

MEMORANDUM OF UNDERSTANDING BETWEEN COALINGA-HURON UNIFIED SCHOOL DISTRICT AND THE CITY OF COALINGA

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into between Coalinga-Huron Unified School District (“District”) and the City of Coalinga (“City”) for the purpose of supporting summer aquatic programming and community access at the District-owned swimming pool facility.

The parties acknowledge that the swimming pool facility is owned, maintained, and operated by the District. The City’s participation under this MOU is limited to providing financial support and collaborative communication related to summer programming.

TERM

This agreement shall remain in effect from June 29, 2026, through July 31, 2026, unless modified or terminated in writing by either party.

HOURS OF OPERATION / PROGRAMMING

The District shall establish the hours, days of operation, programming schedules, closures, and facility availability for summer aquatic operations.

Programming may include, but is not limited to, public swim, instructional swim lessons, recreational activities, student programming, and community aquatic access opportunities as determined by the District.

The District reserves the right to modify schedules, cancel programming, or close the facility due to weather conditions, staff shortages, maintenance needs, health and safety concerns, or operational necessity.

Programming shall include, but is not limited to, the following:

Monday

- Lap Swim: 7:00 a.m. – 8:30 a.m.
- Swim Lessons: 9:00 a.m. – 12:00 p.m.
- Public Swim: 1:00 p.m. – 4:00 p.m.
- Family Swim: 7:00 p.m. – 8:30 p.m.

Tuesday

- Lap Swim: 7:00 a.m. – 8:30 a.m.
- Swim Lessons: 9:00 a.m. – 12:00 p.m.
- Expanded Learning Opportunities Program (ELOP): 12:00 p.m. – 2:00 p.m.

Wednesday

- Lap Swim: 7:00 a.m. – 8:30 a.m.
- Swim Lessons: 9:00 a.m. – 12:00 p.m.

- Public Swim: 1:00 p.m. – 4:00 p.m.
- Family Swim: 7:00 p.m. – 8:30 p.m.

Thursday

- Lap Swim: 7:00 a.m. – 8:30 a.m.
- Swim Lessons: 9:00 a.m. – 12:00 p.m.
- Expanded Learning Opportunities Program (ELOP): 12:00 p.m. – 2:00 p.m.

Friday

- Public Swim: 1:00 p.m. – 4:00 p.m.
- Family Swim: 7:00 p.m. – 8:30 p.m.

The District anticipates providing a Fourth of July holiday public swimming session from 11:00 a.m. to 4:00 p.m.

The District shall establish swimmer capacity limits and staffing assignments in accordance with applicable safety standards, operational requirements, and available staffing. The parties acknowledge that the American Red Cross generally recommends a supervision ratio of one (1) certified lifeguard for every twenty-five (25) swimmers. Accordingly, swimmer capacity and public access may be limited based on available lifeguard staffing levels and the District's determination of safe operating conditions.

The District reserves the right to limit attendance, restrict facility access, modify programming, cancel activities, or close the facility as necessary to maintain appropriate lifeguard-to-swimmer ratios or due to weather conditions, staffing shortages, maintenance needs, health and safety concerns, or other operational necessities.

STAFFING AND OPERATIONAL RESPONSIBILITIES

The District shall maintain sole authority and responsibility for operation of the swimming pool facility.

The District shall recruit, hire, train, supervise, evaluate, schedule, and compensate all personnel necessary for operation of the aquatic program, including but not limited to lifeguards, instructors, supervisors, cashiers, maintenance personnel, and support staff.

For the 2026 summer aquatic program, the District anticipates staffing the facility with two (2) certificated employees serving as lifeguard-certified aquatic coordinators/supervisors, six (6) to eight (8) lifeguard-certified student worker lifeguards, and two (2) student worker cashiers. Staffing levels may be adjusted by the District as necessary to meet operational, safety, attendance, or regulatory requirements.

The City's funding contribution is intended to support personnel costs associated with operation of the aquatic program, including regular wages, employer-paid payroll costs, and holiday compensation. Such costs may include holiday pay for one (1) Aquatic Pool Technician assigned to perform required pool monitoring, water testing, and related operational duties on the July 4 holiday.

The City shall not direct, supervise, employ, manage, or control District employees, volunteers, contractors, or aquatic operations.

INSURANCE

The District shall maintain all insurance coverage and liability protection required by applicable law through the California Risk Management Authority (CRMA).

The District shall be solely responsible for maintaining insurance coverage for the operation of the swimming pool facility, aquatic programming, District employees, student workers, and related activities conducted under this Agreement.

Upon request, the District shall provide proof of applicable insurance coverage.

Nothing in this Agreement shall require the City to obtain, maintain, or provide insurance coverage for the operation of the District's swimming pool facility or aquatic program.

INDEMNIFICATION AND HOLD HARMLESS

1. District's Indemnification Obligations. To the package fullest extent permitted by law, the Coalinga-Huron Unified School District ("District") shall defend, indemnify, protect, and hold harmless the City of Coalinga, its elected and appointed officials, officers, employees, agents, and volunteers (collectively, "City Indemnitees") from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees, expert witness fees, and litigation costs) of every nature, type, or description, arising out of, pertaining to, or resulting from:

- **(a)** The ownership, operation, maintenance, management, safety, or physical condition of the District-owned swimming pool facility;
- **(b)** The conduct, scheduling, administration, or supervision of the summer aquatic programming, including public swim, instructional lessons, family swim, and recreational activities;
- **(c)** Any acts, errors, omissions, negligence, or willful misconduct of the District, its officers, employees, student workers, volunteers, or independent contractors in the performance of this Agreement; and
- **(d)** Any employment-related claims, wage-and-hour disputes, workers' compensation claims, or allegations of labor law violations brought by District personnel, aquatic coordinators, cashiers, or student workers supporting the program.

2. Scope of Defense. The District's duty to defend the City Indemnitees is separate and independent of its duty to indemnify. The District shall, at its sole cost and expense, provide a prompt and immediate defense to the City Indemnitees against any claim or

action triggered by this section using legal counsel reasonably acceptable to the City, regardless of whether the underlying claim or action is groundless, false, or fraudulent.

3. City's Non-Liability. The parties expressly reaffirm that the City's role is strictly limited to providing a financial contribution to support community access and that the City exercises zero operational control, direction, or management over the facility or program staffing. Consequently, the City shall have no liability or responsibility whatsoever for any personal injury, drowning, wrongful death, property damage, or other casualty occurring at, in, or around the swimming pool facility during the term of this Agreement.

4. Survival of Provision. The defense and indemnification obligations set forth in this section shall survive the expiration, completion, or early termination of this Agreement.

COMPLIANCE WITH LAWS AND SAFETY REQUIREMENTS

The District shall operate the facility in compliance with applicable federal, state, county, public health, safety, aquatic, and educational regulations and standards.

The District shall maintain required inspections, certifications, staffing credentials, and safety procedures necessary for lawful operation of the facility.

CITY ROLE / NON-OPERATIONAL STATUS

The parties expressly acknowledge that the City is not operating, managing, supervising, or controlling the swimming pool facility.

Nothing within this MOU shall be construed to create a joint venture, partnership, agency relationship, or shared management authority between the parties.

REPORTING AND COMMUNICATION

The District shall provide periodic communication to the City regarding summer programming, operational status, attendance summaries, and significant program updates as reasonably requested.

The parties agree to maintain open communication throughout the summer season to support successful community programming and address operational matters collaboratively.

FUNDING CONTRIBUTION

The City agrees to provide financial support in the amount of Sixteen Thousand Dollars (\$16,000) toward summer pool operations.

Payment shall be made in full and remitted to the District no later than August 31, 2026.

The District shall retain sole discretion regarding expenditure of contributed funds for staffing, operations, maintenance, supplies, utilities, programming, and related aquatic operational costs.

The parties acknowledge that the City's financial contribution supports community aquatic programming but does not grant the City any operational authority, management responsibility, or control over the swimming pool facility or aquatic program.

TERMINATION

Either party may terminate this agreement with ten (10) days' written notice. In the event of termination, the parties shall work cooperatively to address outstanding operational or financial obligations.

Should this Agreement terminate prior to completion of the scheduled summer aquatic program, the City's financial contribution shall be prorated based upon the number of operational days completed. The daily operational rate shall be Six Hundred Forty Dollars (\$640.00), calculated by dividing the total funding contribution of no more than Sixteen Thousand Dollars (\$16,000) by twenty-five (25) scheduled operational days. The City shall be responsible for their payment of all operational days completed prior to termination, and any remaining balance shall be adjusted accordingly.

AUTHORIZED SIGNATURES

Coalinga-Huron Unified School District

Dr. David Moore, Superintendent

City of Coalinga

Authorized Representative