

MEMORANDUM OF UNDERSTANDING
BETWEEN
LEMOORE UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA VANPOOL AUTHORITY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Lemoore Union High School District, hereinafter referred to as LUHSD, and California Vanpool Authority, hereinafter referred to as CALVANS.

A. PURPOSE:

The purpose of this Memorandum of Understanding is to provide parking for CALVANS's Park and Ride participants in the LUHSD Parking Lot ("Lot"). The Lot consists of the parking area located at 101 East Bush Street, Lemoore, California 93245, and extends from the gutter near the furthest southern entrance of the Lot to the south end of the Lot nearest to the football stadium. See diagram at Exhibit 1.

B. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. COST RECOVERY. CALVANS will pay LUHSD twenty thousand, five hundred and five dollars (\$20,505) for LUHSD to slurry coat and eventually resurface the Lot. If LUHSD does not slurry coat every year, the money will be banked to help defray the cost of resurfacing the Lot at a later date.
2. PARKING. Parking for Park and Ride participants is limited to the spaces marked in yellow and identified as being available to Park and Ride participants.
3. LOT USE. The Lot is available for parking by Park and Ride participants. The Lot must be cleared earlier for use by LUHSD during special LUHSD events, in which case LUHSD will provide notice 24 hours before the event.
4. PLACARDS/TAGS. CALVANS may provide special placards or tags that identify a vehicle as being parked by a Park and Ride participant. Vehicles that do not display the special placard or tag, or which do not have a LUHSD parking sticker, will be warned the first time they park in the Lot without displaying the placard or tag, with the next occurrence resulting in the issuance of a parking ticket and fine by the Lemoore Police Department.
5. HOLD HARMLESS. CALVANS and consequently its Park and Ride Participants agree to park at their own risk. LUHSD accepts no liability for damage or loss sustained by any vehicle parked in the Lot.
6. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for the school fiscal year, at which time it will expire unless extended.

7. NOTICE. If a party wishes to end this agreement before the one-year time period, a thirty (30) day notice is required. If this agreement is ended early, LUHSD will repay funds paid by CALVANS to LUHSD on a monthly prorated basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

LEMOORE HIGH SCHOOL DISTRICT

CALIFORNIA VANPOOL AUTHORITY

DATE: _____

DATE: _____

DEBBIE MURO, Superintendent

RON HUGHES, Executive Director