

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara Unified School District ("District") and the Earl Warren Showgrounds ("EWS"). This MOU is made with reference to the following facts.

- A. District is a political subdivision of the State of California.
- B. EWS is managed by the 19th District Agricultural Association which is a statutorily created agency of the State of California, Department of Food and Agriculture, Division of Fairs and Expositions.
- C. District owns and occupies certain real property commonly known as Adams Elementary School and located at 2701 Las Positas Road in the City of Santa Barbara ("Adams Property.")
- D. EWS owns and occupies certain real property located at 3400 Calle Real in the City of Santa Barbara ("EWS Property.")
- E. The Adams Property and EWS Property are adjacent and both contain designated spaces for parking of automobiles.
- F. Attendance at District-sponsored events at the Adams Property occasionally exceeds the Adams Property parking capacity.
- G. EWS holds an annual fair and exposition at the EWS Property in April of each year ("Fair and Expo.") Attendance at the Fair and Expo exceeds the EWS Property parking capacity.
- H. The Parties, for their mutual benefit, are entering into this MOU for the purpose of providing alternative parking to the general public under the terms and conditions herein specified.

NOW THEREFORE, in consideration of the covenants and conditions hereafter set forth, the Parties agree as follows:

- 1. The term of this MOU shall be for five years, commencing on July 1, 2013, and terminating June 30, 2018, unless sooner terminated as herein provided.
- 2. Persons attending District-sponsored events at the Adams Property shall be permitted to utilize the parking facilities on the EWS Property as needed during, and reasonably before and after, such events. At least two weeks prior to a District-sponsored event, the District will notify EWS of its intent to use the EWS Property parking facilities. EWS will permit the District's use unless its parking facilities are unavailable due to an event at EWS already scheduled at the time of the District's request.

3. Persons attending the Fair and Expo shall be permitted to utilize the parking facilities on the Adams Property as follows: 4:00 p.m. to 10:00 p.m. Monday through Thursday; 4:00 p.m. to midnight Friday; 11:00 a.m. to 11:00 p.m. Saturday and Sunday.

4. The consideration for this agreement shall be the mutual parking privileges described above. No monetary consideration is required and no fees shall be charged by District to EWS pursuant to the California Civic Center Act.

5. Each party shall be solely responsible for maintaining and repairing their own properties and for the cost of all utilities serving the properties.

6. EWS shall have the duty to defend, indemnify and save harmless the District from all claims, demands, damages, costs, expenses, judgments or liability, including reasonable attorneys' fees resulting from intentional acts or omissions to of EWS, its officers, employees or agents. District shall have the duty to defend, indemnify and save harmless EWS from all claims, demands, damages, costs expenses, judgments or liability, including reasonable attorneys' fees, resulting from intentional or negligent acts or omissions of the District, its officers, employees or agents.

7. EWS, at its sole cost and expense, shall maintain comprehensive general liability insurance for the period covered by this MOU in the amount of at least \$1,000,000 per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protection against claims arising from the activities contemplated under this MOU. EWS shall furnish the District with a Certificate of Insurance. District, at its sole cost and expense, shall maintain comprehensive general liability insurance for the period covered by this MOU in the amount of at least \$1,000,000 per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protection against claims arising from the activities contemplated under this MOU. District shall furnish EWS with a Certificate of Insurance. EWS recognizes that District has a self-insurance program and accepts the program as providing the required general liability insurance.

8. Failure of either party to satisfy, observe or perform, any of the covenants, conditions, or reservations set forth herein shall constitute a material default under this MOU.

9. The MOU shall terminate upon any of the following:

(A) At the expiration of the term as provided in Paragraph 1, above;

(B) In the event of a material default as set forth in Paragraph 8, above, unless such material default is waived in writing; or

(C) Upon giving written notice intent to terminate to the other party at least six months prior to the desired termination date of this MOU.

10. Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by mail to the following:

EWS: Earl Warren Showgrounds
P.O. Box 3006
3400 Calle Real
Santa Barbara, CA 93130-3006
(805) 687-0766

DISTRICT: Santa Barbara Unified School District
720 Santa Barbara St.
Santa Barbara, CA 93101
(805) 963-4338

11. This MOU contains the entire agreement of the Parties, and supersedes any prior written or oral agreements or writings between them concerning the subject matter contained herein.

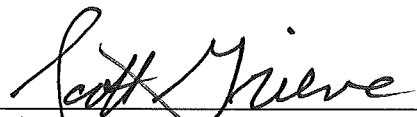
12. Nothing contained in this MOU shall be interpreted so as to create a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

13. This MOU is subject to, and expressly conditioned upon approval by the Santa Barbara Unified School District Board of Education.

WHEREFORE, the Parties have executed this MOU effective as of July 1, 2013.

Date:

7/3/13



Authorized Representative of
Earl Warren Showgrounds

Date: _____

Authorized Representative of
Santa Barbara Unified School
District