



Memorandum of Understanding

Between

Stoneridge Creek Retirement Community

And

Las Positas Community College

The parties to this Memorandum of Understanding (MOU) agree to their respective roles and responsibilities regarding the protection and evacuation of Stoneridge Creek residents, employees, and designated personnel from threatened areas in the event of a disaster within Pleasanton, California.

Article 1: Purpose and Scope

In the event of a disaster occurring, caused by an earthquake or other geologically hazardous event, posing a threat to residents, employees, and pre-designated personnel in the Stoneridge Creek Community; Stoneridge Creek Retirement Community requests that Las Positas Community College provide a temporary emergency staging area for Stoneridge Creeks' impacted population.

Article 2: Conditions and Arrangements

It is understood that:

1. Stoneridge Creek will provide transportation to evacuate residents, employees, and other Stoneridge Creek personnel to a safe emergency staging area.

2. Contingent upon the availability Las Positas Community College will provide safe emergency staging area to Stoneridge Creek retirement community residents, employees, and designated personnel: such support; Stoneridge Creek will be responsible to supervise all Stoneridge Creek retirement community residents, employees, and designated personnel while on the Las Positas College Campus located at 3000 Campus Hill Drive, Livermore, Ca. 94551
3. Stoneridge Creek Retirement Community will also provide sufficient information and guidance to Las Positas regarding its standard operating procedures for emergencies. Stoneridge Creek Staff will assume full responsibility for the safe transport, essential supplies, supervision, and welfare of its residents, employees, and designated personnel.
4. In addition, Stoneridge Creek Retirement Community will communicate all applicable elements of this agreement to residents, employees, and community to publicize and enhance disaster response planning efforts.

Article 3: Future cooperation

1. Stoneridge Creek Retirement Community agrees to fully reimburse Las Positas Community College for the actual cost of all emergency services provided.
2. To the fullest extent permitted by applicable law, Stoneridge Creek Retirement Community shall indemnify, defend, and hold harmless Las Positas Community College against any and all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with performance of this agreement.

Article 4: Duration

1. The Executive Director of Stoneridge Creek and the Vice Chancellor, Business Services of Chabot Las Positas Community College District may cancel this agreement with 30 days advance written notice; otherwise, it will remain in effect for an ongoing basis.
2. The present MOU elucidates the general conditions and arrangements for future cooperation between Stoneridge Creek Retirement Community and Las Positas Community College. It is not legally binding on the parties. The exact terms and conditions of this future cooperation will be negotiated in due course and laid down in a contract, should circumstances permit.

Signature:

Signature:

For and on behalf

Of:

For and on behalf

Of:

Date:

Date: