complete an examination of the following sports leagues: Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRIFYFA) and Coachella Youth Sports Association Soccer (CYSAS). All three leagues were notified to provide policies, procedures and financial records for tax years 2017 and 2018 by written correspondence sent on April 22, 2019. A second notice was circulated to on June 10, 2019. Informal requests were made requesting missing information and backup information for various items submitted.

CLAYF was due for its bi-annual financial audit in 2018 for calendar years 2017 and 2016. CLAYF was non-responsive to the financial audit document request by the City in 2018. Staff recommended CLAYF be re-audited in Spring 2019 for tax years 2017 and 2018. The City Council and Parks and Recreation Commission supported staff's recommendation and directed this league be re-audited in spring 2019. During this year's audit process CLAYF did provide some of the requested documents but they were extremely limited and the auditing firm issued CLAYF a score of a D-. As identified in the MOU Section 8.3. *All Sports Leagues must obtain a Financial Audit score of a C or higher and each Sports League's Financial Audit score must*

improve each year. A detailed report of the findings and recommendations is attached hereto and will be posted on the City’s website.

CVRYFA did not provide any documents requested and as a result is non-compliant with Section 6 and Section 8 of the MOU. In 2016, CVRYFA was again non-responsive to the financial audit. In 2017, CVRYFA was re-audited due to non-compliance in 2016 and received a score of C+; some documents were submitted and the auditor advised documents submitted reflected a fair organizational structure.

CYSAS did comply with all of the required documents. The auditing firm did identify some areas of improvement: 1) completing the Annual Meeting report requirement set by its bylaws 2) renewing its Attorney General non-profit registration filing for 2017 and 2018. The auditor identified that CYSAS is using QuickBooks well and its financial transactions appeared well classified and reported. Additionally, with the exceptions of the noted areas the auditor’s report states that CYSAS was substantially in compliance with the requirements in MOU and has sound financial practices in place. If asked to score CYSAS on their financial practices the auditor would assign CYSAS an A- (excellent with noted exceptions). A detailed report of the findings and recommendations is attached hereto and will be posted on the City’s website.

The MOU allows the Council to restrict field use based upon the outcome of the financial audit/examination. Staff requests direction regarding any recommended action beyond receive and filing of the audit findings pertaining to field access.

The precedence set by the Commission in 2015 and 2016 regarding similar findings were as follows:

- 2015; One soccer league was found to be noncompliant with the audit and was re-audited the following spring. The second soccer league was substantially compliant and no further action was taken. The noncompliant soccer league was found noncompliant again upon the re-audited term and Commission recommended league no longer be a party to the MOU.
- 2016; One football league was found to be noncompliant with the audit and was re-audited the following spring. The second football league was substantially compliant and no further action was taken. The noncompliant football league was found compliant during the re-audited term.

Financial Impact:

No substantial impact will result from this action.

ALTERNATIVES:

1. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRYFA) and Coachella Youth Sports Association Soccer (CYSAS) with no recommended field restrictions.

2. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRIFYFA) and Coachella Youth Sports Association Soccer (CYSAS) and recommend staff to re-audit CLAYF in the spring of 2020 for tax years 2019 and 2018.
3. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRIFYFA) and Coachella Youth Sports Association Soccer (CYSAS) and recommend CLAYF no longer be a party to the MOU due to two consecutive years of non-compliance with Sections 6 and 8 of the MOU.
4. Provide alternative recommendation.

Attachments:
Draft Audit Findings

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

This Memorandum of Understanding (hereinafter “MOU”) is made on January 22, 2020, 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 (hereafter “CYSA-S”), , Coachella Valley Raiders Youth Football (hereinafter “CVRIFA”) 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 31, of each year for their practices, games, tournaments, programs and related baseball activities;

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

WHEREAS, CYSA-S is a youth soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CVRIFA 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, CVSL, CYSA-S, CVRYFA 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, CVRYFA and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, 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. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 from 6 a.m. to 10 p.m. Field 3 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 C3 (Tuesdays, Thursdays, Saturdays and Sundays).

2) December 1 to April 30: Exhibit 2 areas C1, C2 and C3 (Tuesdays, Thursdays, Saturdays and Sundays);

3) May 1 to July 31: Exhibit 2 area C2 and C3 (Tuesdays, Thursdays, Saturdays and Sundays);

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C and C3 in Exhibit 1, from 6 a.m. to 10 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).

2) December 1 to April 30: Exhibit 1 areas C and C3 (Tuesdays, Thursdays, Saturdays and Sundays);

3) May 1 to July 31: Exhibit 1 area C (Tuesdays, Thursdays, Saturdays and Sundays);

2.4. CVRYFA shall have access to the areas of Rancho Las Flores Park described as area C1 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.

2.5. 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.

2.6. 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 - 2 as "A", "B", "C", "C1", "C2" 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 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 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). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

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.

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 approved of by the City of Coachella’s Public Works Director.

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. 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.

10. Term. This MOU shall be effective as of January 22, 2020, and shall continue in effect until June 30, 2021, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1st, 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 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
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:

By: _____
William B. Pattison Jr., City Manager

COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION

By: _____
Juan Rodriguez, President

ATTEST:

By: _____
Angela M. Zepeda, City Clerk

COACHELLA VALLEY SOCCER LEAGUE

By: _____
Manuel Montaña, President

Approved as to form:

By: _____
Carlos Campos, City Attorney

COACHELLA YOUTH SPORTS ASSOCIATION SOCCER

By: _____
Alma Aceves, President

COACHELLA LITTLE ARABS YOUTH FOOTBALL

By: _____
Mario Gallo, President

COACHELLA VALLEY RAIDERS YOUTH FOOTBALL

By: _____
Joe Moya, President

EXHIBIT 1 – BAGDOUMA PARK



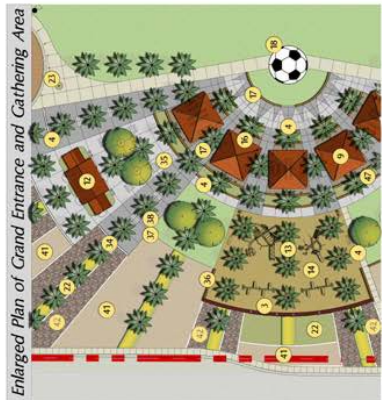
MASTER PLAN

BAGDOUMA PARK

CITY OF COACHELLA

DAVID J. DUNN
LANDSCAPE ARCHITECTURE & PLANNING

EXHIBIT 2 – RANCHO LAS FLORES PARK



LEGEND

- Project Boundary
- Phase Line
- 1 Parking Lot (418 Spaces • 10 ADA Spaces)
- 2 10' Wide Concrete Walks
- 3 Park Entry Monument Sign / Wall
- 4 Seat Wall with Stone Veneer
- 5 Soccer Field (185' x 300')
- 6 Soccer Field (195' x 330')
- 7 Football Field Overlay with Removable Goal Posts
- 8 Basketball Court
- 9 Picnic Area Shade Structures
- 10 Bleachers with Shade Structure
- 11 Amphitheater with Center Stage and Turf Slope
- 12 Prefabricated Rest Room / Concession / Storage Building
- 13 Shaded Tot Lot with 2.5 Area and 5-7 Area
- 14 Wood Fiber Play Surfacing
- 15 Exercise Stations
- 16 Interlocking Concrete Pavers
- 17 Textured Concrete Paving
- 18 Soccer Ball Decorative Paving
- 19 Baseball Decorative Paving
- 20 Underground Storm Water Detention
- 21 Native & Low Water Use Trees and Groundcovers
- 22 Native & Low Water Use Shrubs and Groundcovers
- 23 Flagpole
- 24 Baseball Field with 200' Foul Lines
- 25 Digout with Shade Structure
- 26 Score Keeper's Table with Shade Structure
- 27 Volleyball Court (Sand)
- 28 Community Building (7,000 ft²)
- 29 Splash Pad Play Area
- 30 Sports Field Mixer
- 31 Sports Field Light
- 32 Parking Lot Light
- 33 Pedestrian Light
- 34 Bicycle Rack
- 35 Precast Concrete Picnic Table
- 36 Precast Concrete Bench
- 37 Precast Concrete Trash Receptacle
- 38 Precast Concrete Recycling Receptacle
- 39 Precast Concrete Soccer Ball Field Number
- 40 Precast Concrete Baseball Field Number
- 41 Decomposed Granite
- 42 Rock Cobble
- 43 Composting Station (Optional)
- 44 Masonry Trash Enclosure
- 45 5' Decomposed Granite Path Adjacent to 5' Wide Concrete Path with Mile Markers
- 46 Concrete Bleachers
- 47 BBQ
- 48 Permeable Interlocking Concrete Pavers

City of Coachella
Master Plan
 Rancho Las Flores Park
 August 9, 2011



FOURTH AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COACHELLA AND THE ADULT SOCCER SPORTS LEAGUE

This Memorandum of Understanding (hereinafter “MOU”) is made this 22 day of January 2020, 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”) and Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”) 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, CVSL is An adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is An adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, the past use of Parks by CVSL and CYSA-S (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 Park during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports Leagues 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, CVSL and CYSA-S will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CVSL and CYSA-S 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. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C3 in Exhibit 2, from 6 a.m. to 9:30 p.m. Field 3 at Rancho Las Flores Park will only be used for youth play (ages 18 and below) and is identified as C in Exhibit

2. The available uses of these areas during season play are as follows:

- 1) November 1 to November 30: No Adult League play on fields at Rancho Las Flores Park.
- 2) December 1 to April 30: Exhibit 2 areas labeled as C3 (Tuesdays, Thursdays and Saturdays);
- 3) May 1 to July 31: No Adult League play on any fields at Rancho Las Flores Park.

2.2 CYSA-S shall have access to the areas of Bagdouma Park described as areas C3 and D in Exhibit 1, 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: No Adult League play on fields at Bagdouma Park.
- 2) December 1 to April 30: Exhibit 1 area C3 and D (Tuesdays, Thursdays and Sundays);
- 3) May 1 to July 31: No Adult League play on fields at Bagdouma Park.

2.3. At all other times and dates not described in Subparagraphs 2.1, 2.2, above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C3" and "D" (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.

2.4. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, 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.

2.5. Non-Season Play. No non-season play will be permitted.

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

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.

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 approved of by the City of Coachella’s Public Works Director.

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 must improve each year.

9. 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.

10. Term. This MOU shall be effective as of January 22, 2020, and shall continue in effect until June 30, 2021, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1st, 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:

CVSL:
President, Coachella Valley Soccer League
51544 Cesar Chavez St. Suite 1H
Coachella, CA 92236

CYSA-S:
President, Coachella Youth Sports Association Soccer
P.O. Box 1323
Coachella, CA 92236

City of Coachella:
City Manager
53-990 Enterprise Way
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.

WHEREFORE, IN WITNESS THEREOF, the City, CVSL and CYSA-S, 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 VALLEY SOCCER LEAGUE

By: _____
William B. Pattison Jr., City Manager

By: _____
Manuel Montaña, President

ATTEST:

COACHELLA YOUTH SPORTS ASSOCIATION SOCCER

By: _____
Angela M. Zepeda, City Clerk

By: _____
Alma Aceves, President

Approved as to form:

By: _____
Carlos Campos, City Attorney

EXHIBIT 1 – BAGDOUMA PARK



EXHIBIT 2 – RANCHO LAS FLORES PARK





**STAFF REPORT
12/17/2019**

TO: Parks and Recreation Chair and Commissioners

FROM: Maritza Martinez, Public Works Director

SUBJECT: Recommend approval of:

- a) Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues; and
- b) Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

STAFF RECOMMENDATION:

Recommend approval of: 1) Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

BACKGROUND:

Since 2007, the City has entered into a Memorandum of Understanding (MOU) with the local nonprofit sports leagues for use of park facilities. The MOU identifies the following per league use information pertaining to Bagdouma Park and Rancho Las Flores Park: league season (months of the year available), days of use during the identified league season and area of the park available to the league use during their identified season.

DISCUSSION/ANALYSIS:

The Coachella Parks and Recreation Commission (Commission) recommended and City Council authorized the below edits made to the current Memorandum of Understandings on September 11, 2019:

- Section 6 – elimination of term limitations / eliminate section
- Section 8 – amended to allow month to month payment option
- Section 19 – amended to allow two providers per sport and allow a C grade for audit requirement.

During the Commission meeting on November 19, 2019, the Commission requested staff agendize the addition of the Coachella Valley Soccer League (CVSL) as a party to the city’s two

MOUs. CVSL does meet all the requirements to be considered as a party to the MOUs. Staff has revised and attached hereto are the 1) Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues. Both MOUs reflect the addition of CVSL as a party. During staff's discussion with CVSL pertaining to the drafting of the amended MOUs, the league requested adult use on two soccer fields; the attached Adult MOUs include this request. Historically, the adult use at both parks has been restricted in the MOU to one field and overflow onto the community field has only been allowed if available. To maintain equity between all soccer leagues in the MOUs, the attached adult MOU includes access by both CYSAS and CVSL to two fields for adult use between the months of December – April.

FISCAL IMPACT:

Recommended action will not have a fiscal impact.

Attachments:

MOU Ninth Amendment (Proposed)

MOU Fourth Amendment (Proposed)