MEMORANDUM OF UNDERSTANDING BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND CITY OF SAN LEANDRO REGARDING CONSTRUCTION OF FARRELLY POOL

This Memorandum of Understanding ("MOU") dated _____, 2019 ("Effective Date") is entered into by and between the San Leandro Unified School District ("District") and the City of San Leandro ("City") (collectively "Parties").

RECITALS

WHEREAS, since March 17, 1975 the Farrelly Pool Complex located at Roosevelt Elementary School in San Leandro ("Pool") and owned by District has been subject to a cost sharing agreement ("Agreement") between the District and the City; and

WHEREAS, the Parties are in the process of finalizing a master agreement for the use of certain District properties which will include the Pool ("Master Agreement"); and

WHEREAS, under the terms of the Master Agreement, the City has agreed to be responsible for the maintenance of the Pool; and

WHEREAS, the City is planning to renovate the Pool and perform various improvements to the Pool which will take place in the 2019-2020 time frame ("Project").

NOW THEREFORE, the Parties hereby agree as follows:

1. For this MOU, and Project only, the City shall be solely responsible for all Project costs.
2. The Project will not be subject to any of the public school construction requirements set forth in California Education Code sections 17070.10 *et. seq*.
3. For this MOU, and Project only, to the furthest extent permitted by California law, the City shall defend, indemnify, and hold harmless the District, its agents, representatives and officers (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, attorneys' fees and costs, directly or indirectly arising from personal or bodily injury, death, property damage, or otherwise arising out of, connected with, or resulting from the construction of the Project unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.
4. For this MOU, and Project only, the City agrees that it will require that the general contractor for the Project procure and maintain at all times it performs any portion of the Project comprehensive general liability insurance and automobile liability insurance that shall protect the District from all claims of bodily injury and property damage performing any portion of the services provided by the general contractor. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
5. The term of this MOU shall automatically terminate upon the date the City accepts the Project.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding, effective as of the date first written above.

THE CITY OF SAN LEANDRO	**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Michael McLaughlin	Jeff Kay
Superintendent	City Manager

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