

**Letter of Agreement**  
**Between Napa Valley Education Foundation and**  
**Napa Valley Unified School District**  
**for project period: 7/1/19 - 6/30/22**

**UNDERSTANDINGS AND COMMITMENTS**

The Napa Valley Education Foundation (NVEF) and Napa Valley Unified School District (NVUSD) enter into this Agreement for the purpose of collaboratively working to implement the proposed Napa Valley Vintners Grant. The grant will provide \$1,000,000 to construct a Family Resource Center on the campus of Napa Junction Elementary School, as part of the NVUSD renovation project at that campus. This MOU captures each agency's specific commitments and roles to be played in the delivery of the grant objectives.

**BOTH PARTIES AGREE TO:**

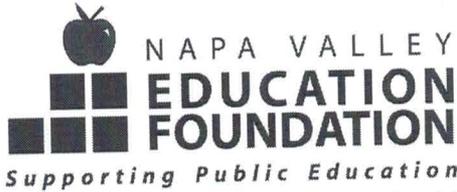
- Proactively and regularly communicate with each other about the program, including needs, concerns and successes.
- Convene regular meetings to address any issues and monitor progress.

**RESPONSIBILITIES OF NVEF:**

- NVEF will disburse funding it receives from the Napa Valley Vintners in the amount of \$970,000 to NVUSD, payable over three years, for construction costs associated with the project. Specifically, NVEF will pay NVUSD \$323,333.33 by December 31<sup>st</sup> in 2019, 2020 and 2021, so long as it has actually received those funds from Napa Valley Vintners. NVEF will notify NVUSD if a delay is expected or an extension is needed in any of those years.
- Gather collaborative partners for planning and reporting; distribute information to partners; develop and communicate milestone and targets with partners.
- Prepare one interim and one final report for the funder annually.
- Arrange one site tour of the program in action.
- Address any concerns or questions in a timely manner.

**RESPONSIBILITIES OF NVUSD:**

- Construct the Napa Junction Family Resource Center building as per original renderings, with such changes or modifications as may be required by the California Division of State Architects or as may be mutually agreed upon.
- Provide documentation of use of grant funds for construction costs for the Napa Junction Family Resource Center, as may be requested by NVEF.
- Determine a mutually agreeable name for the building that incorporates the Napa Valley Vintners. List the Napa Valley Vintners as sponsors on materials, when appropriate.



- Enter into a Joint Use/Five-Year agreement with On the Move to operate a Family Resource Center (“FRC”) in the built space, with an option to renew for up to 20 years or for the duration of the building, provided the availability of operational funding from a third party.
- Assume legal responsibility and liability for the construction and use of the facility, including contractual obligations and liabilities for staff, venue and other related items.
- NVUSD agrees to indemnify and hold NVEF (“Indemnitee”) harmless to the full extent permitted by law against any claim(s) or final judicial judgment holding Indemnitee liable for damages and/or injunctive relief relating to any claim by Napa Valley Vintners or third party for any and all claims, whether relating to breach of contract, property damage, loss of use, or other personal injuries arising under any theory, including, but not limited to conversion, breach of contract, misrepresentation, false light, negligence, negligent or intentional infliction of emotional distress, or any other claim whether arising under California law, federal law, or any foreign law(s) relating to this Agreement or the Family Resource Center described above. Such indemnity applies to any claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation interest, penalties, and reasonable attorney fees and costs. This indemnity paragraph shall not apply to any claims solely arising and relating to a claim that NVEF failed to properly receive, account for, hold, or distribute funds received from the Napa Valley Vintners and in no way relating to the construction of the FRC.
- Encourage partnerships with the City of American Canyon and others.

**Terms of Agreement**

The terms of this Agreement shall be from July 1, 2019 to June 30, 2022 and may be extended by written agreement of both parties. This Agreement represents the entire understanding by and between NVUSD and NVEF as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

**Agreed:**

  
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**Jennifer Stewart, Executive Director** 10/1/19  
Date  
**Napa Valley Education Foundation**

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**Dr. Rosanna Mucetti, Superintendent** Date  
**Napa Valley Unified School District**