

**Memorandum of Understanding – Waiver of Facilities Use Fee(s)
Fortuna High School District and the City of Fortuna**

This is a Memorandum of Understanding (“Agreement”) between the Fortuna Union High School District (“School”) and the City of Fortuna (“City”).

Purpose

Compliant with the provisions of the Civic Center Act, this Agreement is to establish and maintain an effective working relationship between parties. In addition, each entity desires to accommodate facility needs for each in regard to community recreation and youth programs, beneficial to the community. To this end, the parties are interested in sharing facilities with one another on a waived fee basis.

Term

The term (“Term”) of this Agreement will be from February 1, 2024 to May 31, 2024, or the last day of sanctioned play. If the playing season ends prior to May 31, 2024, no party shall make changes to the agreement during the term without the express written consent of the other. A new Agreement shall be signed each calendar year, starting on January 1, 2020.

Termination

This agreement may be terminated by either party, for any reason, upon one (1) day written notice. Notice shall be provided to the signatory listed on this agreement.

Process

Each entity shall complete a standard facilities use agreement for each event, or series of events, and will provide the required insurance certificates as required by those individual agreements. Each entity will be bound to the hold harmless and indemnification requirements in their individual facilities use agreements. Neither party shall be responsible for accidents or claims occurring on the rented premises outside the times listed on the facilities use agreements.

City Agrees To

1. Provide for use of Hardball Field #1, Hardball Field #2, and respective concession stand buildings, batting cages and dugouts located at Newburg Park, during those dates and times requested by School, provided those requests do not interrupt regularly scheduled programs or previously scheduled use agreements. Care will be given to schedule City events that do not interfere with scheduled School games or practice.
2. Be responsible for maintaining City facilities. Agreement does not bind School to such requirements. City agrees to keep all rented facilities in working order, as required by the laws of the State of California.

3. Provide all necessary utilities to facilitate use of City property.
4. Complete a Facilities Use Agreement form for each use of School facilities.
5. Provide School with any necessary facility orientation.
6. Track and maintain record of the number of hours School uses City facilities or sports fields.
7. Track and maintain records of the number of hours City utilizes School facilities or sports fields.
8. Meet annually to review the agreement and review use hours consistent with this agreement.
9. Immediately notify School of any known or suspected damage to, or dangerous condition on, School property.
10. Leave School premises clean, in the manner in which it was prior to use.
11. Procure and maintain state-required minimum limits for Workers' Compensation coverage for both employees and volunteers. Such coverage will provide a waiver of subrogation in favor of the Fortuna Union High School District.
12. Procure and maintain automobile coverage for City employees and vehicles, equal to or greater than \$5,000,000 per occurrence, and written on an occurrence basis. City shall name Fortuna Union High School District as Additionally Insured.
13. City will provide 30 days written notice of cancellation of coverage to School. All coverage, as outlined above, must be approved by School and may be permissibly self-insured under the laws of the State of California. Commercial insurance must be written by a carrier admitted to do business in the State of California and must carry an AM Best rating of no less than A.
14. City shall provide proof all required insurance coverage and endorsements, both in this MOU and as outlined in the facilities use agreement, prior to the start of the Term.
15. Maintain City property in working order, other than the playing field on Hardball Field #1, meeting all applicable local, County and State laws. Physical property under City responsibility includes, but is not limited to, the dugout, batting cages, snack shack and bleachers.

School Agrees To

1. Provide for use of School basketball gymnasiums during those dates and times requested by City, provided those requests do not interrupt regularly scheduled programs or previously scheduled use agreements. Care will be given to schedule School events that do not interfere with scheduled City games or practice.
2. Be responsible for maintaining School facilities. Agreement does not bind City to such requirements. School agrees to keep all rented facilities in working order, as required by the laws of the State of California.
3. Provide all necessary utilities to facilitate use of School property.
4. Sell food and drinks at the concession stand only during the times listed on the facilities use agreement during sanctioned School games or practice. School will comply with all state laws regarding selling of food, permits, etc. School will remove all non-refrigerated food items from concessions areas by June 30, 2023.
5. Complete a Facilities Use Agreement form for each use of City facilities.
6. Provide City with any necessary facility orientation of School property.
7. Track and maintain record of the number of hours City uses School facilities or sports fields.
8. Track and maintain records of the number of hours School utilizes City facilities or sports fields.
9. Meet annually to review the agreement and review use hours consistent with this agreement.
10. Immediately notify City of any known or suspected damage to, or dangerous condition on, City property.
11. Leave City premises clean, in the manner in which it was prior to use.
12. Procure and maintain state-required minimum limits for Workers' Compensation coverage for both employees and volunteers. Such coverage will provide a waiver of subrogation in favor of the City of Fortuna.
13. Procure and maintain automobile coverage for District employees and vehicles, equal to or greater than \$5,000,000 per occurrence, and written on

an occurrence basis. School shall name the City of Fortuna as Additionally Insured.

14. School will provide 30 days written notice of cancellation of coverage to City. All coverage, as outlined above, must be approved by City and may be permissibly self-insured under the laws of the State of California. Commercial insurance must be written by a carrier admitted to do business in the State of California and must carry an AM Best rating of no less than A.
15. School shall provide proof all required insurance coverage and endorsements, both in this MOU and as outlined in the facilities use agreement, prior to the start of the Term.
16. Maintain School property in working order, meeting all applicable local, County and State laws.
17. Maintain the playing field at Hardball Field #1 and the adjacent areas to the field, including the area used for batting cages and other practice at Newburg Park.
18. Pick up trash and maintain neat and tidy fields.

Address of Service

Any notice or other required elements under this Agreement or required facilities use agreements, shall be mailed to the party and address listed below.

Merritt Perry	Date
City Manager, City of Fortuna PO Box 545 Fortuna, CA 95540 (707) 725-1409	

Clint Duey	Date
Superintendent, Fortuna Union High School District 379 12th St. Fortuna, CA 95540 (707) 725-4461	

Intended Use of Facilities
February 1, 2024 - May 31, 2024

While actual utilization may vary, City and School endeavor to use the following facilities for the term of this agreement, as follows. Additions or changes to this intended use must be approved by the other party, in writing. Actual times will vary and shall be included on the Facilities Use Agreement.

City Usage of School Property (265 hours estimated total)

- *Fortuna Union High School Gymnasiums*

School Usage of City Property (300 hours estimated total)

- *Newburg Park Hardball Field #1, Hardball Field #2, and respective concession stand buildings, batting cages, and dugouts*