

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND THE CITY OF HAYWARD
FOR EMERGENCY FOOD DISTRIBUTION SITE USE AND OPERATIONS**

This Memorandum of Understanding (“Agreement”) is entered into as of August 1, 2020, by and between the Chabot-Las Positas Community College District (District) and the City of Hayward (City) for the site use and operation of emergency food distribution activities on the Chabot College (College) campus.

1. Recitals:

a. On March 11, 2020, the City Manager declared a Local Emergency in the City of Hayward, which was affirmed by Resolution of the Hayward City Council on March 17, 2020.

b. Since April 30, 2020, the City and the College and City have partnered with the Hayward Area Reaction District (HARD) and Alameda County Community Food Bank (ACCFB) to host a weekly Drive-thru/No Contact Food Distribution site to support community members during the Covid-19 pandemic and resulting economic contraction.

c. The College and City recognize the mutual benefit of continuing the food distribution while the pandemic continues to impact the community and the City’s Emergency Operations Center continues to be activated.

d. Beginning August 6, 2020, the City needed to secure a new food distribution site. At this time, the College agreed to allow certain areas its campus to be temporarily used for a pilot food distribution effort.

e. The District has agreed to continue to partner with the City to operate the food distribution and certain areas on the College campus to be used once a week for this purpose. The agreed-upon consideration and other terms and conditions of use are set forth in this Agreement. As part of the partnership, City and District employees will work together to set-up, sort food products, distribute food to vehicles, and clean-up the Chabot College site after each weekly distribution.

2. Effective Date and Term: This Agreement will terminate when the City’s Emergency Operations Center deactivates on June 30, 2021, whichever occurs sooner.

3. Chabot College Location: Food distribution will occur in Student Parking Lot J. See attached map as Exhibit A.

4. The City is Responsible for the Following at No Cost to the District:

a. Administrative Support – The City of Hayward will provide administrative support including recruitment and management of staff/volunteers.

b. Advertisement of Distribution – The City of Hayward will provide promotional materials for each distribution. They will also promote each distribution on all their communication platforms

c. Personal Protective Equipment (PPE) – The City of Hayward will provide PPE for all staff and volunteers on site to ensure a safe environment and to try to prevent the transmission of COVID19.

d. Traffic Control – The City of Hayward will provide traffic control devices including but not limited to: Traffic Cones, Directional Signs, and devices to ensure the safety of staff and volunteers during distributions.

5. The District is Responsible for the Following at No Cost to the City:

a. Administrative Support – Chabot College will act as liaison to the Alameda County Community Food Bank. This will include ordering all food prior to each distribution.

b. Distribution Location – Chabot College will provide a location to host the No Contact Food Distribution.

c. Security & Traffic Control – Chabot College will provide security staff to provide traffic control and to ensure public safety during all No Contact Food Distributions.

d. Storage & Maintenance – Chabot College will provide storage for equipment and materials used for all No Contact Food Distributions. The Chabot will also maintain and ensure the distribution site is clear and accessible to the public.

6. Audio/Visual Equipment: To ensure quality and a successful event and to reduce potential technical issues, if equipment (such as microphones, sound boards, monitors, etc.) will be used during the client's event, clients may be required to rent Chabot equipment unless prior approval for external usage has been given. Payments for all rentals are due upon receipt of invoice (unless other arrangements are made with the Administrative Services Office) or the event will be cancelled.

7. Site Modifications: No structures, electrical modifications, facility modifications, or mechanical apparatus may be erected or installed by the City on District property without specific written approval by the District's Director of Maintenance & Operations.

8. Campus Safety: City employees will contact Campus Safety upon arrival and departure to allow Campus Safety to secure the facility. Campus Safety can be reached at (510) 723-6923 or in Building 200.

9. Liability: Both parties agree to carry, maintain for the duration of the agreement, and provide proof thereof General Liability Insurance in the amount of one million dollars (\$1,000,000.00).

For any claims related to the tasks described in Section 5, the District's insurance coverage shall be the primary insurance. For all other claims arising from the use of the facility and the food distribution activities outlined in this agreement, the City's insurance coverage shall be primary insurance.

In the event that either party's coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, that party shall provide written notice

to the other at the earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

10. Indemnification: Each agency participating in this agreement agrees to indemnify, defend, and hold its officers, employees, agents, and volunteers harmless from and against any and all liability (including attorneys' fees), claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts of the agencies, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the agencies, its officers, employees, agents, or volunteers.

It is understood that indemnification and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve the from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

11. Smoking/Alcohol: No alcoholic beverages, intoxicants, controlled substances, or tobacco in any form shall be brought onto the property of the College. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.

12. Cancellation: The District reserves the right to cancel the facility use for Chabot College instructional needs at any point. The District will give the City two week's notice before cancelation to allow the City to make alternative site arrangements.

13. Parking: City employees and volunteers will be allowed to park for free at designated locations while the food distribution operation is occurring. During other times, all visitors are required to have a parking permit for each vehicle on campus with the exception of Sundays. One-day parking permits are available for \$2.00 at the kiosks located in the parking lots.

14. Notices: Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To the District: Ronald P. Gerhard, Chancellor
7600 Dubin Blvd., 3rd Floor
Dublin, CA 94568
(925) 485-5201

To the City: Kelly McAdoo, City Manager
777 B Street, 4th Floor
Hayward, CA 94541-5007
510-583-4300

Each party shall provide the other party with written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

15. General Provisions

a. Amendments: This agreement may be modified or amended only by a written document executed by both parties. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

b. No Third-party Rights: The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

c. Severability: Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

d. Compliance with Laws: In the performance of this agreement, both parties shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

e. Time is of the Essence. Both parties agree to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

g. Whole Agreement. This agreement has five pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

h. Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of City's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the District and City have executed this agreement.

DISTRICT

Dated: _____

By _____

Its Chancellor

CITY OF HAYWARD

Dated: _____

By _____

Its City Manager

Attest: _____
City Clerk

Approved as to form and procedure:

City Attorney

Attachments:

Exhibit A Site Map