

**MEMORANDUM OF UNDERSTANDING
FOR COMMUNITY RECREATION FACILITIES AT LOMPOC HIGH SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made on _____, 2021 (“**Effective Date**”) by and between Lompoc Unified School District (“**District**”), and the City of Lompoc, a municipal corporation (“**City**”), sometimes collectively referred to herein as the “**Parties**” or individually at “**Party**,” with reference to the following facts:

- A. District owns and operates Lompoc High School, located at 515 West College Avenue in the City of Lompoc. Huyek Stadium, located at Lompoc High School, has an all-weather running/walking track, a synthetic sports field (“**Sports Field**”) and fitness amenities, including a community exercise zone (collectively, “**Facilities**”).
- B. The Facilities were recently upgraded and improved through a project funded in part through funds raised by Lompoc Valley Community Healthcare Organization (“**LVCHO**”) in order to respond to growing health concerns in the Lompoc community resulting from inactivity. These upgrades and improvements were intended by LVCHO and the District not only to benefit Lompoc High School students, but to be available for the benefit of the Lompoc community as a whole.
- C. To that end, District would like to make the Facilities open to the public during certain non-school hours and is in need of personnel to oversee the Facilities when they are open to the public.
- D. City has agreed to provide recreation staff to oversee the Facilities, on the terms described in this MOU.
- E. The Parties intend for the initial term of this MOU to be a trial period that will allow the Parties to better understand the financial aspects of making the Facilities open to the public, the community demand for use of the Facilities, and other practical issues that may arise in the course of making the Facilities available to the public.

THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Use of Facilities by the Public. The Facilities shall be available for use by the public during Public Hours (defined in Section 2). Members of the public shall not be charged any fee for use of the Facilities, except that members of the public may be charged a fee to reserve use of the Sports Field, as determined by the City, in accordance with Section 4(b).

2. Schedule for Public Use of Facilities. Beginning on _____, 2021, the Facilities will be open to the public in accordance with the following schedule (“**Public Hours**”):

Monday	6:00 am – 8:30 am 6:00 pm – 9:00 pm
Tuesday	6:00 pm – 9:00 pm
Wednesday	6:00 am – 8:30 am 6:00 pm – 9:00 pm
Thursday	6:00 pm – 9:00 pm
Friday	6:00 am – 8:30 am 5:00 pm – 9:00 pm
Saturday	9:00 am – noon
Sunday	Closed

However, the Facilities may be closed, as needed, to accommodate Lompoc High School events. If the Facilities will be closed during Public Hours, District shall give City as much prior notice as possible in order to ensure that scheduling conflicts do not arise with regard to use of the Sports Field.

3. District Responsibilities. District’s responsibilities regarding the Facilities are as follows:

(a) **Opening and Closing.** District staff are responsible for unlocking the entrance to the Facilities at the beginning of Public Hours and locking the entrance to the Facilities at the end of Public Hours.

(b) **Restrooms.** District staff are responsible for ensuring that restrooms are available to the public during Public Hours and that the restrooms are open and clean.

(c) **Maintenance of Facilities.** District is responsible for the maintenance and safety of all Facilities, and for the cost of all maintenance and repair of Facilities.

(d) **Provision of Hand Sanitizing Stations.** District will provide hand-sanitizing stations for the use of the public at the Facilities during Public Hours.

(e) **Provision of Facility Use Rules.** District will develop and provide City with rules and regulations for the use of the Facilities by the public, which shall, among other things, include COVID-19 safety protocols (“**Facility Rules**”).

(f) **Contact Person.** District will provide City with contact information for a District staff member who will be available to respond during all Public Hours to any issues that may arise, including but not limited to, Facilities or restrooms not being opened, any problems with the Facilities, or any emergencies.

(g) **Public Relations.** Except as provided in Section 4(b), District is responsible for all communications with the public about the public's use of the Facilities, and for addressing and responding to any concerns of or inquiries made by the public, including, but not limited to, providing information to the public about compliance with COVID-19-related health orders and regulations while using the Facilities.

(h) **Coordination with Lompoc High School and LVCHO.** District is responsible for all coordination and communication with Lompoc High School and LVCHO regarding the subject matter of this MOU.

4. **City Rights and Responsibilities.** City's rights and responsibilities regarding the Facilities are as follows:

(a) **Oversight of Public Use of Facilities.** City will provide one (1) recreation staff member during morning Public Hours and two (2) recreation staff members during evening and weekend Public Hours to oversee the public's use of the Facilities and enforce compliance with Facility Rules. City recreation staff will set up temporary signage, to be provided by District, indicating path of travel and stating Facility Rules, as necessary.

(b) **Sports Field Rentals.** City may schedule and rent out the Sports Field to members of the public, and may charge a fee for members of the public to reserve use of the Sports Field, in an amount determined by the City. If City chooses to rent out the Sports Field, City will be responsible for managing all reservations, collecting reservation fees, and providing information about reservations to the public.

5. **Compensation.** Neither Party shall receive any compensation from the other Party under this MOU. However, City may retain any fees collected for reserving the Sports Field, in accordance with Section 4(b).

6. **Term; Termination.** This MOU shall become effective on the Effective Date, and shall continue in effect through **August 1, 2021**, unless terminated sooner. The Parties may choose to extend the term of this MOU through a written amendment signed by both Parties. This MOU may be terminated by either Party by giving five (5) days' written notice to the other Party.

7. **Indemnification.** District shall hold harmless, defend, and indemnify the City, its agents, officers, employees, and volunteers from and against any liability, claims, actions, costs, damages, or losses ("**liability**") of any kind, including death, injury and property damage, which any third party or entity asserts to have arisen out of (a) use of the Facilities by any person, or (b) any act or omission of District or City under this MOU. Notwithstanding the generality of the foregoing, District's obligation to hold harmless, defend, and indemnify City shall not extend to liability solely caused by the gross negligence or willful misconduct of City, its agents, officers, employees, or volunteers. District's obligations under this Section shall continue beyond the term of this MOU as to the use of the Facilities or any acts or omissions occurring under this MOU or any extension of this MOU.

8. **Waiver.** District waives and releases City, its agents, officers, employees, and volunteers from any and all liability, claims, actions, costs, damages, or losses resulting from

damage to the Facilities under this MOU, unless solely caused by the gross negligence or willful misconduct of City, its agents, officers, employees, or volunteers in the performance of this MOU. This waiver and release shall continue beyond the term of this MOU as to any damage to the Facilities occurring under this MOU or any extension of this MOU.

9. Relationship of the Parties. Nothing in this MOU shall be construed to constitute City or any of its agents, employees, officers, or volunteers as an agent, employee, officer, or volunteer of District for any purposes whatsoever. City shall not in any way, or for any purpose, become or be deemed to be a partner of District or a joint venturer or a member of any joint enterprise with District.

10. Attorney Fees. In the event of any litigation to enforce or construe the terms of this MOU, the prevailing party therein shall be entitled to recover reasonable attorneys' fees and costs.

11. Understanding Of The Parties. This MOU represents the complete understanding between the Parties with respect to the matters set forth herein. No amendment or modification of this MOU shall be valid unless evidenced in writing and executed by the Parties thereto.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF LOMPOC, a municipal corporation

LOMPOC UNIFIED SCHOOL DISTRICT

By: _____
James Throop, City Manager
Date: _____

By: _____

Its _____
Date: _____

Attest:

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney