

Amendment to Memorandum of Understanding (MOU) between the Paso Robles Joint Unified School District ("District") and the Boys and Girls Club of North San Luis Obispo ("Club")

WHEREAS the District and the Club entered into a MOU concerning the Facilities as of May 1, 2015;

WHEREAS Paragraph 10 of the MOU requires any amendment to the MOU be in writing;

WHEREAS the Club is negotiating a potential merger with another Boys and Girls Club;

WHEREAS a new legal entity may be formed to include both the Club and any potential merger partner and/or the Club may change its name to reflect said potential merger; and

WHEREAS the Club and the District wish to maintain the MOU in full force and effect even if a merger occurs and a new name or legal entity will replace the Club:

1. The District and Club hereby agree that if the Club merges with another Boys and Girls Club and the Club assumes a new name and/or legal entity, the District will not consider this a breach of the MOU;
2. Should the Club merge with another Boys and Girls Club and assume a new name and/or legal entity the District will affirm the MOU, including the termination date of the MOU and replace the Club with the new name and/or legal entity and that party shall assume all rights, duties and obligations of the Club; and
3. Should the Club merge with another Boys and Girls Club, the then Superintendent of the District and then Chief Executive Officer of the new entity replacing the Club will execute a further amendment to the MOU assigning all of the rights, duties and obligations Club to the new entity.

The District and the Club, each one acting through the undersigned authorized representatives, have read, understand and agree with the provisions of this Amendment to the May 1, 2015 MOU between the parties and this Amendment shall be effective as of January 1, 2019.

Paso Robles Joint Unified School District

Boys and Girls Club of North San
Luis Obispo County

By: _____

By: Jeremy L. Penning

Title:

Title: Interim Chief Executive Officer

Date: _____

Date: 12-20-2018

Memorandum of Understanding (MOU) between the Paso Robles Joint Unified School District ("District") and the Boys and Girls Club of North San Luis Obispo ("Club")

The Paso Robles Joint Unified School District ("District") and Boys and Girls Club of North San Luis Obispo County ("Club") have reached the following understanding and agreement regarding the utilization of the existing woodshop building and the existing "old laundromat" building located on the portion of the Flamson Middle School, hereinafter referred to as the "facilities".

1. **Term of MOU agreement:** The Term of this MOU agreement shall be from **May 1, 2015 through June 30, 2025**. This MOU nullifies and replaces the currently active MOU scheduled to terminate on June 30, 2015.
2. **Cleaning:** Is the responsibility of the Club to keep the facilities clean. The District reserves the right to periodically inspect the facilities to ensure that it has been properly cleaned and maintained. The District reserves the right to suspend Club operations in the facilities if severe or imminent threats to safety are discovered. In such a case, the District will work diligently with the Club to facilitate correction of the identified concern so that Club operations may be resumed as quickly as possible.
3. **Damage:** Any and all damage to the facilities during the term of this MOU agreement shall be reported to the Assistant Superintendent of the Business immediately upon discovery. Permanent damage not caused by the District will be charged to the Club at replacement value and paid within thirty (30) days.
4. **Maintenance:** All maintenance, either required or desired (facility, equipment, repair, replacement) will be provided and paid by the Club. Any maintenance requested by the Club to be done by the District will be billed at a rate of \$50 per hour and paid within thirty (30) days. All maintenance costs for parts, equipment, supplies purchased by District for those requested maintenance projects will be the sole responsibility of the Club and billed accordingly. The District reserves the right to contract out some or all of the maintenance requested by the Club to be done by the District. The scheduling and priority of any maintenance requested by the Club is at the sole discretion of the District. All improvements to the facilities made by the Club shall become the permanent property of the District.
5. **Facilities Improvements/Modifications:** All modifications or renovations to the facilities involving improvements to electrical systems, plumbing system, HVAC systems, roofing or structural systems, and any modifications exceeding \$200 in cost, must be approved by district representatives before commencement of work. Work may be supervised by district personnel at the discretion of the District. All modifications and improvements made by the Club shall become the permanent property of the District and must conform to current building codes. Facilities that have been modified or renovated under the terms of this paragraph must be inspected and approved by an authorized district representative before the modified facility may be occupied.
6. **Use of Grass Playfield:** The grass playfield located between the facilities is an important element of the Flamson Middle School Physical Education (PE) program and is not included in the scope of this MOU. The field will remain under the control of the District and may be used by community organizations who properly request to do so through the District's Use of Facility

request system. However, it is the District's intent to allow the Club to utilize the field as much as possible without impact to the educational program and to properly scheduled community events. The District and Club will coordinate such usage as to maximize the field's benefit for all programs.

7. **Board Member Liaison:** A representative from the Board of Trustees will attend Club Board meetings on a quarterly basis.
8. **Rent:** The monthly rent for this period will be \$100.00 per month and indexed at year five (5) at 1% per annum. Rent will be paid prior to month owed. Utilities will continue to be in the Club's name and the cost of such utilities shall be borne one hundred percent by the Club. *NOTE: The maintenance requirement as noted in #4 is in lieu of an increase of rent of the \$100.00 during this period.*
9. **Insurance:** The Club will maintain liability insurance in the amount of \$1,000,000 and provide a Certificate of Insurance naming Paso Robles Joint Unified School District as an additional insured for the entirety of this MOU.
10. **Amendments:** This MOU agreement may be modified only by mutual agreement between the Executive Director of the Boys and Girls Club of Northern San Luis Obispo County and the Superintendent of the Paso Robles Joint Unified School District.
11. **Termination:** Either party may terminate the MOU agreement for cause, including but not limited to, any breach of this MOU agreement. All notices of a claimed breach must be made in writing. The Boys and Girls Club of Northern San Luis Obispo County will have ninety (90) days to vacate the subject premises after a for cause breach is established, either through mediation or by a court of law.
12. **Dispute Resolution:** Prior to seeking a Court determination that this MOU Agreement has been breached, the parties agree to attempt mediation to resolve the issue(s) between the parties.
13. **Hold Harmless:** The Club agrees to indemnify and hold harmless any and all employees, representatives, agents and officers of the District from any and all liability relating to the execution of this MOU agreement.

The Club and the District, each one acting through the undersigned authorized representatives, have read, understand and agree with the provisions of this Memorandum of Understanding. This MOU is effective on the date aforementioned above.

Paso Robles Joint Unified School District

By: _____

Title: Superintendent

Date: _____

Boys and Girls Club of North
San Luis Obispo County

By: _____

Title: Chief Executive Officer

Date: _____