Proposed Agreement Between Santa Barbara Community College District and Santa Barbara Museum of Natural History for the Joint Use of the Gladwin Planetarium and Equipment which is to be installed therein:

Preamble

This agreement is entered into between the Santa Barbara Community College District, hereinafter called the College, and the Santa Barbara Museum of Natural History, hereinafter called the Museum, in order to ensure that the responsibilities, rights, and privileges of each party are known. It is recognized that not all circumstances can be foreseen, and that good faith will be required on the part of both parties to the agreement.

1. This agreement is entered into on July 10, 1975, to provide for the joint use by the College and the Museum of the Gladwin Planetarium and equipment to be installed therein. The planetarium is owned by the Museum and is situated on grounds which contain the Museum. Equipment to be installed is to be purchased by the College with funds received under a grant from the National Science Foundation and matching funds from the College.

2. Wherever the term "approval by the College" is used herein, it shall be construed to mean the Chairperson of the Department of Earth and Planetary Sciences or that Chairperson's designated representative.

3. Title to the equipment purchased with grant funds and/or College funds shall remain with the College.

4. A Planetarium Joint-Use Committee shall be formed, consisting of two representatives from each institution. This Committee shall have the responsibility to decide upon the following:
a. Joint use scheduling
b. Manner of keeping records of usage and attendance.
c. Procedures for use of facilities.
d. Approval of use of facilities by third parties.

5. Installation of new equipment purchased by the College shall be the responsibility of the College. No modifications or alterations shall be made to the Planetarium building without prior approval by the Board of Trustees of the Museum.

6. All service and maintenance of the equipment purchased by the College will be the responsibility of the College. Such service, when needed, will be done as expeditiously as reasonably possible, and will be at College expense.

7. None of the equipment purchased by the College shall be altered without the prior approval of the College.

8. Insurance against losses to the equipment due to fire, theft, vandalism, and other hazards, shall be purchased by the College. Insurance against losses to the building shall be purchased by the Planetarium.

9. No person shall operate the equipment unless that person shall have been previously approved to operate it by the College. In case it is desired that any person not previously approved by the College shall be permitted to operate the equipment, reasonable notice shall be given to permit the College to satisfy itself of that person's competence to do so, and/or to train such person in the proper operating procedures.
10. Neither the Museum and its staff members, nor the College and its staff members, are empowered to make any commitment, obligation or promise, implicit or otherwise, to any third party, institution, agency, or person regarding the use of the building or equipment without the unanimous approval of the Joint Use Committee.

11. Keys to provide access to the Museum and Planetarium will be issued by the Museum to the College staff members who have need to enter and are approved by the Museum Director or his designated representative. If entrance to or exit from the Museum grounds shall be required by College staff at hours requiring special security measures to be taken, the Museum will provide the necessary procedural information to members of the College staff approved by the Museum Director.

12. Costs to repair damage to the equipment by Museum personnel who have not been previously approved by the College to operate the equipment shall be borne by the Museum. Repair of damage incurred by approved operators shall be considered part of the College's responsibility to maintain the equipment under 6, above.

13. Repair of damage to the building and grounds by students or staff of the College beyond that which constitutes reasonable wear and tear shall be the responsibility of the College.

14. Routine custodial care shall be provided by the Museum.
15. The Museum shall be responsible to provide reasonable security measures to protect the equipment from unauthorized use or vandalism when it is not in use.

16. This agreement shall remain in force for a period of five (5) years from date of execution unless it is agreed by both parties to terminate it before that time. At the end of five years, it shall be renewed, modified, or terminated, as then agreed to by the parties involved.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT:  

MRS. ANN GUTSHALL, President  
Board of Trustees

SANTA BARBARA MUSEUM OF NATURAL HISTORY:

DR. GLENN G. GOODER,  
Superintendent-President