

**Memorandum of Understanding  
Between the Lucia Mar Unified School District and the County of San Luis Obispo**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 for the purpose of setting forth the terms and conditions of the understanding between the Lucia Mar Unified School District ("the District") and the County of San Luis Obispo ("the County") for use of an Evacuee Monitoring and Decontamination (EMAD) Center at Nipomo High School / Central Coast New Tech High School, located at 525 N. Thompson Rd. in Nipomo, California.

**Partners:**

**Lucia Mar Unified School District**

and

**County of San Luis Obispo**

**24 Hour Contact:**

**County of San Luis Obispo:**

Name: RON ALSOP  
Title: EMERGENCY SERVICES MANAGER  
Address: 1055 MONTEREY ST. D430  
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**Lucia Mar Unified School:**

Name: Andy Stenson  
Title: Assistant Superintendent, Business  
Address: 602 Orchard Street  
Arroyo Grande, CA 93420  
Telephone(s): (805) 474-3000 x1070  
E-Mail Address: andy.stenson@lmusd.org

**Purpose:**

This MOU provides for the use of the Nipomo High School / Central Coast New Tech High School as a designated location within the County of San Luis Obispo for monitoring and possible decontamination of members of the general public following an incident at Diablo Canyon Power Plant necessitating the evacuation of residents of the County. Specific details regarding the EMAD Center can be found in the County's Standard Operating Procedures for the San Luis Obispo County Nuclear Power Plant Emergency Response Plan.

The portion of the Nipomo High School / Central Coast New Tech High School campuses that will be utilized for the EMAD Center (or required FEMA exercises) includes the parking lot of the Central Coast New Tech High School, the buildings immediately facing that parking lot and the open areas near the football field, pool, soccer areas of Nipomo High School / Central Coast New Tech High School. The EMAD Center and the actual campus will be kept completely separated by the gates around the campus core. The EMAD Center will also have assigned security staff.

**Use:**

If the County determines it necessary, the EMAD Center may be opened during an event at Diablo Canyon Power Plant. This may occur at the same time as the possible relocation of school children from other schools within the District, who may also come to the Nipomo High School / Central Coast New Tech High School campuses. If children are relocated to the Nipomo High School / Central Coast New Tech High School campuses, general population evacuees will be kept securely separated from children relocating from the District.

Every 8 years, or as required by FEMA, a FEMA evaluated exercise will also take place at the EMAD Center. This would include 2 exercise dates as well as set up dates that will not interfere with school operations.

Occasional training may occur for the emergency workers associated with the EMAD Center between these exercises, which will be coordinated between the County and the District. The County will seek advance approval from Nipomo High School, Central Coast New Tech High School and/or the District personnel for use of the EMAD center for exercises, set up and training on dates acceptable to the high school and the District.

**Duration:**

This MOU will remain in effect until terminated, as provided herein, and may be modified by mutual consent of authorized officials of the District and the County. This MOU shall become effective when it is fully executed by the authorized officials of the District and the County. Either party may terminate this MOU upon 180 days written notification.

**Public Information:**

The County of San Luis Obispo will publicize notice of the location of the EMAD Center before and during any use. The District will refer all public or media inquiries about the County's use of the EMAD Center to the County Office of Emergency Services.

**Reimbursement:**

The County of San Luis Obispo will reimburse the Lucia Mar Unified School District for any damage to the facility outside normal wear and tear, as well as out of pocket operational costs, including utilities resulting from the use of the EMAD by the County for the purposes stated herein. This includes both real life and, as needed, FEMA exercise or training related costs. Requests for reimbursement shall be submitted to the County Office of Emergency Services within sixty (60) days and include invoices.

**Indemnification:**

The County of San Luis Obispo shall indemnify, defend, and hold harmless the District and its employees from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, which may occur as a result of the performance of this MOU, except such loss or damage which was caused by the negligence or willful misconduct of the District.

**County of San Luis Obispo:**

Authorized Official Signature: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone(s): \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lucia Mar Unified School:** BOARD OF EDUCATION APPROVED: June 28, 2016

Authorized Official Signature: [Signature]  
Printed Name and Title: Andy Stenson  
Assistant Superintendent, Business  
Address: 602 Orchard Street  
Arroyo Grande, CA 93420  
Telephone(s): (805) 474-3000 x1070  
E-Mail Address: andy.stenson@lmuasd.org  
Date: 6/29/16

APPROVED AS TO FORM  
AND LEGAL EFFECT  
Rita L. Neal, County Counsel  
[Signature] 7/19/16  
Deputy County Counsel

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
SUPERIOR COURT

Case No. 123456789  
FILED