

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE MENDOCINO COAST RECREATION AND PARK DISTRICT**  
**AND MENDOCINO UNIFIED SCHOOL DISTRICT**  
**FOR JOINT USE AGREEMENT**

This Memorandum of Understanding for Joint Use Agreement (the “MOU” or “Agreement”) is entered into by and between the Mendocino Coast Recreation and Park District (“MCRPD”), a recreation and park district organized under the laws of the State of California, and Mendocino Unified School District, a unified school district in California, (the “School District” or “MUSD” ) and individually, a “Party” and, collectively, the “Parties”, for the facilities specified in Exhibit A (Facilities) and in reference to the following facts and circumstances:

**RECITALS**

1. Education Code section 17527 et seq. authorizes the governing board of any school district to enter into agreements with governmental units for rent or lease of “buildings” as the term is defined by Education Code section 17529.
2. MUSD owns and maintains certain school sites, athletic fields and buildings with gymnasiums, multipurpose rooms and classrooms within the School District’s Boundaries.
3. MCRPD requires access to and use of buildings and recreational facilities to operate various recreation programs that are open to the community and include programs that are appropriate and beneficial to students at the School District.
4. The School District has given notice, as required by Education Code section 17527, to other educational agencies within Mendocino County of its intent to enter into a joint use agreement for the facilities identified in Exhibit A and no such agency has expressed an interest in leasing any of the facilities.

## **1. Definitions**

- 1.1. “Facilities” as used in this Agreement shall mean, individually and collectively, those buildings and structures identified in Exhibit A to this Agreement.
- 1.2. “School Hours” as used in this Agreement shall mean the period of time from one hour prior to the beginning of the first scheduled class each morning to thirty (30) minutes after the last dismissal bell each afternoon.
- 1.3. “School Days” shall mean all days on which student instruction is scheduled, as specified in MUSD’s annual calendar, which shall be determined at the School District’s sole discretion.

## **2. Term, Use and Fees**

- 2.1. The term of this Agreement shall commence on July 1, 2025, and end on June 30, 2030, unless terminated earlier by either party upon no less than ninety (90) days’ advance written notice.
  - 2.1.1. If MCRPD proposes to improve the Facilities or any of them by use of funds allocated pursuant to Proposition 68, MUSD may terminate the agreement upon less than (90) days’ advance written notice.
- 2.2. MCRPD shall pay the School District a one-time contribution of \$20,000 which shall be allocated for improvements to the existing tennis courts at Mendocino High School, which will include tennis, pickleball and basketball.
  - 2.2.1. In recognition of this contribution set forth in Paragraph 2.2, for the term of this Agreement, MCRPD will be entitled to use the tennis/pickleball/basketball court at Mendocino High School without charge.
  - 2.2.2. MCRPD shall be permitted to post a sign (*subject to MUSD approval of size, design, and location*) at the court.
- 2.3 For all other Facilities, the following use fees shall apply:
  - 2.3.1 If the Facilities will be used for adult and/or senior citizen programs, MCRPD shall pay to the School District 50% of standard rental fees as established by MUSD Board Policy and/or Resolution, plus any applicable custodian fees.
  - 2.3.2 If the Facilities will be used for children’s programs, MCRPD shall receive use of the Facilities at no cost.

## **3. Conditions of Use of Facilities**

- 3.1. MUSD shall have exclusive use and control of Facilities during “School Hours” on “School Days”.

- 3.2. MCRPD shall submit to the MUSD office any and all requests to reserve any of the Facilities for its own use at least 2 weeks in advance. The District Superintendent or designee shall review and respond to MCRPD's request(s) within a reasonable time and maintain a schedule of approved reservation(s) for each Facility. MCRPD's use of any of the Facilities shall be subject to availability and prior MUSD approval, which shall not be reasonably withheld.
- 3.3. The School District makes no warranties or representations as to the safety or security of the Facilities. MCRPD acknowledges and accepts that the Facilities are provide in "AS IS" condition.
- 3.4 Each party shall notify the other party of any defects or dangerous conditions in any of the facilities as soon as practicable but not later than twenty-four 24 hours after discovery. Notice shall be provided in writing, as set forth in Paragraph 8.
- 3.41 In case of emergency circumstances posing a threat of immediate harm to persons or property, notice shall be 1) by phone and 2) if the calling party is unable to speak directly to the other by email using emergency contact information (Telephone and email address) specified in Paragraph 8 below and 3) any other manner reasonably calculated to provide actual notice as soon as practicable.
- 3.42 If MUSD determines that it is necessary to close any facility for public health or safety reasons, MUSD shall notify MCRPD promptly.
- 3.43 Nothing in this Agreement shall be construed to obligate the School District to order the repair of any such Facility. If MCRPD has an authorized reservation for use of any facility closed by MUSD for health or safety reasons, at MCRPD's request, MUSD and MCRPD will review the availability of an alternative facility for MCRPD's use.
- 3.5 MCRPD shall not conduct or allow others to conduct any activity on the Facilities in violation of any applicable federal, state, county or city statutes or regulations or any of the School District's board policies or administrative regulations including, without limitation any or all of the foregoing prohibiting unlawful discrimination or the possession, consumption, or sale of alcoholic beverages, tobacco or any other controlled substance on California public school district property.
- 3.6 MCRPD shall submit written accident/incident reports related to any incidents or accidents that occur during MCRPD's use of the Facilities to the School District as soon as practicable, but not more than twenty-four (24) hours, after the occurrence of or MCRPD's receipt of information or notice regarding any accident or incident that occurs on the Facilities, including related claims, arrest or criminal charges associated with MCRPD's use of the Facilities or MCRPD's staff working on the Facilities. Submission of written accident/incident reports shall be made pursuant to Paragraph 8.

- 3.7 MCRPD shall not permit the facilities to be used in any manner that interferes with activities or functions of the School District or which unduly disturbs local residents' peaceful enjoyment of their property or jeopardizes the safety of people or property on or near the Facilities. In the event any complaints are received by the MUSD or MCRPD concerning conduct or activities occurring during MCRPD's use of facility, each party shall notify the other and MCRPD's General Manager and MUSD's Superintendent or their designees shall confer regarding the complaint and take appropriate action to ensure the disruption or offending conduct, if any, does not recur.
- 3.8 MCRPD may distribute promotional materials such as flyers and brochures related to MCRPD sponsored programs at the Facilities in conformance with MUSD and MCRPD policies, regulations, procedures and practices for distributing materials.

#### **4. Maintenance/Repair of the Facilities**

- 4.1. After each use, MCRPD shall leave the Facility in a clean and orderly condition and unless otherwise mutually agreed in writing, shall remove its equipment and personal property from the Facility. MCRPD shall reimburse MUSD for any additional custodial or maintenance services that MUSD incurs to restore any facility to a clean and orderly condition after MCRPD's use and for other services to repair any damage to any Facility caused by or during MCRPD's use.
- 4.2 At all times, during the Agreement if MCRPD is authorized to use any athletic field, MCRPD shall be responsible for providing and maintaining at no cost to MUSD 1) Portable, accessible (Americans with Disabilities Act-compliant) toilet facilities as required by law and 2) waste receptacles and waste removal services as needed to keep the athletic field in a clean and orderly condition. Installation of any toilet facilities and waste receptacles shall be subject to MUSD's prior written approval.
- 4.3 MCRPD will not be held responsible for any long-term life cycle costs, upkeep, repair or ongoing maintenance to the Facilities. All routine maintenance, replacement, and standard wear and tear shall be the sole responsibility of MUSD.
- 4.4 MCRPD shall not make any alterations, renovations, improvements or otherwise demolish, or remove all or any part of the Facilities or any improvements or any installations in, on or to the Facilities or any part thereof including, without limitation, any structural alterations, removal of walls or ceilings, or any cutting or drilling into any part of the Facilities (collectively "Improvements") unless and until (a) prior written consent from the School District is obtained; b) all such requirements concerning the Improvements, as may be imposed by the School District from time to time, have been complied with; and (c) all applicable federal, state and local laws, regulations, ordinances, orders are followed.
- 4.41 The decision to approve or reject any requested Improvements shall be in the sole discretion of MUSD.

#### **5. Indemnification and Insurance**

## 5.1 Hold Harmless

To the full extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its governing board, officers, agents, employees, and volunteers from and against any and all liability, demands, losses, damages, claims, suits, damage, settlements, expenses and costs including without limitation, attorney fees, expert witness fees and costs and fees of litigation (collectively, "Liability") of every nature arising out of or in connection with party's acts or omissions with respect to this Agreement, except such liability caused by active negligence, sole negligence or willful misconduct of the other party. This indemnification obligation is not limited by any limitation on the amount or type of damage or compensation payable under workers' compensation acts, disability benefit acts, other employee benefits acts or by insurance coverage limits and shall survive the expiration or early termination of this Agreement.

## 5.2 Liability Insurance

5.2.1 During the term of the Agreement, the MCRPD shall maintain in full force and effect comprehensive general public liability, occurrence-based coverage for bodily injury (including death), personal injury and property damage with limits not less than One Million Dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate where applicable.

5.2.2 MCRPD shall name the MUSD, and its governing board, officers, officials, employees, and volunteers as additionally insured and shall furnish proof of insurance and required endorsements to MUSD on or before the Commencement date of this Agreement.

## 5.3 Workers' Compensation/Employer's Liability

5.3.1 During the terms of this Agreement, MCRPD shall maintain in full force and effect Worker's Compensation insurance and Employer's Liability Insurance for any and all persons it employs directly or indirectly. The Worker's Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than one million dollars (\$1,000,000). Per accident. The insurance shall be endorsed to waive all rights of subrogation against MUSD and its governing board, officials, officers, employees, and volunteers for the loss arising from or related to them under this agreement.

5.4 Each policy required by this Agreement shall provide for at least thirty (30) days' prior written notice by MUSD by certified mail, return receipt requested, before the policy may be suspended, voided, canceled, or reduced in coverage or limits.

## 6. Third Party Usage

Nothing in this Agreement shall be construed to prohibit MUSD from permitting a third party's use of any of the Facilities at times not previously approved by MUSD for MCRPD's use.

**7. No Partnership.**

MCRPD and MUSD are separate and independent entities, and nothing herein contained shall be construed to create a partnership, employee/employer relationship or joint venture in any sense. Neither party has the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

**8. Waiver.**

The waiver by either party of any breach of any term, covenant, or condition contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**9. Counterparts.**

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**10. Electronic Signatures.**

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**11. Captions.**

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

**12. Severability.**

Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal, and enforceable.

**13. Dispute Resolution/Governing Law**

The parties agree to make a good faith attempt to resolve any dispute arising out of this agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

Each party shall be deemed to have participated equally in the drafting of this Agreement which shall be governed by and construed in accordance with the laws of the State of California. Venue shall lie only in a court of competent jurisdiction for Mendocino County, California.

**14. Notice**

All notices permitted or required under the agreement shall be given by first-class mail addressed to the party as set forth below:

MCRPD

Mendocino Unified School District

Kylie Felicich, General Manager

Jason Morse, Superintendent

P.O. Box 532

P.O. Box 1154

Fort Bragg, CA 95437

Mendocino, CA 95460

Emergency Contact: 707-734-3319

Emergency Contact: 707-937-5868

Email: [info@mcrpd.us](mailto:info@mcrpd.us)

Email: [jmorse@mcn.org](mailto:jmorse@mcn.org)

**15. Successors and Assigns**

This Agreement is binding on the heirs, successors and assigns of the parties. Neither party may transfer or assign its rights or obligations under this Agreement, in whole or part without other party's prior written consent.

**16. Entire Understanding/Severability**

This Agreement may be executed in counterparts and contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied on by any of the parties hereto. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalid provision shall be severed, and the remaining provisions of this Agreement shall continue in full force and effect.

**17. Amendment of Agreement**

This Agreement may only be amended or modified by a written instrument executed by the parties.

**18. Counterparts**

This Agreement and all exhibits attached hereto, as well as any subsequent amendments and modifications, may be executed in counterparts. All counterparts together shall be construed as one document.

**19. Authorization**

Everyone executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the party which he/she represents.

In witness whereof the parties have executed this Agreement which shall become effective upon the date of execution of the Agreement of all parties.

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By: Kylie Felicich

MCRPD General Manager

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By: Jason Morse

MUSD Superintendent



**Exhibit A of Joint Use Agreement**

Between Mendocino Unified School District and Mendocino Coast Recreation and Park District

**Mendocino High School**

10700 Ford Street, Mendocino, CA 95460

*Facilities for use shall be:*

Tennis/Pickleball/Basketball Court

Gymnasium

Multi-purpose room

Athletic Fields

Library

**Mendocino K-8 School**

44281 Little Lake Road

Mendocino, CA 95460

*Facilities for use shall be:*

Athletic Fields

Gymnasium

Multi-purpose room

Library