

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

This Memorandum of Understanding (“MOU”) is entered this ____ day of _____, 2013 (“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”); collectively known as the “Parties”.

- A. The City seeks to provide an Old Fashion Gathering (“Gathering”) to celebrate the United States of America’s Independence Day
- B. CLPCCD agrees to assist the City in providing a celebration for Independence Day by allowing the Gathering to be held at the Las Positas College (“LPC”), located at 3033 Collier Canyon Road, Livermore, CA 94551.
- C. The Parties understand the Gathering will draw attendance from the Livermore community as well local surrounding areas, and shall be held on the National Holiday commonly referred to as the Fourth of July.
- D. The Gathering will include vendors who may provide food and entertainment.
- E. The Gathering shall include a pyrotechnics show, more commonly known as “fireworks,” to celebrate Independence Day.
- F. The Gathering shall not include the sale or consumption of any alcoholic beverages.
- G. It is the desire of the Parties to memorialize their relationship in this MOU and to establish their respective roles and obligations, including the provision of providing supplemental police services.

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

- 1. Responsibilities of the City shall be as follows:
 - a. The City shall be responsible for ensuring all terms and conditions contained in this MOU are followed;
 - b. The City agrees to provide supplemental police services on the day of the Gathering as defined in section 4, of this MOU, identified as “Police Services”;
 - c. The City agrees to provide mechanisms to ensure that CLPCCD is recognized and acknowledged for allowing the event to be held at LPC. The mechanisms by which this shall be done is placement of a banner at the entrance to the event, and are subject to the approval of the CLPCCD;
 - d. The City agrees to ensure all vendors are advised of, and required to follow all terms and conditions contained in the MOU;

- e. Any facility utilized by the City during the Gathering shall be restored to the same condition as received **no later than the close of business on July 5, 2013.**
2. Responsibility of the CLPCCD are as follows:
 - a. CLPCCD shall be responsible for ensuring all terms and conditions contained in this MOU are followed;
 - b. CLPCCD agrees to allow the City to hold the Gathering on the Track and Field Stadium located at LPC, at 3033 Collier Canyon Road, Livermore, CA 94551;
 - c. CLPCCD will allow the City usage of the conference rooms at LPC free of charge. CLPCCD can limit the number of times the City may be allowed to use conference rooms for the Gathering to no more than three times a year. The City may request a specific conference room, and LPC agrees to take best efforts to provide the room requested. Nothing in this MOU allows the City the ability to circumvent the normal procedures utilized by LPC in regards to reserving conference rooms;
 - d. CLPCCD agrees to provide access to the Track and Field stadium on the Fourth of July beginning at 8 a.m. to allow vendors to set up to prepare for the Gathering; and
 - e. CLPCCD agrees to provide the City access to parking areas at LPC on the Fourth of July commencing at 8 a.m. for the Gathering.
3. Term. This MOU will commence on the Effective Date, and will terminate on July 5, 2013, unless otherwise extended by mutual written agreement. Within five months after the conclusion of the Gathering, the Parties agree to meet and discuss whether or not CLPCCD will grant the City authority to hold a Gathering at LPC the following year. Approval to allow the City to conduct a subsequent Gathering must be in writing.
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 reserve police officers that will be assigned and whether the services will be performed in plain clothes or uniform. City retains the right to utilize the services of Livermore Police volunteers where the City deems appropriate. CLPCCD understands and agrees that police officers will not be required to perform tasks that are outside of routine police officer job duties. CLPCCD 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. 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 CLPCCD, its employees, representatives and/or agents, the City will defend, indemnify and hold

CLPCCD, its officers, agents, and employees harmless from any and 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 subcontractors, or vendors, notwithstanding that CLPCCD 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. CLPCCD shall be listed as an additional insured on the applicant's insurance policy for this event.

7. Compensation.

The City agrees to provide compensation to LPC, CLPCCD for usage of LPC in the amount of \$8,000 plus expenses

8. Entire Agreement. This MOU sets forth and contains the entire understanding of the Parties, and all oral or written representations, understandings, or agreements are expressly stated in this MOU.

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

10. Notices.

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

District: Lorenzo Legaspi,
Vice Chancellor of Business Services
Chabot-Las Positas College District
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568

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

11. Termination. The City may terminate this MOU prior to June 1, 2013. Termination by the City after June 15, 2013, shall result in a fee being paid CLPCCD for reasonable administrative costs related to entering into this MOU.

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 a 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 all remaining terms, provisions, covenants, and conditions.
16. Force Majeure. If any Party's performance of obligations under this MOU 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 MOU.
17. 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:

City of Livermore

Print Name

Date:

Chabot-Las Positas Community
College District

Print Name