

MEMORANDUM OF UNDERSTANDING
BETWEEN
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND
SILVER VALLEY BAPTIST CHURCH

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the SILVER VALLEY BAPTIST CHURCH, hereinafter referred to as CHURCH and SILVER VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as SVUSD.

A. PURPOSE:

The purpose of this MOU is to provide a process between CHURCH and the SVUSD to provide a mutually beneficial facility use agreement for CHURCH meetings. The buildings used by the CHURCH are 2 portable classrooms and 1 portable toilet building located at 340 West Williams St., Yermo, CA 92398.

B. SVUSD SHALL:

1. Provide utilities for the buildings at 340 West Williams St., Yermo, CA.
2. Maintain buildings and utilities in working condition.
3. Generate monthly invoices to CHURCH for water and power usage, based on direct cost of utilities plus 2.5% administrative fee.

C. CHURCH SHALL:

1. Provide a Certificate of Liability Insurance naming Silver Valley Unified School District as Additional Insured. Policy shall verify that the CHURCH has general liability insurance applicable to bodily injury and property damage with a limit of liability of at least \$1,000,000 per occurrence, \$3,000,000 annual aggregate.
2. Maintain security of the buildings. If keys are lost or damaged, there will be a \$15.00 replacement fee.
3. CHURCH will maintain cleanliness of buildings and site.
4. Payment for utility costs will be made within 30 days of receiving the invoice. Payments will be made to SVUSD.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Meeting rooms and restroom facilities will only be used for official CHURCH meetings. Currently, CHURCH has requested use of facilities on Sundays from 9:00 a.m. – 1:00 p.m., Sundays from 5:30 p.m. to 8:00 p.m., and Wednesdays from

6:00 p.m. – 8:00 p.m. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed. Any modifications will be approved by SVUSD Governing Board at a normally scheduled Board meeting.

2. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

SVUSD:

Katie Hylton, Director, Maintenance
khylton@svusdk12.net
(760)254-1343

Debbie Ehresman, Accounts Receivable Tech
dehresman@svusdk12.net
(760)254-1320

Mailing Address
P.O. Box 847

Physical Address
35320 Daggett-Yermo Rd.
Yermo, CA 92398

CHURCH:

Pastor Gino A. Abaldo
pastorsvbc@yahoo.com
(760)553-6409

Mark Asay
markasay@ironwood.org

Mailing Address
P.O. Box 610
Yermo, CA 92398

4. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and will not expire unless the modification or termination clause is invoked by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: SILVER VALLEY BAPTIST CHURCH

Date: _____
Name and Title: _____

FOR: SILVER VALLEY UNIFIED SCHOOL DISTRICT

Date: _____
Name and Title: _____