



Santa Barbara  
**SCHOOL DISTRICTS**

720 Santa Barbara Street, Santa Barbara, CA 93101  
Phone (805) 963-4338, Fax (805) 963-5685  
www.sbsdk12.org

**Date:** March 3, 2009  
**To:** Dr. J. Brian Sarvis, Superintendent  
**From:** David J. Hetyonk, Director of Facilities and Operations  
**Subject:** Approval of Memorandum of Understanding with Goleta Valley Girls Softball Association for use of softball fields at Dos Pueblos High School

Consent Agenda: March 10, 2009 agenda

Background:

In the late 90's the Goleta Valley Girls Softball Association (GVGSA) constructed four softball fields at the north east end of the Dos Pueblos High School Campus. Information in district files indicated that the construction of the fields would not impact the district budget and that GVGSA sought a long term commitment for field use. The district did not want a long term contract that would prevent the district from using the property for another use if the district had a future need and as a result of this, no formal agreement was ever approved by either board. When the fields were built, the district received re-claimed water from Glenn Anne Golf Course at a minimal cost.

Plan:

The district standard is two softball fields for physical education and athletics. DPHS utilizes two of the fields for this purpose and GVGSA utilizes to other two fields. GVGSA also uses the DPHS designated fields when needed and available and DPHS also has this option. The district has asked GVGSA to pay for the reclaimed water for two of the fields (estimated to be 1/8 of the total re-claimed water bill for the site) in addition to entering into a formal agreement for the use of the fields on district property.

Fiscal Impact:

Approximately \$5,000+ to the general fund to offset re-claimed water costs.

Funding Source:

GVGSA funded

Recommendation:

It is recommended that the Board approve the Memorandum of Understanding between the Santa Barbara High School District and Goleta valley Girls Softball Association for the use of Softball Fields at Dos Pueblos High School

<b>Attachment(s)?</b>	<input checked="" type="checkbox"/>	<b>Yes (if so, please attach)</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Powerpoint</b>	<input type="checkbox"/>	<b>Overhead</b>	<input type="checkbox"/>	<b>Consultant</b>
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Adams Elementary School Cesar Chavez Charter School Cleveland Elementary School Franklin Elementary School Harding Elementary School	McKinley Elementary School Monroe Elementary School Open Alternative School Peabody Charter School	Roosevelt Elementary School Santa Barbara Charter School Santa Barbara Community Academy Washington Elementary School	Goleta Valley Junior High School La Colina Junior High School La Cumbre Junior High School Santa Barbara Junior High School	Dos Pueblos High School La Cuesta Continuation High School San Marcos High School Santa Barbara High School Home School Santa Barbara
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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Santa Barbara High School District ("District") and Goleta Valley Girls Softball Association ("GVGSA.") This MOU is made with reference to the following facts:

- A. District is a political subdivision of the State of California.
- B. GVGSA is a California Corporation which operates a youth girls' softball league in Santa Barbara County.
- C. District is the owner of certain real property commonly known as Dos Pueblos High School, located at 7266 Alameda Avenue in Goleta, California ("DPHS.")
- D. In the late 1990's, GVGSA constructed four softball fields at DPHS (collectively, the "Softball Fields") and has since been using the Softball Fields for maintenance of a girls' softball league.
- E. For purposes of this MOU, the Softball Fields will be described more particularly as the two fields on the east end of the DPHS property (the "East Fields") and the two fields on the west end of the DPHS property (the "West Fields.")
- F. The Parties, for their mutual benefit, are entering into this MOU for the purpose of memorializing their respective rights and obligations regarding the Softball Fields under the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the covenants and conditions hereafter set forth, the Parties agree as follows:

- 1. The term of this MOU shall be for a period of five years, commencing on January 1, 2009, and terminating on December 31, 2013, unless sooner terminated as herein provided.
- 2. During the GVGSA season, and at other times as may be mutually agreed upon throughout the year, GVGSA teams, their coaches, and spectators will be permitted to utilize the Softball Fields for practices and games. District shall be responsible for maintaining and distributing a master schedule for use of the Softball Fields.
- 3. GVGSA shall not rent or sublet the Softball Fields to any other person or entity.
- 4. GVGSA agrees to abide by, and enforce, all District policies governing District property, including but not limited to prohibitions on the use of tobacco or alcohol by any persons on District property.

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5. GVGSA will be responsible for routine maintenance of the East Fields, keeping them in a condition reasonably suitable for the game of softball. However, GVGSA shall not make any changes to the Softball Fields, including but not limited to the water systems, structures, walkways, spectator areas, and parking areas, without the written permission of the District. Use and maintenance of any buildings provided by GVGSA shall be the responsibility of GVGSA. GVGSA and the District will ensure that the facility is secure (locked gates) at the conclusion of each use.

6. GVGSA shall pay for one-eighth (1/8) of the District's reclaimed water bill for DPHS. If the amount of turf at DPHS is increased or decreased during the term of this MOU, the portion of the reclaimed water bill to be paid by GVGSA shall be adjusted by mutual agreement. District shall invoice GVGSA on a monthly basis for these charges and payment by GVGSA shall be immediately due and payable upon receipt of such invoice.

7. Notwithstanding Paragraph 2, above, the West Fields shall be for the priority use of DPHS and the District. When not needed for District use, GVGSA may schedule GVGSA activities on the West Fields. However, activities other than GVGSA practices and league games, annual fundraising clinic, and annual all-star tournament will require a Civic Center Act use permit and fees paid in accordance with District policy (Board Policy and Administrative Regulation 1330.)

8. The East Fields shall be for the priority use of GVGSA, and shall be used for GVGSA-sponsored activities only. When not needed for GVGSA use, District may schedule activities on the East Fields.

9. GVGSA shall have the duty to defend, indemnify and hold harmless the District from all claims, demands, damages, costs, expenses, judgments or liability, including reasonable attorneys' fees arising out of GVGSA-sponsored activities or resulting from intentional or negligent acts or omissions of GVGSA, its officers, employees or agents.

10. GVGSA, at its sole cost and expense, shall maintain comprehensive general liability insurance for the period covered by this MOU in the amount of at least \$1,000,000 per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protection against claims arising from the activities contemplated under this MOU. GVGSA shall furnish the District with a Certificate of Insurance which names the District as an additional insured.

11. Failure of either party to satisfy, observe or perform, any of the covenants, conditions, or reservations set forth herein shall constitute a material default under this MOU.

12. The MOU shall terminate upon any of the following:

(A) At the expiration of the term as provided in Paragraph 1, above;

(B) In the event of a material default as set forth in Paragraph 11, above, unless such material default is waived in writing, or

(C) Upon giving written notice intent to terminate to the other party at least six months prior to the desired termination date of this MOU.

13. Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by mail to the following:

GVGSA: Goleta Valley Girls Softball Association  
P.O. Box 1286  
Santa Barbara, CA 93116-1286

DISTRICT: Santa Barbara School Districts  
720 Santa Barbara St.  
Santa Barbara, CA 93101

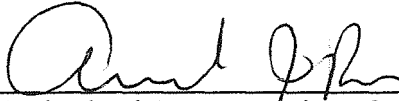
14. This MOU contains the entire agreement of the Parties, and supersedes any prior written or oral agreements or writings between them concerning the subject matter contained herein.

15. Nothing contained in this MOU shall be interpreted so as to create a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

16. This MOU is subject to, and expressly conditioned upon approval by the Santa Barbara School Districts Board of Education.

WHEREFORE, the Parties have executed this MOU effective as of the most recent date set forth below.

Date: 2-14-05

  
Authorized Representative of  
Goleta Valley Girls Softball  
Association, Inc. *president*

Date: \_\_\_\_\_

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Authorized Representative of  
Santa Barbara High School  
District