

## JOINT USE OF FACILITIES

### *Between*

Plumas Unified School District,  
Plumas County Office of Education,  
*and*  
Sierra Institute for Community Environment

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into by and between Plumas Unified School District, (hereinafter “PUSD”), Plumas County Office of Education, (hereinafter “PCOE”), and Sierra Institute for Community Environment, (hereinafter “SICE”)

### I. PURPOSE

Taylorsville Elementary School has been repurposed as a Natural Resource Science Center and Outdoor Education Center.

For the purpose of this agreement, SICE will facilitate an educational opportunity with PUSD students to include, but not limited to:

- Natural Resource Science labs using the existing fire sites within Indian Valley. GIS mapping to introduce students spatial technology and its use with natural resource use
- Field Studies with PUSD students to explore other areas of forestry and forest restoration and watershed restoration
- Plant Restoration/Propagation Greenhouse: SICE will propagate mat manzanita and other species for Lassen National Park restoration utilizing their contacts
- Workforce training: SICE will conduct a workforce training and develop a new forest restoration workforce for students and young adults 16 or older. School will be used as a base for training programs
- P-CREW: Standard summer programming
- Weekend accommodations for restoration field crews to allow direct work for the Plumas Fire Safe Council, Lassen and Plumas National Forests, and Lassen Volcanic National Park
- Office space for Youth Crew instructors and other staff

### II. TERMS

Unless otherwise mutually agreed, this agreement is in effect through August 31, 2021. From October 14, 2020 through March 31, 2021, SICE will run programming onsite as referenced above. Beginning April 1, 2021, dependent upon current health and safety guidance related to the COVID 19 Pandemic, PUSD may opt to use the facility for its

outdoor education programs. Dependent upon current health and safety guidance related to the COVID 19 pandemic, PCOE may opt to use the facility for a summer camp program. First priority will be for PCOE/PUSD programming during this time, but every effort will be made to share use, collaborate, and align programming. SICE will be allowed to store Plumas Conservation Restoration Education in Watersheds (P-CREW) equipment in the Annex (as it has historically done).

SICE agrees to pay all utilities costs during the time of its sole use, to be invoiced quarterly by PUSD. During times of shared use, PUSD will pro-rate and invoice each entity for their appropriate share, based on percentage of use. During shared use, PCOE will pay the utility costs associated with district/county use.

Each entity will be responsible for the removal of their own trash and cleaning (PUSD will stock cleaning supplies). A site use protocol for cleaning and maintenance will be developed jointly and adhered to by all parties.

SICE agrees to only use district approved cleaning supplies.

PUSD agrees to provide: Maintenance, and general upkeep of the building. SICE will contact PUSD to make arrangements for repairs as needed.

PUSD agrees to provide Groundskeeping except where SICE conducts garden and/or other field activities, in which case SICE will maintain grounds except for mowing.

SICE agrees to coordinate scheduling with PUSD in regards to programs offered by each entity. Specifically, the Assistant Superintendent Curriculum and Instruction or district designee will be the point of contact for SICE.

SICE agrees to abide by PUSD policies and procedures related to a Safe and Drug Free Workplace.

SICE will coordinate summer programming and site access with PUSD/PCOE in regards to scheduling and areas of use. When use of the shower trailer is needed, SICE will provide PUSD Maintenance with at least 10 days notice to allow for preparation.

All in person activities shall require adherence to health and safety protocols as detailed in the PUSD/PCOE Return to School [Appendix B](#).

All parties agree to have a quarterly check in meeting to discuss the effectiveness of the joint use agreement and work on plans for expansion of use and programs.

### III. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent agency and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

### IV. INSURANCE

SICE agrees to provide PUSD proof of workers compensation insurance, and a Certificate of Liability insurance, with limits of no less than \$1,000,000.00, endorsing PUSD as additionally insured. PUSD shall not be responsible for injury or illness of SICE employees.

Hold Harmless: To the fullest extent permitted by law, Applicant shall defend, indemnify and hold harmless Premises Owner Name, its elected or appointed officials, employees, agents and volunteers against any and all claims, demands, losses, damages, court costs, attorney fees, expenses, or costs of any kind or character arising out of use of Premises Owner Name, facilities by the Applicant, their employees, agents or guests, regardless of any active or passive negligence on the part of Premises Owner Name, its elected or appointed officials, employees, agents and volunteers.

### V. INDEMNIFICATION

SICE agrees property and buildings are “as is” and agrees to hold harmless and indemnify PUSD in any future repairs and responsibilities of said property and buildings, aside from normal wear and tear.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

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Terry Oestreich, Superintendent  
Plumas Unified School District

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Date

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Jonathan Kusel, Ph.D.  
Executive Director  
Sierra Institute for Community Environment

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Date

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Terry Oestreich, Superintendent  
Plumas County Office of Education

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Date