

MEMORANDUM OF UNDERSTANDING

Eden Housing Resident Services, Incorporated; Eden Housing Management, Incorporated; and Chabot-Las Positas Community College District - Las Positas College, Veterans First Program

This Memorandum of Understanding (the "MOU") summarizes the principal terms of the agreement. It is made and entered into as of this 20 day of September, 2017 (the "Effective Date"), by and among Eden Housing Resident Services, Incorporated ("EHRSI"), a California nonprofit public benefit corporation, Eden Housing Management Incorporated ("EHMI"), a California nonprofit public benefit corporation, and Chabot-Las Positas Community College District – Las Positas College, Veterans First Program (the "Community Partner"), a California Community College, (the "Parties") with reference to the following recitals of fact.

Part I: Recitals

A. WHEREAS, EHRSI oversees service coordination for the residents at an affordable housing development commonly known as Valor Crossings (the "Property"), located at 7500 Saint Patrick Way, Dublin, California 94568; and

B. WHEREAS, EHMI provides property management for the Property;

C. WHEREAS, the mission of the Community Partner is to provide assistance with education benefits programs, as well as resources and referrals for services to those who have served, or are currently serving, in the armed forces, as well as dependents and spouses of Veterans; and

D. WHEREAS, the Community Partner desires to provide these services for those Residents of the Property who have served, or are serving in the armed forces, as well as their dependents and spouses.

Part II: Responsibilities of Each Party

EHRSI Responsibilities

1. EHRSI will provide primary contact information for the onsite Resident Services Coordinator.
2. EHRSI will assist as necessary with communication and coordination with EHMI to ensure services are provided in accordance with this MOU.

EHMI Responsibilities

1. EHMI will provide a designated work space, equipped with a desk/table and chairs, for the Community Partner to provide one on one advising services to the Residents of the Property.
2. EHMI will provide the Community Partner with access to and use of designated work space, common areas, and restroom(s) for 4-6 hours per week, on a mutually agreed upon schedule.
3. EHMI will provide the Community Partner with a designated visible space, located in the first floor common area, to post fliers and information about events and services.
4. EHMI will be responsible for providing clean facilities for the Community Partner to use during the agreed to times.
5. EHMI will provide the Community Partner with necessary keys or access codes for entry into the main entry way, work space, community room, and restroom(s), as needed.
6. EHMI will provide access to tables and chairs to be used for the Community Partner's group workshops.
7. EHMI will provide primary contact information for the property management point of contact at the Property.
8. The primary EHMI contact for building, clean up problems, facility care and damage, and storage concerns to be determined. The primary contact for EHMI will be responsible for oversight of the kitchen space, maintenance needs, supplies and storage issues.

Community Partner Responsibilities

1. Community Partner will provide, free of charge, the following services to the Residents of the Property identified in Part I of the MOU:
 - a. One-on-one academic and career advising services (e.g., Veterans Affairs educational benefits, higher education options, and how to apply to colleges).
 - b. Peer-to-peer mentoring and connection to the Las Positas College Student Veterans Organization.
 - c. Information on key academic programs and career pathways for Veterans.

- d. Group workshops on topics including, but not limited to, Veterans scholarships, how to apply to college, and financial aid.
 - e. Referrals and connections to Veterans resources and organizations in the San Francisco Bay Area.
 - f. Outreach and information on Las Positas College events and programs, both for Veterans and non-Veterans.
2. Community Partner will provide all materials necessary to implement their program.
 3. Community Partner will be responsible for providing information and guidance to their staff and guests as to appropriate boundaries and usage of the Property, which is limited to the designated work space, common areas, restroom facilities and the indoor and outdoor passages that connect these areas. All other areas are to be considered off limits to sponsored activities by Community Partner.
 4. Community Partner will be responsible for seeing that the designated work space is left in the same state of cleanliness in which they began at the conclusion of each use.
 5. Community Partner will provide EHRSI with a six month summary due by the 10th of January and July indicating the number of unduplicated residents served during the current year to date, as well as a list of group workshops offered and attendance numbers.
 6. Community Partner will be responsible for promoting the program and notifying EHMI, residents, and the community in advance of any program cancellation.
 7. Community Partner will coordinate the use of common spaces (e.g., community room, computer lab, etc.) for group workshops with the Resident Services Coordinators and Property Managers in advance to ensure availability.
 8. No alcoholic beverages or illegal drugs are to be permitted or used at the Property.

Part III: Term

1. The term of this MOU (the "Term") will commence on the Effective Date noted above and will terminate on June 30, 2018.
2. Upon expiration of the Term, as well as any annual term thereafter, the term of this MOU will automatically renew for an additional one (1) year period for up to five (5) years.

Part IV: Insurance

Commencing with the start of services and continuing until the termination of this MOU, all Parties will maintain a policy of commercial general liability insurance, which will be maintained in a policy amount of not less than \$1,000,000 combined single limit per occurrence and an aggregate amount of not less than \$2,000,000 for bodily injury, personal injury and property damage liability, with coverage to include a sexual misconduct rider. The Community Partner will name EHRSI and EHMI as additionally insured.

Part V: Conditions and Terms of Amendment, Assignment and Termination

AMENDMENT: Either party may request changes to this MOU. Any amendments to this MOU, which are mutually agreed upon by and among the Parties to this MOU, shall be incorporated in writing and effective when executed and signed by all Parties to this MOU.

ASSIGNMENT: Neither party shall assign or transfer any rights or obligations under this MOU without the prior written consent of the other party.

TERMINATION: Either EHRSI, EHMI, or Community Partner may terminate this Agreement at any time, with or without cause.

PART VI: Exculpation and Indemnity

1. EHRSI/EHMI will not be liable to Community Partner for any damage to Community Partner or Community Partner's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of EHRSI/EHMI's agents, contractors, employees or invitees (but expressly excluding tenants of the Property and their respective invitees). Except as specified in the preceding sentence, Community Partner waives all claims against EHRSI/EHMI for damages to personal property arising for any reason.
2. Community Partner will indemnify, defend with counsel acceptable to EHRSI/EHMI, protect and hold EHRSI/EHMI harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from Community Partner's use or occupancy of the Property and/or the Property, or from the conduct of Community Partner's business, or from any activity, work or things done, permitted or suffered by Community Partner in, on or about the Property or elsewhere, and will further indemnify, defend, protect and hold harmless EHRSI/EHMI from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of Community Partner to be performed under the terms of this MOU, or arising from

any negligence of Community Partner, or any of Community Partner's agents, contractors, employees or invitees.

3. EHRSI/EHMI will indemnify, defend with counsel acceptable to Community Partner, protect and hold Community Partner harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of EHRSI/EHMI to be performed under the terms of this MOU, or arising from any negligence of EHRSI/EHMI, or any of EHRSI/EHMI's agents, contractors, employees or invitees.

Part VI: Notices

Any notice or communication that either Party desires or is required to give to the other Party under this MOU will be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either Party desires or is required to give to the other party will be delivered to the following addresses:

EHRSI:

Eden Housing Resident Services, Incorporated
22645 Grand Street
Hayward, CA 94541
Attention: Leigh Ann Brenneke
Associate Director of Community Partnerships
Telephone: 510.247.8178
Fax: 510.582.6523
E-mail: LeighAnn.Brenneke@edenhousing.org

Community Partner:

Las Positas College, Veterans First Program
3000 Campus Hill Drive
Livermore, CA 94551
Attention: Roanna Bennie
Las Positas College, Interim President
Telephone: 925.424.1001
E-mail: rbennie@laspositascollege.edu

