

MEMORANDUM OF UNDERSTANDING
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND
MISSION OAKS RECREATION AND PARK DISTRICT

Introduction

Carmichael Recreation and Park District, hereinafter referred to as CRPD, and Mission Oaks Recreation and Park District, hereinafter referred to as MORPD (collectively referred to as the “parties”), are both Sacramento County dependent park districts who share a common boundary and have mutually benefitted from a longstanding, professional relationship (“partnership”) in which both Districts have worked cooperatively and collaboratively in the delivery of services to the community.

Purpose

The purpose of this MOU is to:

- Formalize the relationship between CRPD and MORPD by memorializing the Goals & Objectives of the partnership.
- Continue to improve upon the mutually beneficial relationship between the two Districts.
- Clearly state the Roles & Responsibilities by which each party agrees to operate in this collaborative arrangement.

Goals & Objectives

The goals and objectives of this MOU are designed to assist in the reduction and/or elimination of duplication of services, both internally and externally, through programming, facility use, and administration. This MOU will improve efficiencies, increase flexibility, and expand service levels resulting in a cost savings to both Districts.

Roles & Responsibilities

- **Marketing & Programming**

Both CRPD and MORPD agree to support and promote each other’s recreational programs and special events by continuing to extend advertising opportunities in each other’s activity guides and inserts at no cost, whenever practical and feasible. This practice should save marketing dollars for each District while enhancing exposure with the goal of boosting attendance, participation, and revenue. It is the responsibility of each party to deliver the promotional materials to the other by the designated deadlines. Recreation staff from both Districts will make every effort to coordinate special events to avoid conflicting dates if possible for the benefit of the community resulting in higher attendance at each event.

Recreation Managers are expected to meet a minimum of twice a year to review program offerings to determine if there are opportunities to reduce duplication and enhance advertising.

The two Districts offer some similar programs (i.e. youth camps, adult fitness classes). Unless approved by the Recreation Manager of the partner District, one District is not to market similar programs to schools within the boundaries of the other District.

The two Districts will work collaboratively on the Annual Red, White and Blue Celebration including planning, promoting, staffing and financially by dividing the costs equally amongst the two districts.

- Vehicles, Equipment, Supplies & Facilities

Both CRPD and MORPD agree to provide each other with a comprehensive list (see separate attachment) of vehicles, equipment, supplies and facilities (including sports equipment, facility furnishings) which can be used when available at no charge by the other party so each District does not incur additional costs to their respective budgets. Items or categories of items excluded from this agreement will be specifically identified.

Each party will complete a "Request Form" prior to borrowing the other parties' vehicles and/or equipment. No fees will be charged unless there is a cost associated with the use (i.e. gasoline, cleaning of equipment, etc.). It is expected that each party will return vehicles and equipment to the owner as good as or better than they received it.

If damage is "**caused by**" one party to the other parties' property, the expense of the repair or replacement will be the responsibility of the party who caused such damage. It is expected that the repair and/or replacement of the damaged property will be rectified immediately. If the repair or replacement of the damaged property causes the property owner additional expense (i.e. equipment rental) the party responsible for the damage will cover the additional expenses incurred. If vehicle, facility, or equipment failure occurs due to normal wear and tear, the borrowing party it is not responsible for repair or replacement. If damage occurs by any other means, both parties will review the details of the damage coming to a common sense solution regarding the repair, replacement, and cost.

If staff from one District is working at a facility owned by the other Districts, the staff must possess the necessary qualifications, background checks and certificates that are required by the host District.

Prior to being allowed to use vehicles, equipment, supplies or facilities, staff training and proof of competency may be required.

Each party will complete a "Request Form" prior to borrowing the other parties' vehicles and equipment. No fees will be charged for the use unless there is a cost associated with the use.

- Trainings

Both Districts agree to collaborate on staff training opportunities in hopes of reducing expenses and increasing efficiency. Each District will be financially responsible for covering training expenses for their personnel, whether it is determined by a percentage or a flat fee.

- Accounting & Evaluating

Both Districts are expected to record and estimate the costs and values of these efforts to the best of their ability. This practice should provide a measured net benefit to determine the overall value and effectiveness of the partnership. Both parties will make every effort to continuously improve upon the agreement.

- Facility Use Agreements

Each party will complete a Facility Use Agreement prior to occupying space at each other's facilities. No fees will be charged for the use unless there is a cost associated with the set-up, take-down, and/or clean-up of said use. If additional expenses are associated, the facility owner will invoice the other party accordingly.

Insurance Provisions

Each party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage applicable to this MOU. Failure to maintain insurance as required in this MOU is a material breach of contract and may be grounds for termination of the MOU.

Indemnification

To the fullest extent permitted by law, each of the Parties shall indemnify, defend, and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity obligation be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, authorized volunteers and agents, or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to the indemnifying party. The indemnifying party shall defend the Indemnified Party with counsel reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, the Indemnified Party shall be entitled, on its own behalf, and at the expense of the indemnifying party, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should the Indemnified Party elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that the indemnifying party thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the MOU.

Termination Clause

Either party may terminate this MOU upon providing thirty (30) days written notice of intent to terminate the other party.

Term of Agreement

This MOU shall have a five (5) year term commencing on May 1, 2024, and terminating on April 30, 2029. The parties shall have the option to extend, by mutual written consent of the parties, the term for an additional period of five (5) years upon the same terms and conditions.

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We the undersigned have read and agree with the terms of this Memorandum of Understanding.

Approvals

Date_____

Mike Blondino
District Administrator
Carmichael Recreation & Park District

Date_____

Joyce Carroll
Chair
Carmichael Recreation & Park District Advisory Board

Date_____

Daniel Barton
District Administrator
Mission Oaks Recreation & Park District

Date_____

Michael Alcalay
Chair
Mission Oaks Recreation & Park District Advisory Board

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