

MEMORANDUM OF UNDERSTANDING (MOU)

JOINT USE OF FACILITIES

INTRODUCTION

This agreement is between PLUMAS UNIFIED SCHOOL DISTRICT (hereinafter called "PUSD") and the FAITH FAMILY MINISTRIES, Richard Blair (hereinafter called "Faith Family").

RECITALS

- A. The real property and fixtures covered by this agreement (herein called "Premises") are located at 505 Nevada Street in Portola, California and known as Feather River Middle School, lower section, unit "A" and "B" of the attached site map.
- B. Through this agreement, PUSD and Faith Family will make every reasonable good faith effort to provide enhancements to the students and community of Portola.

TERMS AND CONDITIONS

- A. TERM. PUSD grants to Faith Family use of premises from the date this agreement is entered through June 30, 2018.
- B. RENT. PUSD grants the use of Premises for a monthly cost of \$713.92, exclusive of reimbursement for additional utility costs billed directly to the district and for repairs of extraordinary property damage caused by Faith Family, as specifically described in this agreement. Rents for first two months will be waived in acknowledgement of rehabilitation efforts of grounds and facilities.
- C. FACILITY USE SCHEDULE.
Facility will be used by Faith Family at their discretion.
- D. ALTERATION OF PREMISES. Faith Family shall not alter premises without written permission by PUSD. Any authorized alterations of a permanent nature made to premises shall remain on and be surrendered with the premises on expiration or termination of the term. Authorized alterations specifically include painting the exterior of the building, repairing the ramps, installing handicap signs in parking spaces and improving the landscape around the facility.
- E. MAINTENANCE AND REPAIR OF PREMISES. Faith Family shall repair and maintain premises. Faith Family agrees to reimburse PUSD for its actual direct costs to repair

damage to premises caused by Faith Family's use of premises. Faith Family agrees at their own cost and expense during the full term hereof, to keep and maintain the entire leased premises, both the interior and exterior of the building and all improvements thereon, including but not limited to all pipes, wires, glass, plumbing concrete, signs, heating units/boiler and related hardware, etc. in good order and repair and in tenantable condition in as good condition as received. It is the understanding of the parties hereto that PUSD shall not be expected or required to maintain or repair the Premises during the term hereof.

- F. CUSTODIAL CLEANING OF PREMISES. Faith Family shall be responsible for the regular custodial cleaning of Premises. Faith Family agrees to require persons using PUSD premises under its auspices to clean up litter, spills, and generally attempt to leave the facility in neat and clean condition.

Faith Family shall be responsible for the regular custodial cleaning and snow removal for the Premises. Snow shall be cleared from the roof and structure so as to ensure the structural integrity of the building at all times.

- G. INSURANCE. Faith Family shall, at its sole expense, carry comprehensive general liability insurance covering Premises under this agreement. The policy limits and coverage shall minimally be \$2,000,000 and shall include an "additional insured endorsement" naming PUSD.

- H. UTILITIES. Faith Family agrees to pay all utility costs necessary to operate and maintain Premises.

- I. SECURITY. Faith Family shall be responsible to monitor and control its use of Premises, including abiding by PUSD's rules and regulations.

- J. FACILITY ACCESS, SUPERVISION AND COST CONTAINMENT. To help facilitate this MOU, upon formal application, screening and PUSD Board approval, designated Faith Family staff may be appointed to answer questions to Maintenance Department.

- K. COMPLIANCE WITH THE LAWS. Faith family agrees to comply with all applicable Federal, State and local laws and regulations relating to the use of Premises. PUSD agrees to comply with all applicable Federal, State and local laws and regulations relating to the use of Premises.

- L. ASSIGNABILITY. This agreement is non-assignable. Nothing in this agreement shall preclude Faith Family from using premises to generate revenue to recover costs for utilities and maintenance, including the collection of fees or rent for use of the property.

- M. AMENDMENT. This agreement may be amended by mutual written consent of both parties.

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- N. HOLD HARMLESS AGREEMENT. Faith Family and PUSD shall hold harmless, defend and indemnify each other against any claim or liability arising out of the use of premises as described in this agreement.

- O. **DISPUTE RESOLUTION.** In the event of a dispute concerning the interpretation and application of any part of this agreement, the parties shall agree to first meet and confer, in good faith, to attempt to resolve the dispute. If the parties are unable to resolve dispute, the parties may agree to engage in mediation with a neutral mediator that is agreeable to both parties. The cost of the mediation, if any, shall be shared equally between the parties. The mediator may suggest a resolution, but he or she shall be without power to impose a resolution on the parties. If mediation is not successful in resolving all disputes arising out of this agreement, any unresolved disputes shall be submitted to competent and disinterested arbitrator for non-binding arbitration before any party takes legal action to enforce this agreement. The cost of the mediation, if any, shall be shared equally between the parties. Nothing in this paragraph is intended to limit any rights or remedies the parties may have in law, or in equity.
- P. **TERMINATION.** This MOU shall terminate at the expiration of its term automatically on June 30, 2018 unless the term is extended by the parties in writing. Additionally, the parties may mutually agree in writing to terminate this MOU before the expiration of its term, except in the event of an unresolved breach or default, or legitimate condition which may include, but not limited to, the closure of Portola Schools, although no such closure is currently anticipated at the time of this MOU.

In the event of a perceived breach or default by one of the parties, the other party shall promptly serve written notice explaining the perceived breach or default, and allow the perceived offending party thirty (30) business days to correct or challenge the offending condition. If no satisfactory correction or resolution is made at the end of thirty (30) business days, the party seeking to terminate this agreement shall notify the other party of the intention to terminate due to legitimate breach or default, and such termination shall take effect fifteen days from the date of mailing of the notice of intent to terminate. In the event of a limiting condition, notice shall be provided to the other party with thirty (30) business days' notice. When formal termination is effective, PUSD may repossess the premises, allowing a reasonable period of time for Faith Family to remove its personal property from the premises.

JOINT FACILITY USE MOU BETWEEN PUSD AND FAITH FAMILY MINISTRIES

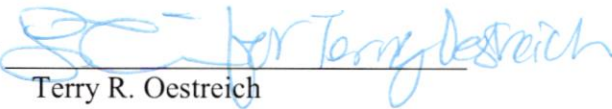
EXECUTION

The parties execute this agreement by signature below:

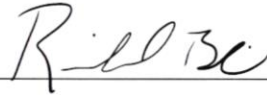
PLUMAS UNIFIED SCHOOL DISTRICT

FAITH FAMILY MINISTRIES

By


Terry R. Oestreich

By



Title Superintendent

Title PResident

Date 10/12/17

Date 10-2-17