

**JOINT USE/OPERATING AGREEMENT  
FOR FRANKLIN ELEMENTARY SCHOOL BETWEEN  
THE ALAMEDA UNIFIED SCHOOL DISTRICT AND  
GIRLS INC. OF THE ISLAND CITY**

This Joint Use/Operating Agreement ("Agreement") is entered into between the Alameda Unified School District, ("District") and Girls Inc. of the Island City ("AIK") collectively, the "Parties" effective January 15, 2021.

**RECITALS**

- A. The District is a Unified School District organized under the Constitution and laws of the State of California and the California Education Code. AIK is a non-profit organized under the laws of the State of California.
- B. The District and the AIK desire to enter into an agreement from January 19, 2021 until April 9, 2021 providing for the joint use and operation, by the District and AIK, of room 16 at Franklin Elementary School.

**THEREFORE, DISTRICT AND AIK AGREE AS FOLLOWS:**

**SECTION 1: PURPOSES AND OBJECTIVES OF AGREEMENT**

This Agreement furthers the best interests of the students of the District and AIK, for their health, safety, and welfare, and is in accordance with the public purposes and provisions of applicable federal, state and local law. An additional purpose of this Agreement is to ensure a cooperative effort between AIK and District to enable each entity to provide for public use and benefit in the most cost-effective manner.

**SECTION 2: TERM**

Subject to provisions set forth elsewhere in this Agreement regarding termination, the term ("Term") of this Agreement shall commence as of January 19, 2021 and shall remain in effect through April 9, 2021 unless terminated earlier by the parties as described below. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

### **SECTION 3: OPERATING COSTS**

AIK will pay the District an estimated \$2,500 for the term of this agreement for the rental of the facility. The District will pay AIK an estimated \$64,105 for 15 students (as identified by the District) to utilize the full AIK program for the full term at Franklin Elementary School.

### **SECTION 4: MAINTENANCE, REPAIRS AND REPLACEMENT**

Custodial services including disinfecting in adherence to CDE and CDC guidelines will be provided daily by the District; maintenance of associated equipment; preventive maintenance; maintenance of any theft or vandalism; repair and replacement of lights and any other necessary items will remain the responsibility of the District.

### **SECTION 5: MATERIALS AND EQUIPMENT**

#### **Personal Protective Equipment**

The District will provide the following equipment to AIK for the life of this agreement:

- Hand sanitizer in touchless dispensers (maintained by District)
- Face coverings for students who forget to bring one
- Thermometers
- Disinfectant in a spray bottle/disinfecting wipes

While the District provides these materials, AIK is responsible to use the equipment properly and as necessary in adherence to city, state or federal guidelines. All equipment provided will remain the property of the District.

#### **Wifi**

The AIK program shall have access to District wireless internet services at the Facility.

## **SECTION 6: TERMINATION**

### **Force Majeure**

Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.

### **Termination for Cause**

District may terminate this Agreement immediately for cause. Cause shall include, without limitation, material violation of this Agreement by AIK or any act by AIK exposing the District to liability to others for personal injury or property damage. These provisions are in addition to and not a limitation of any other rights or remedies available to the District.

## **SECTION 7: INDEMNITY AND INSURANCE**

### **Indemnity**

7.1 AIK shall indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this Agreement as a result of AIK's negligence or willful misconduct; unless due in whole or in part, directly or indirectly, from the negligence or willful misconduct of District, its employees or agents. This indemnification shall not apply in those instances where District had actual knowledge and failed to inform AIK of an actual hazardous condition of the premises.

7.2 District shall indemnify, reimburse, hold harmless, and defend AIK, its officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this Agreement as a result of District's negligence or willful misconduct; unless due in whole or in part, directly or indirectly, from the negligence or willful



misconduct of AIK, its employees or agents. This indemnification shall not apply in those instances where AIK had actual knowledge and failed to inform District of an actual hazardous condition of the premises.

7.3 AIK shall ensure that District is named as an additional insured and indemnitee prior to issuing a use permit or otherwise permitting use of the Facilities.

### **AIK Insurance Responsibilities**

7.4 Liability Insurance. AIK shall, during the term of this Agreement, maintain in force, a combined, single-limit commercial general liability insurance policy in the amount of not less than two million dollars (\$2,000,000) with District, its employees and agents, at AIK's expense, named as additional insureds under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of such insurance. AIK shall upon request provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon request of District during the term of this Agreement and prior to expiration of any such policy.

## **SECTION 8: OTHER PROVISIONS**

### **Notices to District**

8.1 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to District by AIK shall be in writing and shall be deemed duly served and given when personally delivered to District, to any managing employee of District, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to District at:

Alameda Unified School District  
Office of the Chief Business Officer  
2060 Challenger Drive  
Alameda, CA 94501

### **Notices to AIK**

8.2 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law

to be served on or given to AIK by District shall be in writing and shall be deemed duly served and given when personally delivered to AIK, any managing employee of AIK, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to AIK at:

Christine Chilcott, CEO  
1724 Santa Clara Ave  
Alameda, CA 94501

### **Compliance with All Applicable Laws & Regulations**

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8.3 The parties shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the District and/or AIK which affect this Agreement, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Parties shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued.

### **Binding on Successors and Assigns**

8.4 This Agreement shall be binding on and shall inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto.

### **Partial Invalidity**

8.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

### **Permits and Licenses**

8.6 AIK, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the operation of its program.

**IN WITNESS WHEREOF**, DISTRICT and AIK have executed this Agreement as of the date written on the first paragraph of this Agreement.

**Alameda Unified School District**

  
Shariq Khan (Jan 25, 2021 10:35 PST)

Shariq Khan  
CBO

**Girls Inc. of the Island City**

  
Christine Chilcott (Jan 25, 2021 09:23 PST)

Christine Chilcott  
CEO