

ADDENDUM # 4
TO THE AMENDED OPERATING AGREEMENT FOR THE UNIVERSITY CENTER
BETWEEN THE
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
AND THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

This Addendum (“Addendum”) is made and entered into as of _____, 2020, is approved and entered into by and between Santa Clarita Community College District (“SCCCD”) and the William S. Hart Union High School District (“Hart”) (collectively the “Parties”).

RECITALS

WHEREAS, SCCC and Hart entered into that certain Joint Use Agreement for the Construction and Operation of University Center (“Joint Use Agreement”), effective July 21, 2004; and

WHEREAS, the Joint Use Agreement provides that “the operation and use of the University Center shall be further governed by a separate ‘Operating Agreement,’ however denominated”; and

WHEREAS, the Parties entered into an Operating Agreement for the University Center effective September 28, 2005 (“Original Operating Agreement”); and

WHEREAS, SCCC and Hart entered into an Amended Operating Agreement for the University Center (“Amended Operating Agreement”) as of June 10, 2009, which superseded the Original Operating Agreement; and

WHEREAS, this Addendum shall be incorporated into the Amended Operating Agreement; and

WHEREAS, the Amended Operating Agreement establishes the terms and conditions by which the Hart may use the University Center, located on SCCC’s Valencia Campus, 26455 Rockwell Canyon Road, in Santa Clarita, California (the “Center”); and

WHEREAS, the Parties desire to amend the Amended Operating Agreement to address the circumstances created by the COVID-19 pandemic and the associated guidelines and regulations that relate to Hart’s use of the Center; and

WHEREAS, where any section or portion of the Amended Operating Agreement is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the Amended Operating Agreement is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. This Addendum, taken together with the Amended Operating Agreement and all other addendums or attachments, represents the new Amended Operating Agreement; and

WHEREAS, Hart and SCCCD agree that the Recitals set forth hereinabove are expressly incorporated into the Amended Operating Agreement and correctly set forth the nature of the Amended Operating Agreement as modified by this Addendum.

NOW, THEREFORE, Hart and SCCCD agree that the terms and provisions of the Amended Operating Agreement are hereby amended as set forth herein below:

1. Hart's Use of the Center

As set forth in the Joint Use Agreement, Hart occupies and uses an approximate 20,000 square foot portion of the first floor of the Center and outdoor patio for its programs and services including a grade 9 through 12 middle college high school known as the Academy of the Canyons ("Hart Use Areas"). In addition to the terms and conditions applicable to Hart's use of the Center set forth in the Amended Operating Agreement, the following provisions will apply to any current or future use by Hart of the Center:

A. Limits to Access: SCCCD, at its sole and absolute discretion, reserves the right to limit access or use of the Center to the Hart Use Areas. Hart's students and staff shall be prohibited from accessing the Common Area space, including the Center courtyard, lobby, outdoor patio on the first floor, and on every floor; break areas, restrooms, hallways, elevators, stairwells, and food service/vending areas. This limit of access will be in effect at any time due to the COVID-19 pandemic or any other event that poses a significant risk or threat to human safety or otherwise requires action to protect the Center or its occupants, such as wildfires, earthquakes, and other natural disasters, or civil unrest resulting in rioting or looting in the immediate proximity to the Center, to be determined at SCCCD's sole and absolute discretion (the "Limits to Access"). With respect to COVID-19, SCCCD's Limits to Access shall be based on any applicable regulation, order or guideline issued by any local, state or federal governmental agency which requires a limitation or prohibition of public activity or any event or circumstance that SCCCD determines justifies or requires restricted access to the Center to protect health and safety.

B. Notice: In the event SCCCD initiates the Limits to Access, SCCCD shall provide written notice to Hart via email to Dr. Collyn Nielsen, cnielsen@hartdistrict.org and Hart shall take all actions necessary to comply with SCCCD's notice, including issuing immediate instruction to all Hart students and staff to prohibit or limit access to the Center in accordance with SCCCD's notice. In no event shall SCCCD be responsible or liable for any costs, fees, or penalties as the result of any access limitation invoked by SCCCD pursuant to this Limits to Access. The Limits to Access, as set forth herein, shall apply to all current or future Hart uses of the Center.

2. COVID-19 Additional Requirements

In addition to the terms and conditions set forth in the Amended Operating Agreement, Hart shall comply with the following:

A. Safety Measures: Hart shall be solely responsible for complying with any applicable regulation, order or guideline issued by any local, state or federal governmental agency developing and implementing any and all safety measures necessary to comply with any guideline or obligation applicable to the Hart's use of the Center as applicable including, but not limited to: 1) social distancing protocols, 2) face coverings, 3) providing adequate sanitary supplies such as

hand sanitizer and disinfectant cleaner for equipment or property used in the Center, and 4) requiring Hart staff and students to refrain from entering the Center if they exhibit any COVID-19 symptoms or have any reason to believe they may have contracted the COVID-19 virus. Hart shall be solely responsible for determining and complying with the specific safety measures that are required or recommended as referenced above with respect to Hart's programs and use of the Center. Hart shall use its best efforts to ensure its students, staff, and guests comply with these requirements at any time they are on any property owned by SCCCD, including, but not limited to, the Center and the specific Hart Use Areas. Hart staff and students may enter "Main Pathways" that include parking lots, sidewalks, and other areas within the SCCCD property that Hart's staff and students must use to enter and exit the Hart Use Areas which may be used by other individuals during Hart's use of the Hart Use Areas. SCCCD shall provide general cleaning services and supplies for the Main Pathways. Nothing herein shall be interpreted to reduce Hart's responsibility to ensure Hart staff and students have adequate sanitary supplies such as hand sanitizer for the Hart Use Areas. Hart shall not reduce or replace Hart's cleaning obligations, including the obligation to clean and disinfect the equipment and property as set forth below with respect to the Hart Use Areas. Hart's cleaning obligations do not extend to the Main Pathway, nor do Hart's cleaning obligations extend to the Common Areas which Hart is prohibited to use pursuant to the Amended Operating Agreement.

B. Cleaning / Sanitation: With respect to the Hart Use Areas and, excluding the Main Pathways and Common Areas, Hart shall be solely responsible for complying with any applicable cleaning/sanitation guidelines applicable to schools and provide daily cleaning during its use of the Hart Use Areas of the Center as necessary and in good faith to address the COVID-19 virus.

3. SCCCD's Representation

A. Acknowledgment of Risk: SCCCD makes no representation or warranty regarding the condition of the Center with respect to the COVID-19 virus and shall not be responsible or liable for any harm or damage related to the COVID-19 virus incurred by Hart or any Hart staff, student, or guest entering the Center, including harm allegedly arising from the use of any space within the Center, provided SCCCD has complied with its duties and responsibilities with regard to cleaning and sanitation of the Main Pathways and SCCCD's actions are not the result of willful misconduct or gross negligence. Hart hereby accepts sole responsibility to take all steps necessary to provide notice of the steps implemented by Hart to address the COVID-19 virus as required in Section 2(A) above to all Hart's staff, students, and guests entering into the Center. By entering into this Addendum, SCCCD is not making any implied or explicit suggestion or warranty that the Center is protected from the COVID-19 virus or otherwise safe for use. In no event shall Hart hold SCCCD responsible for any resulting harm, cost or damage arising from Hart's use of the Center pursuant to the Amended Operating Agreement.

B. Indemnification: In addition to the indemnification provisions set forth in Section 16 of the Amended Operating Agreement, Hart shall, to the fullest extent permitted by law, defend, indemnify and hold harmless SCCCD and its Board of Trustees, elected and appointed officers, employees, students, and agents ("SCCCD and SCCCD Personnel") from any claim, liability, alleged liability, expense (including defense costs and legal fees) and claims for harm (including death and health related injuries) whatsoever arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, COVID-19, or any related sickness or ailment

as the result of entering the Center at the permission or request of Hart. Hart is hereby accepting all responsibility and liability for any person entering the Center at Hart's instruction or permission with respect to the COVID-19 virus. No indemnification is required, nor shall any indemnification be paid by Hart, for any claim, loss or expense arising from the willful misconduct or gross negligence of SCCCD or its officers, employees or agents.

4. Additional Space Options. In addition to the Hart Use Areas, SCCCD hereby grants Hart access to the additional space set forth in Exhibit A, attached hereto and incorporated by reference (the "Additional Space"). The Parties may also discuss in good faith, other space that may be available to Hart which shall be established through additional exhibits to this Amended Operating Agreement.

5. Binding Condition. The Parties hereby acknowledge that Center is currently closed to the public due to COVID-19. Thus, Hart's access to the Center is conditioned upon approval and execution of this Addendum by the governing boards of both Parties. Hart shall ensure any person entering the Center pursuant to the Amended Operating Agreement, including Hart staff and administrators, comply with all applicable terms and conditions set forth herein.

6. Continued effect; severability. Except as modified by this Addendum, all other terms and conditions of the Amended Operating Agreement will remain the same. In the event of a conflict between any term or provision of the Amended Operating Agreement and this Addendum, the terms and provisions of this Addendum shall control.

7. Counterparts. This Addendum may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

8. Authority. Each person executing this Addendum hereby represents and warrants (a) his or her authority to do so, (b) that such authority has been duly and validly conferred by that entity's governing body and (c) that such entity has the full right and authority to enter this Addendum.

The Parties, through their authorized representatives, have executed this Addendum, effective as of the date first set forth above.

Hart:

SCCCD:

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

In addition to the Hart Use Area as defined above, Hart shall be granted access to the following spaces: Aliso Hall Room numbers 101, 104, and 108, including the restrooms in between the rooms and the associated courtyard (the "Additional Space"). All terms and conditions set forth in the Amended Operating Agreement shall apply in full force and effect with respect to Hart's use of the Additional Space including Hart's obligation to supervise any students entering the Center and reimbursing SCCCDC for any related cleaning costs. SCCCDC shall provide routine cleaning of the Additional Space which shall be conducted when Hart students are not using the Additional Space.

Hart may use the Additional Space to conduct student instruction when such instruction is permitted by all applicable governmental agencies. As set forth in the Amended Operating Agreement, Hart shall be solely responsible for determining and complying with all regulations, guidelines, and requirements applicable to its use of the Additional Space with respect to COVID-19 and shall ensure its use does not violate any order by any governmental agency, including any order or requirement related to conducting school instruction. Hart's access to the Additional Space shall terminate on December 31, 2020, unless the Parties agree, in writing, to extend the term.