



## AGREEMENT BETWEEN PACIFIC GROVE ADULT EDUCATION AND GATEWAY CENTER OF MONTEREY COUNTY, INC.

### RENEWAL 2023-2024

This agreement is entered into between Pacific Grove Adult Education/Pacific Grove Unified School District and Gateway Center of Monterey County, Inc. for the Adults with Disabilities program, "Without Walls" located at 1025 Lighthouse Ave, Pacific Grove, CA 93950.

- A. **Term:** The term of this agreement shall be for the period of September 01, 2023- June 30, 2024: However, if it should become necessary in the Pacific Grove Adult Education's estimation that the premises described in the agreement be utilized for the Pacific Grove Unified School District's purpose, this agreement is subject to cancellation with 120 days' notice. The Pacific Grove Unified School District will notify Gateway Center of Monterey County, Inc. no later than 60 days prior to the expiration of the agreement if the agreement will not be renewed. If Pacific Grove Adult Education does not give notice preventing renewal of the agreement, Gateway Center of Monterey County, Inc. may give notice 30 days or more prior to the expiration of the agreement that it intends to renew. If renewed, the agreement shall continue under the same conditions as before for an additional term of one year. The issuance of the agreement is further conditional upon Gateway Center of Monterey County, Inc. obtaining any necessary state and/or local operating or use permits.
- B. **Staffing:** Pacific Grove Adult Education will employ two 4-hour Instructional Assistants to support the Without Walls program. Gateway Center of Monterey County will staff the Without Walls program with 3 qualified staff for every SARC client enrolled in the program. All Non PGUSD staff working and attending regularly on site will be fingerprinted through PDUSD. Staff employed by Gateway of Monterey County and attend Pacific Grove Adult School Without Walls program will be required to be fingerprinted through the Pacific Grove Unified School District. This expense will be budgeted through the adult school.
- C. **Utilities Services:** Gas, electricity, water, alarm, and garbage are the responsibility of the Pacific Grove Unified School District.
- D. **Use:** The premises described in the agreement shall be used by Gateway Center of Monterey County, Inc. exclusively for the following purpose and no other purpose without the prior written consent of the District: the purpose(s) for which this agreement is intended are: Providing Day Program Services for Adults with Disabilities on site between the hours of 8:30 a.m. and 3:30 p.m. following the Pacific Grove Adult Education Calendar.
- E. **Waste:** Gateway Center of Monterey County, Inc. agrees that using the above described premise, will not commit any waste or suffer any waste to be committed upon the premises.
- F. **Drivers of Pacific Grove Unified School District Vans:** All drivers, whether PGUSD staff or Gateway Center of Monterey County will have on file a copy of their CA driver's license as well as

a copy of their automobile insurance. All drivers will complete the PGUSD School Driver Certification Form. Documents will be on file at Pacific Grove Adult Education Center.

- G. **Nuisance:** Gateway Center of Monterey County, Inc. agrees that in using the above described premise, not to commit any public or private nuisance or any other act or thing which might or would be reasonably be construed to disturb the quiet enjoyment of nearby property.
- H. **Trade Fixture:** Gateway Center of Monterey County, Inc. may install on the premises such trade fixtures as they deem desirable. Prior to installing such trade fixtures, Gateway Center of Monterey County, Inc. shall inform the Pacific Grove Adult Education of fixtures it intends to install and receive written permission from Pacific Grove Adult Education to do so, which permission shall not be unreasonably withheld. At the termination of this agreement, Gateway Center of Monterey County, Inc. shall remove all said trade fixtures. Those fixtures not removed upon the termination of this agreement, shall, at the option of Pacific Grove Adult Education, become and remain the property of Pacific Grove Adult Education. The removal of such fixtures, whether by Pacific Grove Adult Education or Gateway Center of Monterey County, Inc. must be deemed satisfactorily to the Pacific Grove Unified School District and without injury or damage to the premises. Gateway Center of Monterey County, Inc. shall be responsible for any expense, injury or damage to the Pacific Grove Adult Education's premises caused by such removal.
- I. **Repairs:** All repairs and upgrades are at the expense of Pacific Grove Adult Education and the institution agrees to maintain, in good condition, the following:
  - a. The structural parts of the building and other improvements that are a part of the premises, building and other improvements in which the premises are located; which structural parts include the foundations, bearing and exterior walls, subflooring and roof:
  - b. The electrical, plumbing, and sewer systems, including without limitation those portions of the systems lying outside the premises. Pacific Grove Unified School District shall also be responsible for maintenance of any fixtures that are newly-installed by the institution on the premises during the time of this agreement. Should Gateway Center of Monterey County, Inc. install any fixtures, it shall be responsible for the maintenance of such fixtures, either by bearing such cost or by having Pacific Grove Unified School District bill it for repairs undertaken, with Gateway Center of Monterey County, Inc.'s permission, by Pacific Grove Adult Education.
  - c. Heating, ventilation and air-conditioning system servicing the premises. Gateway Center of Monterey County, Inc. shall not be responsible for the pre-existing conditions.
- J. **Insurance:** Gateway Center of Monterey County, Inc. shall carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance, naming Pacific Grove Unified School District as additional insured:
  - a. Comprehensive Public Liability Insurance covering the premises on the minimum basis on One Million and No/100 Dollars (\$1,000,000.00) Combined Single Limit for bodily injury (including death) and property damage and specifically insuring Gateway Center of Monterey County, Inc. of his indemnity agreements set forth. Said policy or policies shall be issued by an insurance company acceptable to Pacific Grove Unified School District and shall cover premises operation, blanket contractual, independent contractors, products/completed operations and personal injury. The coverage for property damage is to provide protection against all perils including within the

classifications of fire, extended coverage, vandalism, malicious mischief, sprinkler leakage and special extended period (all risk) insurance: coverage shall be in the amount of the full replacement value of premises less the deductible of (exclusive of Gateway Center of Monterey County, Inc. trade fixtures and equipment). Said replacement value will be determined by Pacific Grove Unified School District and provided to Gateway Center of Monterey County, Inc.

- b. Gateway Center of Monterey County, Inc. is required to take out and maintain during the life of this agreement Workers' Compensation Insurance.
  - c. This Agreement shall be renewed each year and a copy of each members Certificate of Liability shall be attached and verified by the district.
- K. **Hold Harmless:** Gateway Center of Monterey County, Inc. agrees to indemnify and hold harmless the Pacific Grove Unified School District's Board of Education, officers, official employees, and agents from and against any or all loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities. Gateway Center of Monterey County, Inc. as persons or entity to "Hold Harmless" for any loss, liability, expense, claims, cost, suits, and damage of every kind, by Gateway Center of Monterey County, Inc.'s Employees. Accordingly, Pacific Grove Unified School District agrees to hold Gateway Center of Monterey County employees harmless against any loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities.
- L. **Parking:** Gateway Center of Monterey County, Inc. shall have access to designated parking spaces;
- M. **Fees:** Facility Use fees are waived. This Adults with Disabilities program is staffed by Gateway Center of Monterey County, Inc. Pacific Grove Adult Education will support this program with staff as necessary for Pacific Grove Adult Education students. This program is a partnership with Pacific Grove Adult Education and the Monterey Peninsula Adult Education Consortia who funds facility upgrades, materials and supplies for the program. All purchases made by the district are property of the district.
- N. **Transportation:** Pacific Grove Adult Education has three eight passenger vans designated to the Adults with Disabilities Program. The Without Walls program may use the vans during program hours as needed. Should Pacific Grove Unified School District need the vans for another purpose, Pacific Grove Adult Education will notify Gateway Center of Monterey County, Inc. in advance for the amount of time they are needed. Pacific Grove Unified School District provides vehicle insurance for all drivers of said vehicles. Drivers of all program vans are employed by either Pacific Grove Unified School District or Gateway Center of Monterey County. All drivers complete a driver training and safety course and have license and insurance information on file at the site.
- O. **Professional Development:** Gateway Center of Monterey County, Inc. Staff will be CPR-First Aid certified and costs associated with trainings and certifications will be paid for by Gateway Center of Monterey County, Inc. Pacific Grove Adult Education provides CPR-First Aid training to staff and the costs of such training is paid for by district adult education funds.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

GATEWAY CENTER OF MONTEREY COUNTY, INC.  
850 Congress Ave  
Pacific Grove, CA 93950

By: \_ Date: \_\_\_\_\_

Title: \_\_\_\_\_