

MEMORANDUM OF UNDERSTANDING  
RE: 21<sup>st</sup> CENTURY COMMUNITY LEARNING CENTERS FOR ASSETS

This memorandum of understanding ("MOU") is entered into by and between the Sacramento City Unified School District ("District"), a California public school district, and the City of Sacramento ("City"), a municipal corporation and charter city. The City and the District hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

The City and District have entered into the MOU with reference to the following facts and circumstances:

WHEREAS the District and the City have an interest in developing and implementing a high school after-school program that promotes educational and enrichment opportunities for youth ("Program"); and,

WHEREAS the District has been awarded grant funding from the 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens ("ASSETs") Program for six high schools to implement an after-school educational and enrichment program. The award letter is attached as Attachment A.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM OF MOU; TERMINATION

This MOU shall commence December 3, 2007, and shall remain in effect until June 30, 2012. The terms of this MOU will be reviewed and modified annually unless either Party gives written notice of termination to the other Party in the manner specified in Paragraph 2. Either party may terminate this MOU without cause with 60 days written notice. In the event of termination, the Parties will cooperate to minimize disruption to existing or continuing programs. Extension and/or renewal of this MOU beyond the dates identified above shall be contingent upon the availability of continued funding from the ASSETs program and mutual agreement of the Parties.

2. NOTICE

District's representative for administration of this MOU shall be Philip Moore; City's representative shall be Sylvia Fort. Any communication required during the term of this MOU, including, without limitation, notice of termination, shall be deemed given when served by personal delivery, fax, or when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to City:

Sylvia Fort  
Recreation Manager  
Department of Parks & Recreation  
City of Sacramento  
3801 Power Inn Road  
Sacramento, CA 95826  
(916) 808-8381

Notice to District:

Philip Moore  
Community Health & Educational  
Support Services  
SCUSD  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
(916) 643-9430

Any Party who desires to change the identity of its representative or its address for notice may do so by giving notice as described above.

### 3. PROCEDURES

#### A. City's Responsibilities

1. Provide the Program at up to six school sites from December 3, 2007, through June 30, 2012, subject to the availability of sufficient funding from the ASSETs program or other grant funds; the school sites shall be mutually agreed upon by the Parties.
2. Develop the elements of the Program in conjunction with the District, other community-based organizations and partners, and the school site to include a minimum of one hour of homework and/or tutoring assistance per day. Program elements shall also include other educational and enrichment/recreational activities to be mutually agreed upon by the Parties.
3. Hire or contract with staff/consultants to sufficiently and effectively staff the Recreation Program component of the Program.
4. All City staff members who directly supervise students shall meet the minimum qualifications for an instructional aide in the school district.
5. Ensure that the Program maintains a student-to-staff ratio of no more than 20 to 1.

6. All Program staff and volunteers shall be subject to health screening and fingerprint clearance requirements in current law and the district policy for school personnel and volunteers.
7. Provide a City Recreation Supervisor at each school site to supervise the Program. Each City Recreation Supervisor shall provide Program development and direction with the District Coordinator and site Principals; oversee Program implementation; coordinate and organize staff/volunteer training; supervise the site staff; and, monitor the recreation and enrichment portion of the Program.
8. Invoice the District on a quarterly basis for one quarter of the City's cost in accordance with the annual budget for 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012 that is attached as Attachment B and incorporated into this MOU in full ("Annual Budget".)
9. Provide in-kind support and direct services totaling an amount not to exceed \$125,000 annually.
10. Seek other resources to support the Program.
11. Cooperate with, and provide information to, the District and the District's Program evaluator during the District's performance of any evaluation required by the terms of the ASSETs program.
12. Develop special activities or field trips for the sites individually and collectively. The City also agrees to obtain prior permission from students' parents and school site principal or designee for students' participation in City-sponsored field trips and excursions.
13. Comply with the District and school site joint use agreement and permits regarding liability, maintenance, damage etc. at each program site.
14. Comply with requirements of the USDA and SCUSD Nutrition Services Office related to administration and operation of after school snack and other District sponsored nutrition programs. The City agrees to maintain as current and deliver daily all records required by the Nutrition Services Office subject to review and forfeiture of the following month's food service program for non-compliance.
15. Comply with the California Department of Education grant requirements for training of ASSETs program personnel by

allowing at least one City Recreation Supervisor to be involved in the training and to attend mandated meetings.

16. Invoice the District on a quarterly basis for City-incurred overhead and Program costs as agreed to in the Annual Budget. City overhead and Program costs will be recalculated annually as part of the annual budget development.

B. District Responsibilities

1. Provide school site facilities including classroom access at up to the six school sites for the Program at no charge to the City.
2. Provide teachers and/or instructional aides for education/tutorial Program components.
3. Subject to District's collective bargaining obligations, attempt to modify custodial schedules at the school sites so that custodial charges to the ASSETs program can be minimized.
4. Pay the City quarterly based on one quarter of the agreed upon annual budget for the City's cost of delivery of the Program for 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012 in an amount not to exceed \$250,000 annually.
5. Support the development of the Program's educational curriculum, materials, and training that can benefit the educational outcomes component of the school sites.
6. Perform, at its sole cost, all evaluations required by the ASSETs program, including the collection of educational and demographic data needed to evaluate the Program.
7. Provide Program registration forms, which meet both District and City requirements/needs.
8. Submit all required reports to the California Department of Education; advise and train City staff on the ASSETs program grant requirements; and, serve as a liaison between the City and the California Department of Education to answer questions related to compliance with the ASSETs program grant requirements.
9. Work with the City to mutually appoint a committee to develop and implement the Program.

10. Work with the City to develop an effective ASSETs program marketing and recruitment component to attract students into the Program.
11. Comply with the California Department of Education grant requirements for training of ASSETs program personnel by providing, at its sole cost, for at least one City Recreation Supervisor involved in the Program to attend training mandated by the ASSETs program.
12. Provide an afternoon snack to program participants through the District's Nutrition Services Division.

C. School Site Responsibilities

1. Designate a school staff person to work directly with the site coordinator for Program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train Program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to participant parents.
5. Help with distribution and collection of school site Program evaluation information.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide space for the Program to operate, including office space for the site coordinator, classroom space for the classes, and storage space for Program supplies/materials.
8. Help coordinate custodial and storage needs of the Program.

4. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

5. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

City and its employees and agents performing services related to this MOU are not agents or employees of District and are not entitled to any of the rights and /or benefits of District employees.

District and its employees and agent performing services related to this MOU are not agents or employees of City and are not entitled to any of the rights and/or benefits of City employees.

If in the performance of this MOU any persons are employed by City, such persons shall be entirely and exclusively under direction, supervision and control of City. If in the performance of this MOU any persons are employed by District, such persons shall be entirely and exclusively under the direction, supervision and control of District.

6. INDEMNIFICATION / INSURANCE

The Parties incorporate, and agree to be bound by, the insurance and indemnity provisions of the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority Regarding Hold Harmless and Insurance Provisions dated May 31, 2001 (City Agreement # 2001-050). City Agreement # 2001-050 is incorporated in full into this MOU and is attached as Attachment C.

7. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

8. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

9. ASSIGNMENT PROHIBITED

Neither Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

10. SEVERABILITY

If any term, covenant, or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

11. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the Agreement is signed.

12. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

14. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

15. AUTHORITY

The people executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT

CITY OF SACRAMENTO

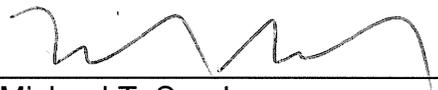
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Thomas S. Barentson  
Deputy Superintendent/CFO

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Ray Kerridge, City Manager

Approved as to Form:



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Michael T. Sparks  
Senior Deputy City Attorney

Attest:

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City Clerk

California Department of Education

**GRANT AWARD NOTIFICATION**

AO-400 (Rev. 2/06/06)

*pk*  
*19*  
*Contract*

<b>GRANTEE NAME AND ADDRESS</b> Magdalena Carrillo Mejia, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870		<b>CDE GRANT NUMBER</b>				
		<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
		07	14535	6743	4A	
<b>Attention</b>		<b>COUNTY</b>	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			
<b>Program Office</b>		34	<b>Resource</b>	<b>Revenue Object</b>		
<b>Telephone</b> (916) 643-9000			4124	8290		
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Program-Core						
<b>GRANT AMOUNT</b>	<b>Original/Prior Amendments</b>	<b>Amendment Number</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Index</b>	<b>Federal Catalog Number</b>
	\$1,205,000.00			\$1,205,000.00	0604	84.287
<b>AWARD DATES</b>	<b>Starting</b>		<b>Ending</b>			
	July 1, 2007		December 31, 2008			
Dear Superintendent Carrillo Mejia:						
Congratulations! I am pleased to inform you that you have been funded for 18 months of your five-year 21st Century Community Learning Centers (CCLC) After School Safety and Enrichment for Teens (ASSETs) Program grant.						
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.						
Please return the original, signed Grant Award Notification (AO-400) to:						
After School Policy and Evaluation Office California Department of Education 1430 N Street, Suite 6408 Sacramento, CA 95814-5901						
<b>California Department of Education Contact</b> Nina Ures			<b>Title</b> Analyst			
<b>E-mail Address</b> nures@cde.ca.gov				<b>Telephone</b> (916) 319-0200		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> <i>Jack O'Connell</i>				<b>Date</b> September 4, 2007		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND ASSURANCES</b>						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions; and I agree to comply with all requirements as a condition of funding.</i>						
<b>Printed Name of Authorized Agent</b>			<b>Title</b>			
<b>E-mail Address</b>				<b>Telephone</b>		
<b>Signature</b> ▶				<b>Date</b>		

**SCUSD AND CITY OF SACRAMENTO  
21<sup>st</sup> CENTURY ASSETS PROGRAM BUDGET**

**PROGRAM BUDGET**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3-5</b>
<b>Services to be Provided</b>	<b>FY 2007-08 Projected</b>	<b>FY 2008-09 Projected</b>	<b>FY 2009-12 Projected</b>
Comprehensive enrichment/ recreation program. Recreation instruction and other contracted services at up to 6 school sites.	<b>Labor</b> \$220,000	<b>Labor</b> \$220,000	<b>Labor</b> \$220,000
	<b>Services &amp; Supplies</b> \$30,000	<b>Services &amp; Supplies</b> \$30,000	<b>Services &amp; Supplies</b> \$30,000
<b>Total</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>

The annual program budget for FY 2007-2008 shall not exceed \$250,000 and shall be to provide services at up to 6 school sites only. The amount of service delivered in future fiscal years will be adjusted to the fixed annual rate of \$250,000. The City shall invoice for reimbursement for costs incurred on a quarterly basis not to exceed the annual budget pursuant to Section A.9 of this MOU.

Projected allocations will be reviewed and adjusted quarterly based on Program attendance, availability of supplemental funding sources and projected costs for delivery of services to be provided.

**Memorandum of Understanding  
City of Sacramento  
Schools Insurance Authority  
Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla School District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOUs between the City and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

## **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each party's respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost-sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

## **Hold Harmless Agreement**

### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or DISTRICT invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

## INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, or pooled insurance if any.

### Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

#### A. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

#### B. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

#### C. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the DISTRICT.

- 3) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

**Severability**

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

**Amendments and Alterations**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

N/A

N/A

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
Date

N/A

N/A

\_\_\_\_\_  
Schools Insurance Authority

\_\_\_\_\_  
Date

**\*\*\* No signature is required, the Hold Harmless MOU has already been executed. An executed copy will be attached to the contract.**