

**Memorandum of Understanding between**  
**Sonoma Valley Unified School District**  
**and**  
**Sonoma Valley Health and Recreation Association**

As defined in the Joint Use Agreement between Sonoma Valley Health and Recreational Association, dba Sonoma SPLASH and Sonoma Valley Unified School District (SVUSD) an annual MOU is required. Following are the terms of the 2023/24 MOU.

**1) Purpose and Scope**

- a) On May 18th 2021 the SVUSD approved a Joint Use Agreement with SONOMA SPLASH to support community use of the Sonoma Valley High School Aquatic Facility (“Use Agreement”). The Aquatic Facility began operations in October 2022. In the Use Agreement an MOU is specified to be completed by May of each year. This MOU is effective January 1, 2024, and will be updated on or before June 30, 2024.
- b) As specified in the Joint Use Agreement, this MOU will cover operations, maintenance & repair, use schedules, revenue plan and budget for the aquatic facility.
- c) The aquatic facility contains 2 pools, a 16-lane competition pool (competition pool) and a warm learn to swim pool (learning pool), a mechanical building with a lifeguard room, bathrooms and 2 storage rooms. A community building with locker rooms, bathrooms, outdoor showers, a meeting room, an office and a check-in station.

**2) Operations**

- a) Aquatic Facility Schedule of Use
  - i) SVUSD and Sonoma SPLASH will utilize the Facilitron system to reserve times for their use.
  - ii) SVUSD will have first priority but will need to establish a reserved schedule to enable Sonoma SPLASH to reserve community use times.
  - iii) The community will be given greater access to the competition pool during school hours on a trial basis over the course of the school year, based on the following schedule, provided all safety standards are met and no issues are reported.
    - Sports will practice in lanes at one end of the pool. Next to any SVHS sports will be the youth sports practices (Sea Dragons, etc.). Any remaining lanes can be for community use but will be next to the youth sports practice. The youth sports practices have their own coach who will supervise them, and our coaches will supervise their own teams.

- Community members will be directed on how to go to their lanes so that they are not mixing with sports teams. There may be some roped-off areas or signage to aid in directing SPLASH members
- When any of our athletes need to shower, coaches will direct them to either use the single-stall showers or if they're using the outdoor showers coaches will ensure no community members are using the outdoor showers at the same time to avoid any situations where community members are showering next to students.

iv) Starting first day of school after winter break (January 8, 2024) SPLASH access schedule will be:

- On school days:
  - Both pools from 6am to 8pm
  - PE will have exclusive use of the competition during PE classes
- On weekends, holidays and when school is not in session
  - 6am to 8pm both pools, except when school events are planned

v) SPLASH will meet with SVHS staff to work out:

- Physical Education scheduling requirements
- SVUSD will provide the PE schedule to SPLASH on a monthly basis to schedule accordingly.
- Required communications to community for parking, access and behavior on campus
- Protocols for reporting incidents

vi) During the school day hours, access by community members will be required to utilize the RAPTOR system.

b) Keys

- i) Sonoma SPLASH will be provided with keys to the facility. Sonoma SPLASH will request the total number of keys needed. Each key will be assigned to a specific SPLASH employee and employees signed out through the high school.

c) Security Camera

- i) A security camera system will be in place. Sonoma SPLASH will only have access to the security cameras focused on the Aquatic Facility.
- ii) SVUSD will have access to all security cameras focused on the High School.

d) Insurance

- i) See Exhibit A

e) Facilities

- i) Sonoma SPLASH will have sole use of the office space and one of the storage areas.
- ii) SVUSD will have sole use of one of the storage areas.
- iii) All other aquatic facility areas will be available for reserved use.
- iv) The parking area with 17 spaces and ADA parking adjacent to the aquatic facility will be primarily used for the aquatic facility.

**3) Miscellaneous**

- a) If funding is available SPLASH staff will be made available to High School PE classes to provide safety oversight and support.

**4) Safety**

- a) SPLASH will communicate with its members the need to drive slowly, adhere to all signage.
- b) SVHS will increase signage to provide better guidance for SPLASH members, to include speed limit signs and pool location, and the fact that SVUSD is a closed campus and off limits to the public during school hours.
- c) SPLASH will report safety concerns to SVUSD as soon as possible and SVUSD will notify SPLASH of safety concerns as well.

**5) Maintenance and Repair**

- a) SVUSD will have sole responsibility for the maintenance and repair of the facility.
- b) Whichever party is operating the facility will be responsible for: ensuring that the water chemistry and clarity remains balanced and safe, in accordance with the training delivered by Waterworks Industries.
- c) SPLASH will notify SVUSD of any required maintenance in a timely manner.

**6) Revenue/Budget**

- a) SVUSD will create a separate budget within the district's financial system to record all SVUSD's expenses and revenues related to the operations of Aquatic Facility.

**7) Use Agreement Section III, subpart G. Incorporated Provisions**

- a) Sonoma SPLASH shall at all times provide a sufficient number of Sonoma SPLASH employees to supervise its programs and activities in a safe manner. Any program or activity to be conducted at the Aquatic Facility during instructional days that is provided by anyone other than Sonoma SPLASH shall at all times be supervised directly by an employee of Sonoma SPLASH.
- b) SVUSD shall at all times provide a sufficient number of SVUSD employees to supervise its programs and activities in a safe manner.

- c) The District and SPLASH shall each defend, indemnify, and hold harmless the other and its officers, officials, employees, agents, and volunteers of either organization from and against all claims, damages, losses and expenses, including attorney fees, arising out of or related to either party's acts or omissions in connection with this Agreement, except where the claim, injury, damage, loss, or expense is caused by the sole negligence or willful misconduct of the indemnified party.
- d) Disputes under this Agreement shall be resolved consistent with Section IV, subpart 15 of the Use Agreement.
- e) The parties agree that there shall be no discrimination based upon actual or perceived sex, sexual orientation, gender, gender identity, gender expression, age, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person.
- f) In case of an emergency need SVUSD/and or SPLASH will coordinate with emergency agencies on any needed use.
- g) Safety/security/fingerprinting: The parties agree and will ensure that all staff are trained in all safety related matters as required by law or appropriate for the services provided at the Aquatic Facility. This includes criminal history checks as part of pre-employment screening. All employees and volunteers of Sonoma SPLASH who are performing services at the Aquatic Facility on instructional days and who may be in close proximity to students of SVUSD, as determined by SVUSD, shall be fingerprinted and shall pass the same security screening required of classified employees by the District or shall be under continuous direct supervision by an individual who has passed such security screening.
- h) Sonoma SPLASH shall not use the Aquatic Facility or permit anything to be done in or about the Aquatic Facility which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.
  - i) No alcohol, tobacco products, drugs or drug paraphernalia allowed at the Aquatic Facility at any time.

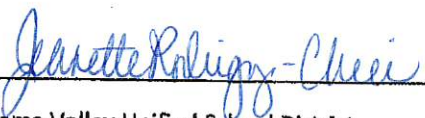
**8) Amendments**

- a) The parties will work together in establishing additional terms and conditions of the partnership as the need arises. Accordingly, the Parties may amend this MOU at any time upon written mutual agreement.

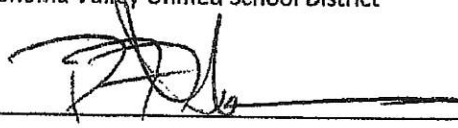
**9) Term of Understanding**

- a) The term of this MOU is for the 2023/24 school year, from the effective date of this agreement until June 30, 2024.

Signatures of authorized agency representatives

  
\_\_\_\_\_  
Sonoma Valley Unified School District

Date: 12/3/23

  
\_\_\_\_\_  
Sonoma Valley Health & Recreation Assn. ("Sonoma SPLASH")

Date: 11/13/23

## Exhibit A

Sonoma SPLASH shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the responsibilities as outlined in this MOU and the results of that work by Sonoma SPLASH, their agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if SPLASH has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Sonoma SPLASH maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Sonoma SPLASH. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

SVUSD (the Entity), its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SPLASH including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SPLASH's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 26,; and CG 20 37 if a later edition is used).

#### Primary Coverage

For any claims related to this contract, the Sonoma SPLASH's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the SPLASH's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### Umbrella or Excess Policy

SPLASH may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and noncontributory, additional insured, Self- Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the SPLASH's primary and excess liability policies are exhausted.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

#### Waiver of Subrogation

SPLASH hereby grants to Entity a waiver of any right to subrogation which any insurer of SPLASH may acquire against the Entity by virtue of the payment of any loss under such insurance. SPLASH agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Entity hereby grants to SPLASH a waiver of any right to subrogation which any insurer of the Entity may acquire against SPLASH by virtue of the payment of any loss under such insurance. The Entity agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SPLASH has received a waiver of subrogation endorsement from the insurer.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the SPLASH to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self- insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole

responsibility of SPLASH who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due SPLASH to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

NOTE to Agencies: If the SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the SPLASH's policy that the Named Insured SPLASH (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR in order to trigger coverage, it is necessary to include the Contract provision requirement above

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SPLASH must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

#### Verification of Coverage

SPLASH shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SPLASH's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.