

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND
CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT/ LAS POSITAS COMMUNITY
COLLEGE**

This Memorandum of Understanding (“MOU”) is entered this 13th day of June, 2012 (“Effective Date”) by and between the City of Livermore, a municipal corporation of the State of California (“City”), and Chabot Las Positas Community College District (“CLPCCD”), on behalf of Las Positas Community College, a Community College of the State of California (“LPC”), also collectively known as “the Parties”.

- A. The City seeks to provide a Fourth of July fireworks festival to celebrate Independence Day.
- B. The celebration will draw attendance from the Livermore community and local surrounding areas which provides a unique perspective of the City.
- C. Due to unforeseeable budgetary issues, Fourth of July fireworks celebrations ceased to be provided by the City in 2010.
- D. Recognizing the importance of, and value to, the Livermore community and the City, the Livermore City Council authorized the Livermore Fireworks Committee (“Committee”) to examine the possibility of establishing a celebration for Independence Day.
- E. The Committee has established the “Livermore Fourth of July: An Old Fashioned Gathering” (“Gathering”) to be celebrated on July 4, 2012, and if feasible, every year thereafter.
- F. The Gathering will include vendors who shall provide food, spirits, and entertainment.
- G. The Committee’s desire is to have the Gathering be a community and family-oriented event.
- H. LPC has agreed to allow the Gathering to occur at the Las Positas Community College, located at 3033 Collier Canyon Road, Livermore, CA 94551. LPC and the City desire to memorialize their relationship in this MOU and to set their respective roles and obligations, including the provision of supplemental police.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Parties as follows:

1. Responsibilities of the City. Along with the terms and conditions of this MOU, the City agrees to be responsible for and complete those items set forth in the Facilities Service Agreement entered into with LPC, attached hereto as Exhibit A.

2. Responsibilities of the Committee. Along with the terms and conditions of this MOU, LPC agrees to be responsible for and complete those items set forth in Exhibit A.
3. Term. This MOU will commence on the Effective Date, and unless terminated earlier pursuant to this Agreement, will terminate September 1, 2012. The Parties reserve the right to extend the terms and conditions of this MOU by mutual written agreement.
4. Police Services.
 - a. In General. As set forth in greater detail in this MOU, the City will provide to the Gathering police officers to perform law enforcement services. City will retain control and direction over all police personnel. City reserves the right to determine the number and rank of police officers or reserved police officers that will be assigned whether the services will be performed in plain clothes or uniform. City retains the rights to utilize the services of Livermore Police volunteers where the City deems appropriate. LPC understands and agrees that police officers will not be required to perform tasks that are outside of routine police officer job duties, nor perform services authorized to be provided by private patrol operators, as defined in Business and Professions Code section 7582.1. LPC hereby authorizes any employee of the Livermore Police Department to enter the college areas whenever necessary to fulfill the duty of services under this MOU. City reserves the right to reassign any or all officers provided to the Gathering pursuant to this MOU, when in the opinion of the Chief of Police, or his designee, public safety needs require such reassignment
 - b. Facilities and equipment. City is not obligated to furnish any specific police facilities or equipment pursuant to this MOU.
 - c. General Order. LPC agrees and understands that assigned police officers will act in accordance with the General Orders, rules, procedures, and other directives of the Livermore Police Department.
5. Indemnity. Except as to the sole negligence or willful misconduct of LPC, employees, representatives and/or agents, City will defend, indemnify and hold LPC, its officers, agents, and employees harmless from any all loss damages, claims, demands, liability, expense or costs, including reasonable attorney's fees, which arise out of, or in any way connected with performance of, the services by the City or any of City's employees, agents, or subcontractors, notwithstanding that LPC may benefit from their services.
6. INSURANCE – The City is self insured and shall provide proof of insurance for liability amounting to no less than \$3,000,000.00. LPC shall be listed as an additional insured on the applicant's insurance policy for this event.

- a. The undersigned agrees to defend, indemnify and hold harmless the Chabot-Las Positas Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by City's use or occupancy of LPC's facilities.

7. Entire Agreement. This MOU and Exhibit A (Facility Service Agreement), set forth and contain the entire understanding and agreement of the Parties, and all oral or written representations understandings or agreements are expressly stated in this MOU.

8. Amendments. Changes to the terms and conditions of the MOU will be made only by written amendments signed by the Parties.

9. Notices.

City: Attn: Troy Brown
 Livermore City Hall
 1052 S. Livermore Avenue
 Livermore, CA 94550

College: Attn: Lorenzo Legaspi
 Las Positas College
 3000 Campus Hill Drive
 Livermore, CA 94551

Or to other such persons, addresses, or telephone numbers as the Parties may designate in writing from time to time.

10. Termination. The City may terminate this MOU, prior to June 30, 2012, by delivery of written notice of election to terminate to LPC.

11. Assignment. Neither Party will assign any right or obligation pursuant to this MOU without the written consent of the other Party. Any attempted or purported assignment without the written request of the other Party will be void and of no effect.

12. Jurisdiction and Venue. Any action at law or in equity brought under this MOU for the purpose of enforcing a right or rights provided for by this MOU will be tried in court of competent jurisdiction in the County of Alameda, State of California and the

Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

13. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be part of such paragraphs and will not be construed to change the meaning thereof.

14. Waiver. Waiver by either Party of any default, breach, or condition precedent will not be construed as a waiver of any default, breach, or condition precedent or of any right under this MOU.

15. Severability. If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to call remaining terms, provisions, covenants, and conditions.

16. Maintenance of Records. Each Party will maintain records regarding all expenses and expenditures.

17. Force De Majeure. If any party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the affected party shall be excused from performance of this Agreement.

18. Authority. The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this MOU on behalf of the respective legal entities of the Parties.

Date:

Date:

City of Livermore

CLPCCD/ Las Positas College

REQUEST FOR USE OF LAS POSITAS COLLEGE FACILITIES

3000 Campus Hill Drive, Livermore, CA 94551-7623, (925) 424-1000, fax (925) 443-0742

Organization LARPD/Livermore Fireworks Committee Date of application June 4, 2012

Applicant/Contact Wendy Weathers/ info@livermorefireworks.org Phone Number (925) 290-8295
 (Include name & phone number of person in charge attending the event.)

Billing Address 4444 East Avenue City Livermore Zip 94550

Title of Activity July 4th Fireworks #Participating 250 #Spectators 12,000

Class or Club event? No Yes Name of Div/Dept/Group _____

Open to the Public? Yes Registration Fee? No Admission Fee? \$20 per car/ \$5 walk

Proceeds used for: Community Event Promotion/ LPC Scholarship Fund
 (See College Administrative Office for Cash Handling Procedures)

Briefly describe activity/purpose:
 Hosting Livermore fireworks display for Independence Day.

Merchandise to be sold or distributed? Yes. Food/Beverages/Wine/Beer. CABP Permit to be obtained by organizing committee.

If the activity requires additional equipment and/or technical support, a [Request for Use of College Equipment and Support](#) must be completed and attached.

DAY OF WEEK	MONTH/DATE	ENTRY TIME	EVENT TIME	EXIT TIME	# OF TABLES	# OF CHAIRS

SELECT FACILITIES FOR WHICH YOU ARE APPLYING: For Multiple rooms, please list room numbers on back of form.		
<input checked="" type="checkbox"/> ATHLETIC FIELD <input type="checkbox"/> GYMNASIUM <input type="checkbox"/> POOL 1 <input type="checkbox"/> POOL 2	<input type="checkbox"/> CLASSROOM # _____ <input type="checkbox"/> MEETING ROOM# _____ <input type="checkbox"/> STUDENT DINING _____	<input type="checkbox"/> 2401 READING ROOM <input type="checkbox"/> 2420 LECTURE HALL <input type="checkbox"/> 801 SMALL LECTURE <input checked="" type="checkbox"/> OTHER <u>Parking</u>

I HEREBY CERTIFY that I have read and agree to abide by and to enforce the rules, regulations and policies for the Board of Trustees of the District as stated in the [FACILITY POLICIES DOCUMENT](#).

Applicant's Signature _____ Advisor's initials _____ Date _____

Division Dean/Administrator _____ Phone number _____ Date _____










Facility \$	8,000	Location/Banner ID	VP Business Services
Labor \$	Total \$ 8,000		
Equipment \$			
Other \$		Date	Date
Account #			

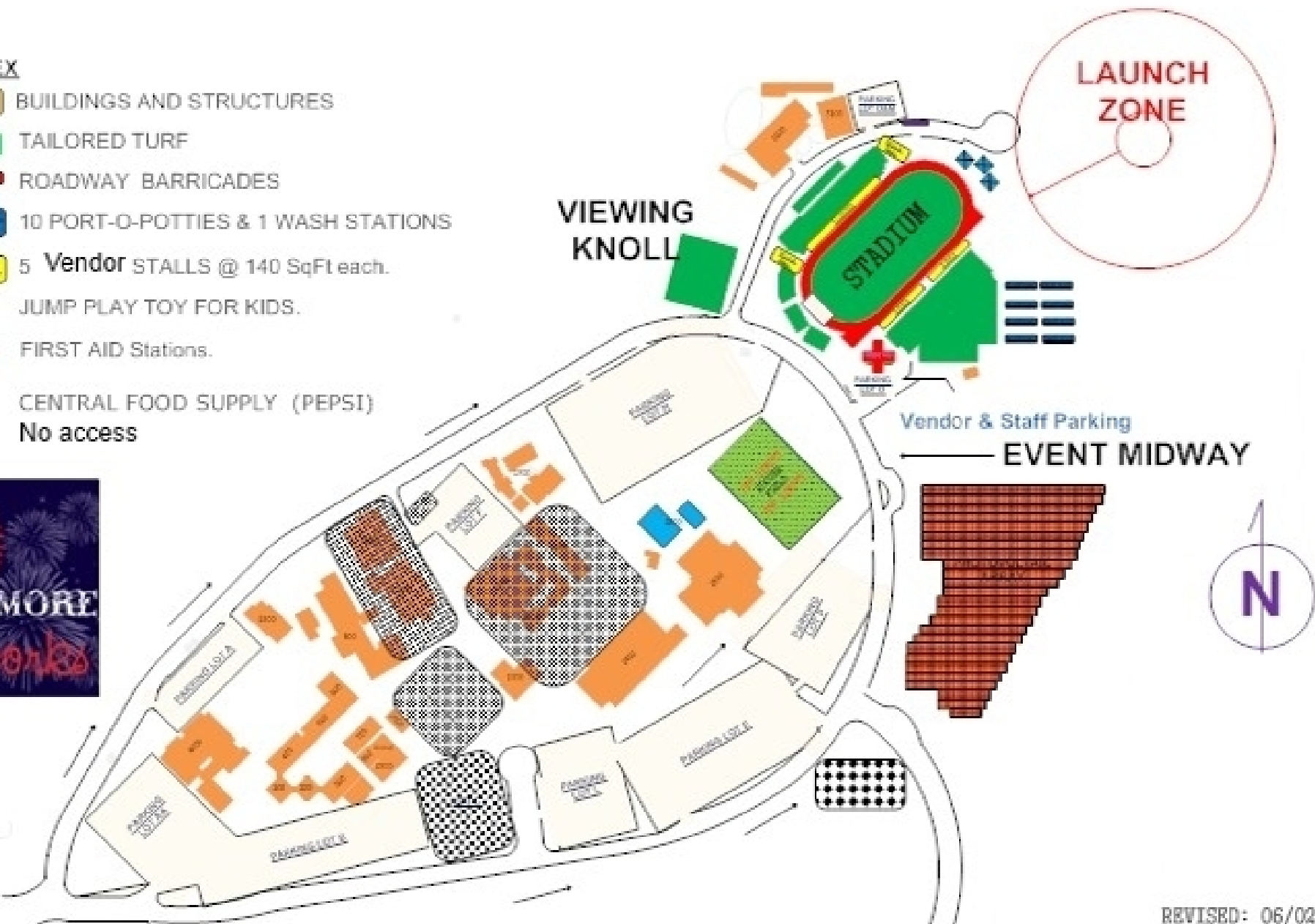
Security Maintenance Custodial Grounds Audio/Visual Theater StuServ ASLPC Athletics User

LAS POSITAS COLLEGE

EVENT MAP

INDEX

-  BUILDINGS AND STRUCTURES
-  TAILORED TURF
-  ROADWAY BARRICADES
-  10 PORT-O-POTTIES & 1 WASH STATIONS
-  5 Vendor STALLS @ 140 SqFt each.
-  JUMP PLAY TOY FOR KIDS.
-  FIRST AID Stations.
-  CENTRAL FOOD SUPPLY (PEPSI)
-  No access



Collier Canyon Rd Entrance

Parking Lots AA, B, L & E Access on Las Positas Loop South
 Parking Lots A, F & H Access on Las Positas Loop North

Isabel/Portola Entrance

REVISED: 06/02/2012
 NEW: 05/07/2012

Drawing Made By:
 The Henry I Jean Trust

LAS POSITAS COLLEGE

4th of July Event at Track and Field Stadium



LEGEND

EGRESS:  Minimum 20' wide

FOOD BOOTHS - Up to 8 located on both sides of the Track Field, up against the fence. Each booth to be 10'x12' (120 Sqft) as shown.

FOOD TRUCK/TRAILER - Up to 8 located on both sides of the Track Field, up against the fence. Various sizes.

WINE & BEER - 2 Sales Booths located: one at the north west corner of the Track Field, and the other at the south west corner of the Track Field.

W = Potable Water Sources

REVISED 06/02/2011
NEW 05/30/2011

Drawing Made By:
The Henry I Jean Trust