

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF MERCED, ORIGINAL  
DEPARTMENT OF PUBLIC WORKS, RECREATION DIVISION  
AND  
DELHI UNIFIED SCHOOL DISTRICT  
AND  
DELHI RECREATION COMMITTEE

This Memorandum of Understanding is made and entered into by Merced County, Department of Public Works Parks and Recreation Division, a political subdivision of the State of California, its successors and assigns, through its Board of Supervisors, hereinafter called "County" and the Delhi Unified School District, a California Public School District, its successors and assigns, hereinafter called "District", and the Delhi Recreation Committee, a volunteer group appointed by the Board of Supervisors, hereinafter called "Committee", to establish the use of the facilities at the Delhi Educational Park for recreational purposes.

## RECITALS

County, District and Committee enter into this Memorandum of Understanding for the purpose of collaborating on the use of the facilities at the Delhi Educational Park to be used for recreational programs for youth in the community.

## AGREEMENT

Now, therefore, County, Committee and District agree as follows:

1. County will organize and supervise a youth sports program and other recreational activities at the Educational Park in collaboration with the District and the Committee.
2. ✓ District agrees to provide a staff person to coordinate use of the facilities with the County and the Committee. It shall also be the responsibility of the "staff person" to insure that there are no conflicts in the use of the Delhi Educational Park facilities between the District and the Recreation Committee's sponsored activities.

- 1 3. District agrees to provide baseball fields, softball fields and concession stand, at no cost to the  
2 County or Committee youth sponsored events. District will charge the Recreation Committee  
3 for the use of the ballfield lights. The cost will be based on the average cost per hour. Other  
4 facilities (gymnasium, weight room, exercise rooms and multipurpose room) used for recreational  
5 purposes by the Committee or County will be charged a fee for utilities. Facilities shall be  
6 available when not in use for school sponsored functions, events or activities. County sponsored  
7 events that are utilizing the concession stand will not be charged any fees or percentage of  
8 proceeds.
- 9 4. District shall invoice the Committee on a monthly basis for any charges incurred for use of the  
10 ballfield lights. Committee will be responsible for reimbursing the District for the cost of the  
11 lights on the ballfields for only those activities sponsored by the Committee. If Special Recreation  
12 funds, through the County, are available, then those funds can be used to reimburse the District.
- 13 5. District will maintain the baseball and softball fields, but will not prepare fields for summer league  
14 games.
- 15 6. Any proceeds received from the use of the concession stand or fees charged to individuals or  
16 teams will be deposited with the Committee. The Committee shall maintain a strict accountability  
17 of all said funds and provide a report of all deposits and expenditures to the County on a monthly  
18 basis.
- 19 7. The County will purchase and maintain General Liability coverage with a minimum amount of  
20 \$1,000,000 combined single limits per occurrence and \$2,000,000 annual aggregate covering  
21 bodily injury, personal injury and property damage liability.
- 22 The District including its officers, employees and agents will be endorsed to the County's  
23 coverage as an Additional Covered Party, but only with respect to claims against the District  
24 arising out of the use of its premises and facilities for recreational activities organized and  
25 supervised by the County or the Committee.
- 26 8. The County shall defend, indemnify and hold harmless, the District, including its officers,  
27 employees and agents from and against any and all liability, expense including defense cost, legal  
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1 fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury,  
2 personal injury, death, or property damage arising out of the use of District premises and facilities  
3 for recreational activities organized and supervised by the County or Committee.

4 The District shall defend, indemnify and hold harmless, the County, including its officers,  
5 employees and agents from and against any and all liability, expense including defense cost, legal  
6 fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury,  
7 personal injury, death, or property damage arising out of the District or its Contractors acts or  
8 omissions in the maintenance or condition of its premises and facilities.

9 9. District and County mutually agree the term of this agreement shall be effective upon execution  
10 of both parties as shown herein and shall continue until terminated by either party.

11 10. District and County mutually agree this agreement may be terminated by either party by issuing  
12 to the other party a written notice of termination at least ninety (90) calendar days prior to the  
13 effective date of termination.

14 IN WITNESS WHEREOF, the parties have executed this Agreement effective June 29, 1999 and  
15 shall terminate upon notification by either party.

16  
17 COUNTY OF MERCED

DELHI UNIFIED SCHOOL DISTRICT

18  
19 By *David Kelly*  
20 Chairperson, Board of Supervisors

By *Brenda Saavedra*  
Brenda Saavedra, President  
Board of Trustees

21 APPROVED AS TO FORM

22  
23 By *Alvin M. Harris*  
Merced County Counsel

24  
25 DELHI RECREATION COMMITTEE

26 By *Floyd Sloan*  
27 Chairperson  
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