

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING THE CITY OF GUADALUPE COVID-19 ATHLETIC/CITY AUDITORIUM FACILITIES USE PROCEDURE AGREEMENT

WHEREAS, in March 2020 the COVID-19 pandemic caused the City auditorium’s closure to the public; and

WHEREAS, in the Summer of 2021, the City auditorium was reopened for rentals and other activities with some restrictions, per the Santa Barbara County Public Health Office; and

WHEREAS, requests have been made by McKenzie Middle School and other youth groups to use the City auditorium for sports activities, such as basketball and volleyball; and

WHEREAS, on December 8, 2021, the Recreation and Parks Commission met to review and discuss the draft “City of Guadalupe COVID-19 Athletic/City Auditorium Facilities Use Procedure Agreement;” and

WHEREAS, the Recreation and Parks Commission voted and approved the final provisions of the Agreement at their meeting on December 8, 2021; and

WHEREAS, the Agreement was thereafter reviewed by the City Attorney who recommended changes for both legal purposes and for purposes of clarification, which changes were identified in a “redline” edit version of the Agreement (Attachment 1 to the staff report for this item), which changes were considered by the City Council.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Guadalupe, California, that the City Council approves the City of Guadalupe COVID-19 Athletic/City Auditorium Facilities Use Procedure Agreement attached to the staff report accompanying this resolution as Attachment 2.


PASSED, APPROVED AND ADOPTED at a regular meeting held on the 25th day of January 2022 by the following vote:

MOTION: TONY RAMIREZ / LILIANA CARDENAS

AYES:	4	Councilmembers:	Ramirez, Cardenas, Julian, Robles
NOES:	0		
ABSENT:	1	Councilmembers:	Costa Jr.
ABSTAIN:	0		

I, **Amelia M. Villegas**, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-06**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 25, 2022, and that same was approved and adopted.

ATTEST:

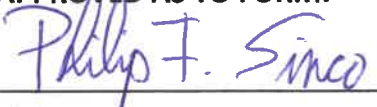


Amelia M. Villegas, City Clerk



Ariston Julian, Mayor

APPROVED AS TO FORM:



Philip Sinco, City Attorney



City of Guadalupe COVID-19 Athletic/Auditorium Facility Use Procedure Agreement

This COVID-19 Athletic/Auditorium Facilities Use Agreement (“Agreement”) is made and entered into on _____ between the City of Guadalupe and _____.

Responsible Party: The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all athletic event details and outlined COVID-19 procedures detailed below with all participants of the event.

Responsible Party’s Obligations:

- a) The Responsible Party shall assume responsibility for advising all participants and their guardians of the required COVID-19 procedures outlined below.
- b) The Responsible Party understands that any failure to fully comply with the COVID-19 procedures outlined below required as a condition of use of the Guadalupe Auditorium hereby referred to as the “Facility,” this Agreement will be terminated without refund or notice.
- c) The Responsible Party understands that all participants in the event, including athletes, coaches, referees, and spectators must wear a facial covering upon entry into the Facility. When athletes are actively participating in physical activity directly related to the athletic event, the athletes are allowed to remove their masks during the duration of the time they are participating in active physical activity. For purposes of this Agreement, “active physical activity” does not include being present on the bench or sidelines during an athletic event. Coaches and referees shall be required to wear masks at all times during the event.
- d) All individuals not engaged in active physical activity must wear a mask at all times while inside the Facility, except when actively drinking water. No food shall be served or allowed to be consumed at the event (unless necessary for a medical or similar reason).
- e) Upon entry into the Facility all participants will be required to sanitize their hands with sanitizer provided by the Responsible Party.

- f) During the duration of team practices, only athletes and coaches as defined by the Responsible Party will be permitted in the Facility.
- g) The Responsible Party shall require all athletes, or if they are minors, their parents or guardians, to complete the City of Guadalupe Assumption of Risk, Hold Harmless, and Indemnification Agreement, attached hereto, below as a condition of entry for each participant.

Termination/Cancellation: This Agreement to use the Facility is granted subject to observance of current CDC, State of California, and Santa Barbara County Guidance. The City of Guadalupe may revoke this Agreement effective immediately upon the Responsible Party's failure to comply with any COVID-19 procedures outlined above without a refund. The City of Guadalupe may terminate the Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the City of Guadalupe, would make the use of the facility unfeasible. In case of such emergency, Responsible Party shall be issued a refund.

Facilities Use Agreement Addendum: If there is a Facilities Use Agreement Addendum ("Addendum") attached to this Agreement, the parties to this Agreement incorporate by reference, as though fully set forth herein, those specific paragraphs outlined in this Addendum.

Modifications of this Agreement: This Agreement contains the COVID-19 protocols outlined by the City of Guadalupe, as a condition of use of the Guadalupe City Auditorium. Any modifications, changes or amendments to this Agreement must be written and signed by all parties to this Agreement.

Acceptance of Terms: I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Responsible Party Signature: _____ Date: _____

Printed Name and Title: _____

City of Guadalupe Representative Signature: _____ Date: _____

Printed Name and Title: _____

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT YOU WILL GIVE UP IMPORTANT LEGAL RIGHTS. READ THIS DOCUMENT CAREFULLY. DO NOT SIGN IT UNLESS YOU UNDERSTAND AND COMPLETELY AGREE WITH ITS TERMS.

City of Guadalupe Assumption of Risk, Hold Harmless, and Indemnification Agreement

The undersigned, on my own behalf or on behalf of a minor participating in an activity at the Guadalupe Auditorium, freely assumes the risk of any injury that may result while participating in athletic activities taking place at the Guadalupe Auditorium organized and held by third parties. There are inherent, known, possible and potentially unknown risks and hazards associated with such activities. I will not hold responsible to any injury, however caused, and hereby release and hold the City of Guadalupe harmless from and against any and all claims, demands, suits, liability and injury, however caused, arising out of or related to these activities, to include any and all claims, demands, suits, liability and injury arising out of or related to the negligence of the City of Guadalupe. Furthermore, I agree to indemnify the City of Guadalupe for any injury caused by my negligence, gross negligence, willful misconduct.

As used throughout this agreement, "I" includes, but is not limited to, my family members, my heirs, administrators, executors or assigns. "City of Guadalupe" includes, but is not limited to, the City of Guadalupe including, but not limited to, officers, representatives, agents, volunteers, or employees of the City of Guadalupe. "Injury" includes, but is not limited to, personal injury, sickness, and death, any financial loss or damages, and any property damage, loss or destruction that may result arising out of or related to my participation in the above activities.

Invalidity or unenforceability of one or more provisions or parts of this Agreement shall not affect any other provision or part of this Agreement.

Date Printed Name Signature

Street Address Phone Number

City, State and Zip Code

FOR MINOR PARTICIPANT, OBTAIN PARENT'S/GUARDIAN'S SIGNATURE:

I, _____, parent or legal guardian of the above-named minor do hereby (1) consent to him/her participating in the above activities, (2) **expressly agree to the provisions of the above agreement and adopt it as my own** and (3) agree to indemnify the City of Guadalupe for any injury for which this minor would be liable as stated above.

Date Legal Guardian's Printed Name Legal Guardian's Signature