

# MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF RIALTO

THE CITY OF RIALTO 2016 NOV 29 AM 8:21

AND

RECEIVED  
CITY CLERK

NATIONAL COUNCIL OF NEGRO WOMEN BETHUNE CENTER

THIS MEMORANDUM OF UNDERSTANDING ('Agreement') is entered into as of the 8th day of November 2016 between THE CITY OF RIALTO (CITY) and National Council of Negro Women (NCNW) Bethune Center, a California community based Non-Profit Organization 501c3 # 33-016444.

## RECITALS

A. The CITY is the legal owner of the office space located 141 S. Riverside Avenue ("Office Space") located at the Rialto Resource Center;

B. The City Council of the CITY wishes to allow NCNW Bethune Center to make use of the Office Space to conduct activities, programs and events ("NCNW Bethune Center Activities") in accordance with this Agreement to provide a clearinghouse of public services for the Rialto community.

C. On November 8, 2016 the City Council of the CITY approved waiving rental fees for NCNW Bethune Center to use the Office Space at 141 S. Riverside Avenue for NCNW Bethune Center activities, finding that such activities served the valid public purpose of community resources and essential services to Rialto citizens by providing direct training, mentoring, and direction to citizens who are looking for workforce coaching and mentoring and by providing information and referral to resources in the community that will help them with job skills and contacts.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance. The CITY hereby agrees to maintain the 141 S. Riverside Avenue Office Space in good repair.
  - 1.1 NCNW Bethune Center considered the "Lead Agency" in the Rialto Resource Center with other non-profit agencies occupying office space, but while doing so in a sub-servient role to NCNW Bethune Center.
  - 1.2 NCNW Bethune Center is required to keep space provided in good repair or pay for any costs associated with damages caused by its use of 141 S. Riverside Avenue Office Space.
  - 1.3 NCNW Bethune Center shall, as soon as practical, report all damage to City facilities to the City by email to the Director of Community Services.
2. Scheduling of NCNW Bethune Center Activities.
  - a. NCNW Bethune Center shall schedule the NCNW Bethune Center Activities to be conducted at 141 S. Riverside Avenue Office Space between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, except on CITY- observed holidays or any other

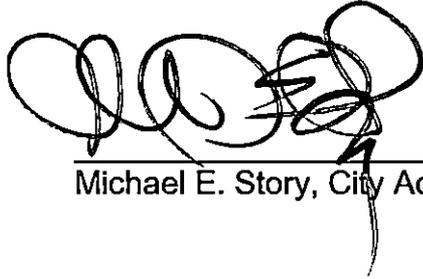
dates communicated by CITY's City Administrator or designee in writing during the term of this Agreement. Notwithstanding the foregoing, the CITY, through the City Administrator or designee, in its sole discretion, shall have the right to adjust this schedule to meet the needs of the CITY.

- b. If any client meetings, special events or services conducted by NCNW Bethune Center as part of the NCNW Bethune Center Activities fall outside the schedule described in Section 2.a above, NCNW Bethune will pay to CITY the City Council-approved fees for a local non-profit that may include staff time, administrative fees and facility rental fees.
3. Term. The term of this Agreement shall commence November 9, 2016 and terminate on November 9, 2018, unless extended by mutual written agreement duly approved by the parties.
4. Insurance. During the term of this Agreement NCNW Bethune Center shall provide CITY proof of commercial general liability insurance in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury, and personal injury and property damage.
5. Indemnification. To the full extent provided by law, NCNW Bethune Center agrees to indemnify, defend, and hold harmless the CITY, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorney's fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligent performance of the work or services of NCNW Bethune Center, its officers, agents, employees, agents, subcontractors, or invitees ("NCNW parties"), or failure of NCNW parties to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the sole negligence or willful misconduct of the CITY.
6. Termination. Either party may terminate the Agreement with or without cause upon thirty (30) days advance written notice to the other party. Should termination of this Agreement occur, the parties agree to make every effort to accommodate events which have been previously scheduled.
7. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representative to execute this Agreement as of the date first written above

**CITY:**

CITY OF RIALTO, a municipal corporation



\_\_\_\_\_:

Michael E. Story, City Administrator

**ATTEST:**



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Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

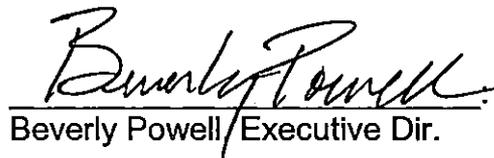


\_\_\_\_\_:

Fred Galante, City Attorney

**NCNW:**

National Council of Negro Women Bethune Center,



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Beverly Powell / Executive Dir.