

Memorandum of Understanding (MOU) between
Elk Grove Adult and Community Education (EGACE), a part of
Elk Grove Unified School District (EGUSD) and
Bartholomew Associates, doing business as Elk Grove Shopping Center (EGSC)
9354, 9362 & 9390 Elk Grove-Florin Road
Elk Grove, CA 95624

PURPOSE:

The purpose of the MOU, dated upon signature of both parties to define the relationship between Elk Grove Shopping Center (EGSC), the "LESSOR," and Elk Grove Adult & Community Education (EGACE), a part of Elk Grove Unified School District EGUSD), the "LESSEE."

i. Term of Agreement

The agreement shall be effective from July 1, 2021 to June 30, 2022.

This MOU may be terminated prior to the completion date by either party with a sixty-(60) day written notice. Advance notice is necessary due to the need for planning when a program is relocated. Any program in progress must be able to reach completion before termination.

II. Rental Agreement

The LESSEE agrees to pay the LESSOR a monthly base rent.

The utility costs will include gas, electric, and water services.

The custodial services provided by Lessor will be based on mutually agreed services required.

(See attachment 2)

III. Contract extension

Representative of LESSOR and LESSEE will renegotiate terms as needed. If no change is otherwise made for an extension, prior to the end of year one, the lease will continue on a month-to-month basis at the same rate as the rent at that time.

IV. Conditions

Any increase space or modifications to the Leased Space will be negotiated between the principles.

LESSEE & LESSEE RESPONSIBILITIES:

1. Unless otherwise mutually agreed upon by EGACE and EGSC, the educational programs shall be consistent with EGACE existing policies and programs in other locations.
2. EGACE agrees to provide instructors, all instructional materials, supplies, equipment and furniture, all of which will be labeled as property of EGACE. Equipment provided by EGSC (see attachment 1) and will be labeled.

3. Custodial provided as part of Taxes, Maintenance, and Insurance cost.

LESSOR RESPONSIBILITIES

1. EGSC agrees to provide as many keys as necessary for the Lessee's space.
2. EGSC agrees to provide the following types of space: Reception area, a computer hookup and floor sink room, 3 classroom spaces, three handicapped bathrooms, and hallway space to the bathrooms.
3. EGSC agrees to provide routine maintenance for the space including, but not limited to, plumbing, electrical and HVAC concerns.
4. EGSC agrees to repair or remediate any condition necessary to maintain a safe and legally compliant environment.

INDEMNIFICATION.

To the fullest extent allowed by law, EGSC shall defend, indemnify and hold harmless EGUSD and EGACE and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act by EGSC or its partners, agents, employees, volunteers or guest arising from EGSC's duties and obligations described in this agreement or imposed by law.

To the fullest extent allowed by law EGUSD & EGACE shall defend, indemnify and hold harmless EGSC and its partners, contractors, agents, employees, volunteers and guests against any act or alleged act by EGUSD or EGACE or its elected and appointed officials, directors, officers, agents employees, volunteers, or guests arising from EGUSD & EGACE's duties and obligations described in this agreement or imposed by law.

INSURANCE/COVERAGE

EGUSD and EGSC agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (i.e. EGUSD: such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$2,000,000 per claim/occurrence, and \$4,000,000 in the aggregate.

The insurance or liability coverage provided shall include (at a minimum and as may be reasonable and appropriate given the acts and activities contemplated by this agreement) commercial general liability, premises liability, employer's liability, and completed operations coverage.

- I. **Other Insurance/Coverage:** Each Party also represent that for the period of this agreement they will also purchase and maintain (real or personal property insurance or coverage as well as any) insurance or liability coverage as required by law or regulation, including workers' compensation coverage up to the statutory limits.
- II. **Certificate:** With respect to such required coverage(s) pursuant to this agreement, each Party shall provide evidence of such coverage(s) by way of Certificate of Insurance or Certificate of Coverage.
- III. **Additional Insured Endorsement:** To the full extent of the Parties' respective indemnity obligations, no less than agreed limits of liability set forth above, the Parties' insurance or liability coverage agreements shall be also endorsed to extend "additional insured" status to all proposed indemnities, with such coverage to be provide on a "primary" basis.
- IV. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
- V. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposure.
- VI. **Injury and Illness Prevention:** Each part also represents that for the period of this agreement they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other party upon request.

Agreed to and signed by:

Shannon Hayes
Chief Financial Officer
Elk Grove Unified School District

Date

 6-9-21

Wayne A. Bartholomew
Managing Partner
Bartholomew Associates, dba
Elk Grove Shopping Center (EGSC)

Date