

(SAMPLE)

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between _____
(Partner) and the City of Costa Mesa (City).

SUMMARY

Partner and City agree to jointly provide the following recreational and/or community services:

Partner shall provide the following:

Instructor/Leader:

Facility:

Marketing:

Materials/Supplies:

Funding:

Other:

City shall provide the following:

Instructor/Leader:

Facility:

Marketing:

Materials/Supplies:

Staffing:

Funding:

Other:

TERMS

Partner/City may charge for services and shall have the right to establish fees. For partner offered fee-based programs held on City property, City shall receive 5% of fees for all youth or senior-specific programs and 10% of fees for all adult or non-age designated programs. For City offered fee-based programs held on Partner property, City and Partner shall split net proceeds with City retaining 5% of fees for youth or senior specific programs and 10% of adult or non-age specific programs, and Partner retaining remainder after all other program costs are paid (i.e., instructor and materials costs).

For services provided by Partner at no cost to the participants, City shall assess no fees.

TIMELINE

Partnership shall commence on or after _____ (date) and shall end on _____ (date). Services shall be provided at _____ (location) from _____ am/pm to _____ am/pm (program start/end time) and on _____ days of the week. Additional time needed for set-up/tear-down/clean-up: _____.

INSURANCE AND INDEMNIFICATION

To the fullest extent permitted by law, Partner shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Partner, or their employees, agents or subcontractors in the performance of this Letter. City may require Partner to obtain from each recreational participant a waiver and release of liability to the extent permitted by law.

To the fullest extent permitted by law, City shall protect, defend, indemnify and hold harmless Partner and their officers and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of City, or its officers, employees, agents or subcontractors in the performance of this Agreement.

For Partnerships held on Partner property, Partner shall obtain and maintain during the life of this Letter of Understanding all of the following insurance coverages for its own property and business operations:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If the policy carries an annual aggregate, it shall be in an amount not less than Two Million Dollars (\$2,000,000.00).
- (b) Workers' compensation insurance as required by the State of California.

Partner shall provide to City copies of insurance policies upon reasonable request.

ATTACHMENT 2

This Partnership and Letter of Understanding may be terminated at any time, by either party, without cause. The LOU will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the City or Partner.

Date of Approval by Parks and Recreation Commission: _____

Representing Partner, by authority of _____ (i.e., Partner Board of Directors):

Title

Date

Representing City,

Administrative Services Director or
Designee (Title): _____

Date