

MEMORANDUM OF UNDERSTANDING FOR FACILITIES USE

This Memorandum of Understanding ("MOU") is entered into by and between COMMUNITY ACTION COMMISSION OF SANTA BARBARA COUNTY, a California nonprofit corporation ("Owner") and the SANTA BARBARA UNIFIED SCHOOL DISTRICT, a public agency created and authorized under the Education Code of the State of California ("District"), with reference to the following facts:

RECITALS

- A. Owner is the owner of certain improved real property located at 5638 Hollister Avenue, in the City of Goleta (the "Facilities").
- B. District desires to use the Facilities, and Owner has agreed to permit use of the Facilities, to conduct classes for District students, under the terms and conditions herein stated.

NOW THEREFORE, the parties agree as follows:

- 1. The term of this MOU shall be for one year, commencing August 1, 2013, and ending July 31, 2012. The MOU may be renewed for subsequent one year periods upon mutual agreement of the parties.
- 2. During the term of the MOU, District will be entitled to use a portion of the Facilities in order to conduct classes for District students. The exact portion of the Facilities to be used shall be mutually determined and agreed upon by the parties. District will have access to restrooms and other common areas appurtenant to and reasonably necessary for District's use. District accepts the condition of the Facilities as is.
- 3. District's use will occur during normal school hours and during such other times as District may reasonably require to fulfill its function of educating those students attending classes at the Facilities.
- 4. District will be entitled to use the Facilities without payment of rent or any other remuneration. Owner acknowledges that the educational services provided by District benefit the Owner and members of the community served by the Facilities, and that these benefits constitute valuable consideration for this MOU.
- 5. Owner will provide, at its sole expense, all utilities and janitorial services at the Facilities. Owner will maintain the exterior and interior of the building in proper working condition and repair defects in heating, plumbing, electrical circuits, roofing, and appliances in a timely manner.
- 6. District will provide all equipment, furnishings, and other materials needed to conduct classes at the Facilities.

7. District will not use the Facilities for any purposes other than those stated in this MOU.

8. During the term of the MOU, District shall keep and maintain the Facilities in good order, condition and repair, and in compliance with all applicable laws. Owner shall have the right to enter into the portion of the Facilities being used by District at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Facilities. Upon conclusion of the term of this MOU, District will leave the Facilities in the same condition it found them in, reasonable and ordinary wear and tear excepted.

9. District agrees to defend, indemnify and hold harmless the Owner, its officers, employees and agents, from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorneys' fees) and causes of action of whatsoever character ("Losses") which the Owner may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with District's use of the Facilities under this MOU.

10. District shall maintain and keep in force during the term of this Lease, for the mutual benefit of Owner and District, at District's sole cost and expense, the following insurance:

(a) Property Insurance insuring against loss of or damage to all improvements, fixtures and equipment on the Facilities resulting from fire, lightning, vandalism, malicious mischief and those risks ordinarily insured by special form property coverage. Such property insurance shall be in an amount equal to the full replacement cost of said improvements, fixtures and equipment, including all required code upgrades.

(b) Comprehensive General Liability Insurance with limits of not less than \$2,000,000 in any combination of primary or excess coverage for each occurrence combined single limit for bodily injury and property damage. Coverage thereunder shall include endorsements for contractual liability, personal injury, owners' and contractors' protection, and fire legal liability.

(c) Automobile Liability Insurance with limits of not less than \$2,000,000 in any combination of primary or excess coverage each occurrence combined single limit for bodily injury and property damage for all vehicles owned or operated by District.

(d) Workers' Compensation Insurance in compliance with statutory limits.

10.1 All insurance provided for in this section shall be enacted under valid and enforceable policies in form and substance satisfactory to Owner issued by insurers satisfactory to Owner and authorized to do business in the State of California. Such

insurance shall apply as primary and not in excess of or contributing with any insurance that Owner may carry. The policies required shall name Owner, its officers, employees and agents as additional insured. District's policies had been issued to each. District's insurance, as required by this MOU, shall not be subject to cancellation or material reduction without at least thirty (30) days prior written notice to the Owner. District shall furnish to Owner a Certificate of Insurance evidencing that the above requirements have been met on or before the commencement of this Lease and upon the renewal of each policy. District may substitute self-insurance for any or all of the above-stated required commercial insurance requirements subject to the approval by the Owner.

10.2 District hereby expressly waives on behalf of its insurers hereunder any right of subrogation against Owner by reason of any claim, liability, loss or expense arising under this agreement. This provision applies regardless of whether or not the District obtains a waiver of subrogation endorsement from its insurer.

11. The procuring of insurance shall not be construed to limit District's liability hereunder or to fulfill the indemnification provisions and requirements of this MOU. Notwithstanding any policies of insurance, District shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this MOU or with use or occupancy of the Facilities.

12. District shall not assign this MOU or any right to use the Facilities without Owner's prior written consent.

13. . No waiver of any default under this MOU shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this MOU shall constitute a waiver, abandonment, or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege or option hereunder. No waiver of any provision hereof shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by District or Owner, as the case may be.

14. If any provision of this MOU is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

15. This MOU constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of August 1, 2013.

[signatures on following page]

Santa Barbara Unified School District

By: _____

Title: _____

Community Action Commission of Santa Barbara County

By: Fran Forman

Fran Forman

Title: Executive Director