

**FACILITIES USE AGREEMENT
BETWEEN
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
AND
County of Monterey, on behalf of its Health Department**

This Facilities Use Agreement (“Agreement”) is made and entered into this upon execution (“Effective Date”), by and between Monterey Peninsula Unified School District, a public school district of the State of California (“District”), and County of Monterey (“Licensee”). The District and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. **WHEREAS**, pursuant to Education Code section 35160, the governing board of any school district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established; and
- B. **WHEREAS**, the District is the owner of certain real property located at 1295 La Salle Ave, Seaside, CA 93955 known as the Monterey Adult School; and
- C. **WHEREAS**, Licensee desires to use a portion of the School Site identified as Multi-Purpose Room for Woman Infants and Children ("WIC") Satellite Office to provide WIC Classes and Services; and
- D. **WHEREAS**, the District is willing to allow Licensee temporary use of the Multi-purpose room, employee restrooms, public restrooms for participant access and parking; and
- E. **WHEREAS**, the Parties hereto agree that it is to their mutual benefit, WIC provides services for eligible women, infants and children to the age of 5. WIC provides nutrition education, breastfeeding support, referrals, and resources to eligible families. Families receive healthy food benefits provided monthly. For more information: Contact the County of Monterey WIC program. The Parties to enter into an agreement providing for Licensee to use the Premises for the purposes set forth above, under the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, including the Recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

- 1. Grant of License. In consideration of the License Fee and other terms of this Agreement, District hereby grants to Licensee a revocable license (“License”) to use the Premises for the sole purpose of [operating the Program] between the hours of 8:00 a.m. to 5:00 p.m., Monday and Thursday, including all District teacher workdays and excluding all major holidays. The rights

granted to and the obligations imposed on Licensee herein shall extend to Licensee's officers, agents, employees, volunteers, invitees, and independent contractors ("Licensee Parties"). Additionally, Licensee and the Licensee Parties have a reasonable right of ingress and egress across the School Site to the Premises as necessary for its operation of the Program. The District may designate access routes to and from the Premises for use by Licensee and the Licensee Parties.

2. License Fee. Commencing on the Commencement Date, as defined below, Licensee agrees to pay, and District agrees to accept as a license fee for the use of the Premises, the amount of four thousand three hundred and twenty dollars (\$4,320) per year ("License Fee"), which shall be paid by Licensee in monthly installments of three hundred and sixty dollars (\$360.00) per month, due on the first day of each month throughout the term of the License. Failure to pay the License Fee by the tenth day of any month shall constitute a material breach of this Agreement and may result in termination of this Agreement by the District pursuant to Section 4 herein. The License Fee is payable by Licensee without offset.

3. Term of Agreement. The term of this Agreement ("Term") shall be for three years commencing upon execution ("Commencement Date") unless such Term is earlier terminated as provided in this Agreement. The License granted under this Agreement shall be deemed automatically revoked upon the expiration or earlier termination of this Agreement.

4. Termination.

(a) Termination for Cause. This Agreement may be terminated by either Party at any time for cause. "Cause" shall consist of a breach of any material provision of this Agreement, and the failure of the breaching Party to cure the breach within fifteen (15) days of being notified of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the expiration of the fifteen (15) day cure period unless such cure is completed to the reasonable satisfaction of the non-breaching Party. If District terminates this Agreement for Cause, then District may bring an action to recover from Licensee any amount necessary to compensate District for all detriment caused by Licensee's failure to perform its obligations under this License. In the event of termination by District for Cause, District shall be entitled to retain any amount of the License Fee paid pursuant to Section 2 hereof.

(b) Termination in the Event of an Emergency Order. In the event of an order from federal, state, or local authorities requiring the closure of the District's school sites, the District may cease Program operations as necessary to comply with such order(s) and may terminate this Agreement by providing seven (7) days' written notice to Licensee.

(c) Termination for Convenience. Either Party may, by thirty (30) days' written notice to the other Party, terminate this Agreement for convenience.

(e) No later than the effective date of the expiration or earlier termination of this Agreement, the License shall terminate, and Licensee shall cease to access and use the Premises and the affected portions of the School Site, and Licensee and the Licensee Parties shall

immediately vacate the School Site. Licensee shall leave the Premises, including all fixtures and improvements installed thereon, in a clean condition, ordinary wear and tear excepted. Licensee shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the School Site as set forth herein.

(f) The remedies given to District in this Section or elsewhere in this Agreement shall not be exclusive but shall be in addition to all remedies now or hereafter available at law or in equity.

5. Liens and Claims. Licensee shall promptly pay in full all costs associated with Licensee's use of the Premises, and any equipment, furnishings, furniture, trade fixtures or other items for the Premises or Program that Licensee shall cause to be delivered to the Premises and shall timely pay in full all persons who perform labor for Licensee's use of the Premises and/or the Program. If any mechanics or materialmen's liens or any other liens or claims for any work done or items furnished at Licensee's request are filed against the Premises, the Program, or the School Site, Licensee shall promptly remove the liens and claims at Licensee's own expense. If Licensee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Licensee shall pay that judgment. Should Licensee fail, neglect, or refuse to remove any such liens or claims or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any actions brought on the liens or claims and to pay any judgment entered on the liens or claims, and Licensee shall be liable to District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefor. District may record, post, and maintain upon the facilities a notice of non-responsibility. Licensee shall not encumber by any security instrument, all or a part of Licensee's interest under this License or Agreement without the prior written consent of District, and upon such terms and conditions as District may require.

6. Premises Provided in "As Is" Condition. The Premises are provided to Licensee in an "as is" basis. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. By using and occupying the Premises pursuant to this Agreement, Licensee accepts the Premises in "as is" condition. Licensee acknowledges that neither the District nor District's agents have made any representation or warranty as to the suitability of the Premises to the operation of Licensee's Program. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either District or Licensee, and District and Licensee expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

District shall have no responsibility for Licensee's maintenance of applicable health measures or standards at the Premises as described in Sections 7 and 8, below, including but not limited to compliance with Federal, State, and local orders or mandates enacted in relation to COVID-19 or other communicable diseases, with which Licensee shall fully comply at its sole cost and expense. Licensee shall have sole responsibility to provide equipment or services, including personal protective equipment ("PPE") or protective barriers, that are required by any such orders or mandates.

7. Limitations on Use; Compliance with Law.

(a) The Premises shall be used only for the purpose of operating and maintaining the Program. No other uses shall be permitted without the prior written consent of the District. Licensee shall be solely responsible for the cost of designing and carrying out the Program and paying for its total cost.

(b) Licensee shall comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies and requirements regarding use of the Premises, as presently enacted or hereafter amended or issued (“Law”). As used herein, the term “Law” shall include all federal, state, and local requirements.

(c) Licensee shall operate the Program and maintain the Premises in a manner that meets all applicable rules and regulations relating to the operation of Special Supplemental Nutrition Program for Women, Infants and Children and such programming as will be provided by Licensee.

(d) Licensee shall not use, permit, or allow School Site or Premises to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law.

(e) Licensee will not permit the possession or consumption of alcohol or the use of tobacco products by its employees, volunteers, licensees, or invitees at the School Site or in the Premises.

(f) All materials, equipment, and supplies provided or used by Licensee at or on the School Site or Premises shall fully conform to all applicable Law. Licensee shall not be permitted to store any supplies or equipment containing Hazardous Substances (as that term is defined herein) on the School Site or Premises.

(g) Parking of cars by Licensee employees, agents, licensees and invitees shall be confined to designated parking areas.

(h) Licensee shall provide appropriate supervision, including on-site monitoring and supervision, to all Licensee staff, students, Program participants, guests, and invitees at all times while using or occupying the Premises.

(i) Licensee shall maintain the confidentiality of private information regarding the District personnel, staff, and students that Licensee learns as a result of the Program.

8. Health and Safety Mandates.

(a) Licensee shall comply with all applicable federal, state, local, and District laws, regulations, ordinances, policies, procedures, state executive orders and public health orders regarding student health and safety.

(b) Licensee hereby agrees that all staff members, including volunteers, are familiar with and agree to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. Licensee must develop and/or maintain a written child abuse reporting procedure.

(c) Licensee assures the District that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

(d) Licensee shall implement, to the extent feasible, social distancing measures and guidelines in adherence with the most current language being disseminated by state and local public health officials for prevention of the spread of COVID-19 or other communicable diseases. Licensee shall maintain awareness of updated protocols, and shall clearly communicate updated guidelines to Licensee's personnel as soon as practicable.

(e) Licensee will provide its staff with information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 or other communicable diseases, and will ensure that the Premises have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

9. Licensure & Permitting. Licensee represents and warrants to District that it is duly licensed and qualified to operate the Program and provide the programming and services it will provide at the Premises. Licensee agrees that it has obtained, and that it will maintain, any necessary permits, approvals, and licenses for the operation and maintenance of the Program. District agrees to reasonably cooperate with Licensee in obtaining or maintaining any such permits, approvals, or licenses and will execute any applications, certificates, or other documents required in connection therewith at no cost to the District. Prior to execution of this Agreement, Licensee shall provide the District with copies of all current licenses and any notices of licensure violations.

10. Fingerprinting and Criminal Background Investigations. Licensee shall ensure that its employees, volunteers, contractors, and subcontractors who may come into contact with minor children at the Program comply with all applicable State licensing laws related to fingerprinting and criminal background investigation requirements. Upon execution of this Agreement, Licensee shall provide the District with a list of all employees, volunteers, contractors and subcontractors providing services at the Premises, including each such person's address, telephone number, and email address, and verification that such person has undergone and complies with the fingerprinting and criminal background check requirements described above. Licensee shall provide verification of compliance with fingerprinting and criminal background

requirements to the District upon the hiring or engagement of any new employee, volunteer, contractor, or subcontractor for the Premises prior to permitting the individual any contact with minors.

11. Protecting the Confidentiality of Student Information.

(a) For purposes of this Section, “Confidential Student Information” shall mean and include any Pupil Records, as defined by Education Code section 49073.1, personally identifiable information and materials related to any student, and any other information protected by law, including without limitation the California Education Code, the Protection of Pupil Rights Amendment (PPRA), Children’s Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA). Licensee acknowledges that any Confidential Student Information obtained by Licensee is confidential under Federal and State laws, and shall be used only as expressly permitted by this Agreement and applicable law. Licensee shall maintain the confidentiality of any Confidential Student Information and shall:

(i) Not use or further disclose Confidential Student Information except as permitted by this Agreement and applicable law;

(ii) Use appropriate safeguards to prevent the use or disclosure of Confidential Student Information;

(iii) Report to the District any use or disclosure of Confidential Student Information of which Licensee becomes aware that would violate the terms of this Agreement; and

(iv) Ensure that Licensee personnel, and any other agents, officers, or employees to whom it delegates any function, service, or activity performed under this Agreement, and to whom it discloses Confidential Student Information received from, or created or received by Licensee, agree to the restrictions and conditions provided in this Section with respect to any Confidential Student Information.

12. Right of Entry. At no time shall Licensee have sole or exclusive access to or use of the Premises, and District and its officers, agents, and employees shall have the right to enter the Premises, at reasonable times for the purpose of inspecting the same and making such alterations, repairs or improvements to the Premises as the District may deem necessary or desirable. Except in cases of emergency, District shall provide Licensee with notice at least one (1) business day in advance of any District entry. A set of keys shall be made available to District at the commencement of the Term and subsequently when any locks are changed during the Term.

13. Maintenance and Repairs; Custodial Obligations. During Licensee’s use of the Premises, at its sole cost and expense, Licensee shall be responsible for maintaining the Premises in a safe, clean, and hygienic condition at all times which shall include, at a minimum: keeping all floors

and walkways swept and clear of debris, ensuring that all rubbish is placed in trash containers and/or dumpsters at the end of each day, and storing or sealing all foodstuffs in such a manner so as to not be an attractant to mice, rats, and other vermin. Licensee shall have access to and use of the District's dumpsters and recycling containers for the disposal of trash and recyclable materials. Licensee shall pay for any repairs to the Premises and the School Site (more than ordinary wear and tear) arising from Licensee's fault or the fault of any person or entity under its explicit direction or control within thirty (30) days of receipt from District of any invoice for the costs of the repairs.

If District determines, in its discretion, that Licensee has failed to maintain the Premises in a safe, clean, and hygienic condition, or make repairs required by this Section, the District will notify Licensee in writing of such failure, and shall include in such notice an itemized list of the deficiencies and the required manner and timeline for correcting each item. In the event that Licensee fails to correct the items listed by the District within the specified timeline, or another timeline, as mutually-agreed upon between the Parties, the District may make the corrections and invoice such costs to Licensee, in accordance with the District's usual billing practices. Payment for such costs will be made by Licensee within thirty (30) days of receipt of invoice.

During the times when Licensee is authorized to use the Premises pursuant to this Agreement, Licensee may, subject to District's reasonable discretion, cause materials and equipment related to the Program to be situated in or on the Premises. Such materials and equipment shall be maintained by Licensee at its sole cost.

14. Alterations and Improvements. Licensee shall make no alterations, improvements, or modifications to the Premises without the prior written consent of the District. Unless otherwise agreed in writing by the Parties, any such alterations, improvements or modifications to the Premises shall become the sole and exclusive property of the District upon completion. For all alterations and improvements approved by the District, Licensee shall, if required by law, and prior to commencement of construction, obtain all necessary approvals from the California Office of Public School Construction and any other building authorities.

15. Signage. Licensee shall not place any signage on the School Site or Premises without prior written consent of the District. The District shall have final approval over the signage, but shall not unreasonably deny its location, design or content. Licensee shall remove the signage on termination of this Agreement, and must restore the School Site and Premises, following removal of the signage, to the condition existing prior to installation of the signage.

16. Taxes. Licensee shall be responsible for any and all possessory interest taxes that may arise out of Licensee's use of the Premises.

17. Utilities. Licensee shall pay 0% of all charges for gas, electricity, and water used or consumed on the Premises, which charges are estimated to be (\$0.00) per month. District reserves the right to invoice Licensee for any additional utility charges related to Licensee's use of the Premises. Licensee shall reimburse the District for all such utility charges within thirty (30) days after Licensee's receipt of an invoice.

18. Hazardous Substances. Licensee shall not use, maintain, or keep any Hazardous Materials, other than ordinary cleaning supplies and waste, on or in the Premises without the District's prior written approval. Licensee shall promptly give notice to the District of any Hazardous Materials dispersal or spill, or Hazardous Materials claim, of which it becomes aware. Licensee shall indemnify, defend, and hold the District harmless from any and all claims, costs, damages, penalties or liabilities arising out of Licensee's use or release of any Hazardous Materials at, in or on the Premises. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement. The term "Hazardous Materials" as used in this Agreement shall mean any products, substances, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either (a) potentially injurious to the public health, safety or welfare and environment of the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of District to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof. Notwithstanding anything contained herein to the contrary, willful or negligent breach of Licensee's obligations under this Section may, at the District's discretion, result in immediate termination of this Agreement.

19. Insurance.

(a) Coverage Required. Before the commencement of this Agreement and during the Term of this Agreement, Licensee shall obtain and maintain, at its expense, with insurance companies acceptable to District, the following insurance policies covering the Premises and the School Site:

(i) Comprehensive general liability insurance for bodily injury, personal injury, and property damage, and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) aggregate. This liability insurance shall also include coverage for professional liability for vehicles owned, non-owned, and hired for use in the Program.

(ii) If not included in the above, property insurance covering damages to all buildings and improvements installed on the Premises by Licensee, with a coverage amount equal to the replacement value of the applicable buildings and improvements installed.

(ii) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than Two Million Dollars (\$2,000,000.00) combined single limit.

(b) Insurance Provisions.

(i) The policies described in Subsection (a) above shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the

naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

(ii) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to District upon District's request. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher, unless otherwise agreed to in advance by District, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(iii) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair District's rights under this Agreement, or negate or decrease Licensee's obligations under this Agreement.

(iv) Licensee agrees that if Licensee does not take out and maintain such insurance as required by this Section, then District may (but shall not be required to) procure said insurance on Licensee's behalf and charge Licensee the premiums, together with a 10% handling charge, payable upon demand.

(c) Worker's Compensation Insurance and Employer's Liability Insurance. Licensee shall obtain worker's compensation insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than One Million Dollars (\$1,000,000.00) for all persons whom it employs or may employ in carrying out the Program under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement. Licensee shall provide a certificate(s) of insurance and endorsements reflecting the above policies on forms acceptable to District upon District's request.

20. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of District or any person or entity under its explicit direction or control, Licensee shall indemnify, defend, and hold District, its officers, agents, employees, members of its Board of Trustees and the property of District, including but not limited to the Premises and the School Site, free and harmless from any and all liability, claims, loss, damages, or expenses (including attorneys' fees and fees of any required experts or consultants) resulting from Licensee's occupation and use of the Premises and School Site, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death, illness, or injury of any person, including without limitation any student or any of the Licensee Parties, from any cause whatsoever as a direct or indirect result of operating the Program or Licensee's use and/or occupancy of the Premises or School Site while that person is in, on, or about the Premises or School Site or in any way connected with the

Premises or School Site or with any of Licensee's personal property on the Premises or School Site;

(b) The death, illness, or injury of any person, including any student or any of the Licensee parties, or by reason of the damage to or destruction of any property, including property owned by Licensee or any of the Licensee Parties, caused or allegedly caused by either (1) any condition of the Premises or School Site created by Licensee or the Licensee Parties, or (2) any act or omission on the Premises or School Site by Licensee or any person in, on or about the Premises or School Site with the permission and consent of Licensee;

(c) The damage to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of operating the Program or Licensee's use and/or occupancy of the Premises or School Site while that property is in, on or about the Premises or School Site or in any way connected with the Premises or School Site or with any of Licensee's personal property on the Premises or School Site;

(d) Any work performed on the Premises or School Site or materials furnished to the Premises or School Site at the instance or request of Licensee or any person or entity acting for or on behalf of Licensee; and

(e) Licensee's failure to perform any provision of this License or to comply with any requirement of applicable law or any requirement imposed on Licensee or the Premises by any duly authorized agency or political subdivision.

Licensee will require all Program participants and/or their parents or legal guardians to sign a waiver and release of liability, in a form approved by the District, in advance of their participation in the Program.

20. Independent Contractor Status. This Agreement is not intended to and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between Licensee and the District; neither party is an officer of the other. Each of the parties, their agents, officers, employees, and volunteers, in their performance under this Agreement, shall act in an independent capacity from each other. Licensee shall be solely responsible for the recruitment, selection, evaluation, training, and all other aspects of the employment of staff hired by Licensee to provide the Program. Licensee shall have all staff fingerprinted, and shall have background checks conducted in accordance with Law.

All Program staff shall be employees of Licensee and not be employees of the District. Licensee shall have sole responsibility for the payment of salaries, compensation, and other remuneration of staff in the performance of this Agreement, and any and all applicable federal, state, and local taxes, workers' compensation insurance, and other expenses related to staff, including, but not limited to, expenses for training and equipment.

21. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given, if in writing, and signed by the Party giving the notice,

and delivered personally, or sent by a reputable overnight courier service (with package tracking capability), or certified mail, with return receipt requested, and first-class postage prepaid, addressed as follows, and with a copy sent via email:

Monterey Peninsula Unified School District
Attn: Ryan Altemeyer, Chief Business Official
700 Pacific Street
Monterey, CA 93942
Email: raltemeyer@mpusd.k12.ca.us>

County of Monterey
Attn: Niaomi S. Hrepich
Public Health Program Manager

Email: hrepichns@countyofmonterey.gov

22. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any transfer of venue as required by law.

23. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement by providing written notice of such termination to the other Party.

24. Assignment. Licensee may not assign, sublet, or transfer any of its obligations, rights, or duties under this Agreement without the prior written consent of the District. Any such purported assignment or transfer shall be void, and shall constitute a material breach of this Agreement.

25. Amendment. Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by both the Parties and approved or ratified by the governing boards of both Parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.

27. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Copies of signature pages transmitted to either Party via email or facsimile shall be deemed equivalent to original signatures on counterparts.


28. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

29. No Property Interest Created. The License and this Agreement does not create any interest for Licensee in the Premises or the School Site or any property owned or maintained by District, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable without first obtaining District's consent, which consent may be withheld in District's sole discretion.

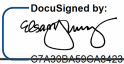
[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.


MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

By: 
Name: Ryan A Hernandez
Title: CBO
Date: - 4-10-2024

County of Monterey

By: 
Name: Elsa M. Jimenez
Title: Director of Health Services
Date: 6/7/2024 | 3:28 PM PDT

Approve as to Form

By: 
Shane Eben Strong
County Counsel

Date: 5/14/2024 | 11:35 AM PDT

Approve as to Fiscal Provisions

By: 
Patricia Ruiz
Auditor/Controller

Date: 5/15/2024 | 9:59 AM PDT