

**MEMORANDUM OF UNDERSTANDING
FOR USAGE OF DISTRICT FACILITIES
AND PROPERTY**

**Between Calexico Unified School District, the
Neighborhood House of Calexico, and the
Calexico Homeless Collaborative Committee.**

This Memorandum of Understanding establishes an AGREEMENT between the Calexico Unified School District, hereafter referred to as DISTRICT, and the Neighborhood House of Calexico, hereafter referred to as NHC, and the Calexico Homeless Collaborative Committee, hereafter referred to as CHCC to provide for services as defined in this AGREEMENT.

The DISTRICT, NHC, and CHCC agree to the following terms and conditions:

1.0 – PURPOSE

NHC and CHCC are in need of using district facilities to support their Winter Homeless Shelter Programs. The DISTRICT has agreed to assist NHC and CHCC to provide the required facilities, as outlined in Section 3.0 – FACILITIES, as long as the following conditions are met.

2.0 – EFFECTIVE DATE AND TERM.

This AGREEMENT is effective as of December 21, 2019 and will remain in effect through January 4, 2020, at which time it will expire unless extended under mutual agreement.

3.0 - FACILITIES

The DISTRICT has agreed to allow NHC and CHCC to use the following facility:

- CHS 9th Campus Grade Gym (formally known as the De Anza Jr. High School Gym) to establish a winter shelter for Calexico families and Homeless individuals.

The NHC and CHCC have agreed to the following DISTRICT conditions:

- Indemnify the District from any and all claims, as outlined in Section 5.0 – INDEMNIFICATION
- Provide all required custodial personnel to ensure facility, including restrooms, trash-cans, parking lots, and any other area used for the purpose of this program are cleaned on a daily basis.
- Provide any and all required materials and supplies (i.e., toilet paper, paper towels, cleaning supplies, etc.).
- Provide supervisory personnel to ensure the winter shelter program is executed successfully, and to ensure the terms and conditions of this agreement are met.
- The NHC and CHCC agree and understand that DISTRICT personnel will not be used, or made available, during the term of this agreement to ensure the facilities used are sanitized and in clean conditions, per DISTRICT standards, when students return from winter-break. NHC and CHCC agree to thoroughly clean all facilities used, replenish any custodial supplies used.
- NHC and CHCC will notify the Assistant Superintendent of Business Services when the winter shelter program has ended so that he, or his designee, inspect the facilities used and ensure they are good conditions for student usage.

4.0 – TERMINATION

This AGREEMENT may be terminated at any time by either party.

5.0 – INDEMNIFICATION

To the furthest extent permitted by California law, the NHC and CHCC shall, at its sole expense, defend, indemnify, and hold harmless the DISTRICT and its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultant’s fees and/or attorney’s fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance, or nonperformance, of the Agreement or from any activity, work, or thing done, permitted, or suffered by the NHC and/or CHCC under or in conjunction with

this Agreement, unless the claims are caused wholly by the active negligence or willful misconduct of the indemnified parties.

6.0 – ASSIGNMENT

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT.

7.0 – AMENDMENT

This AGREEMENT may only be altered, amended, or modified by written consent of all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

CALEXICO UNIFIED SCHOOL DISTRICT

Authorized Signature:

Date:

Title

Name

NEIGHBORHOOD HOUSE OF CALEXICO

Authorized Signature:

Date:

Title:

Name:

CALEXICO HOMELESS COLLABORATIVE COMMITTEE

Authorized Signature:

Date:

Title:

Name: