

MEMORANDUM OF UNDERSTANDING

WEED RECREATION AND PARKS DISTRICT AND WEED UNION ELEMENTARY SCHOOL DISTRICT

This agreement is entered into July 1, 2026 ("Effective Date") by and between Weed Recreation and Parks District (WRPD) and Weed Union Elementary School District (WEUSD). WRPD and the WUESD may be referred to individually as "Party" and collectively as "Parties."

Subject to the terms of this MOU, **WRPD** shall allow **WEUSD**, use of the facilities noted below to hold their Community Day School on dates and times mutually agreed upon by the Parties commencing on July 1, 2026, and continuing through June 30, 2027, unless terminated sooner in accordance with the terms of this MOU or extended to a date mutually agreed upon in writing by the Parties.

WEUSD shall:

- A. use the District property as specified below located at the Weed Community Center (WCC) at 161 East Lincoln Avenue, Weed, California:
 - 1. **WCC Computer Classroom:** This room will serve as the primary classroom.
 - 2. **WCC Hallway Bathrooms:** The bathrooms are located immediately adjacent to the classroom.
 - 3. **WCC Kitchen:** To be used for storing student/staff meals in designated areas in the refrigerator or freezer; and the microwave for reheating food as necessary. ONLY WUESD employees are allowed to enter the kitchen. Students are not allowed in the kitchen.
 - 4. **WCC Patio:** To be used for PE activities ONLY when Grand Room is not in use.
 - 5. **WCC Rec Room:** To be used for PE activities. Any equipment in the room may be used but must be returned at the end of each class period. Shoes must be taken off and left at the side of the room. If footprints or other dirt are left on the rubber flooring, WUESD will be responsible for clean up.
 - 6. **Charlie Byrd Park:** To be used ONLY when not rented for a private event.
 - 7. **WCC Pool:** Pool use is allowed only under the supervision of a certified lifeguard employed by WRPD. WRPD will bill WUESD for use of the pool in a separate invoice.
- B. provide necessary furniture and set up for the classroom.
- C. collect trash daily from the classroom and place in outside dumpster All boxes must be broken down.
- D. provide WRPD with their school calendar by the effective date of this agreement.
- E. report any adjustments needed to heating/cooling of classroom.

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- F. maintain in force and shall provide the WRPD evidence of insurance in accordance with #2 below in the form of an insurance certificate and endorsement as noted below under Insurance Requirements.
- G. be responsible for staff and/or volunteers who are using the office and shall immediately report to the WRPD District Administrator any damage done to WRPD property.

WRPD shall:

- A. be responsible for providing heating and cooling to the office.
- B. provide garbage cans, bags, and garbage service.
- C. be sure restrooms are in working order, clean, and have all necessary supplies
- D. upon request provide tables and chairs.
- E. upon request provide keys. If any WRPD keys are lost, WUESD will be billed for replacement and rekeying of doors if necessary.
- F. coordinate any necessary repairs and maintenance.

PARTIES agree:

- A. continued use of the space can be considered at the conclusion of the contract term.

- 1) **INDEMNIFICATION:** **WEUSD** shall indemnify, defend, and hold harmless **WRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **WEUSD'S** use or occupancy of a facility or property controlled by the **WRPD**, unless solely caused by the gross negligence or willful misconduct of **WRPD**, its officers, employees, or agents.
- 2) **INSURANCE REQUIREMENTS:** General liability insurance: **WEUSD** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a) Such insurance shall name **WRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. **WEUSD** shall file certificates of such insurance with the **WRPD**, which shall be endorsed to provide thirty (30) days' notices to the **WRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **WRPD** may deny access to the facility.
 - b) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

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assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **WRPD's** self-insurance pool.

- c) Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **WEUSD** maintains higher limits than the minimums shown above, the **WRPD** requires and shall be entitled to coverage for the higher limits maintained by the **WEUSD**. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to **WRPD**.

3) **COMPLIANCE WITH ALL APPLICABLE LAW, RULES & REGULATIONS**

- a) **WEUSD** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b) **WEUSD** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- c) **WEUSD** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d) **WRPD** reserves the right to immediately revoke **WEUSD** right to use of the facility under this agreement should **WEUSD** fail to comply with any provision of this section.

- 4) **FORCE MAJEURE EVENT:** Notwithstanding anything to the contrary contained in this agreement, the **WRPD** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. **WEUSD** waives any right of recovery against **WRPD**; and **WEUSD** shall not charge results of "acts of God" to **WRPD**, its officers, employees, or agents.

5) **GENERAL INFORMATION**

- a) **WEUSD** shall be held responsible for the condition of the facility and the conduct of the group using the facility.
- b) **WEUSD** shall not deface or otherwise mark or damage the **WRPD** property.

6) **SUPERVISION**

- a) Direct supervision of students at all times is to be provided by the **WEUSD**.

7) **FEES:**

- a) Rental Fee: \$2,550 per month or a prorated amount for partial months. **Total Lease: \$25,227.15 for 12-month period.**

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- (1) to pay any other WRPD invoices related to this MOU within 30 days of receipt of the invoice.
- ii) Storage Fee: When school is not in session, to keep the room set up as a classroom, \$357 per month or a prorated amount.
- iii) **WEUSD** agrees to make payment by the 10th of each month for the upcoming month's rent as follows:
 - (1) **\$357 - July 2026 – Storage Fee**
 - (2) **\$1,278.06 – August 2026 – Prorated Storage & Rental Fees**
 - (a) \$207.06 (\$357 x 58%) Storage Fee + \$1071.00 (\$2,550 x 42%) Rental Fee
 - (3) **\$22,950 = (9 months x \$2,550/month) - September 2026, October 2026, November 2026, December 2026, January 2027, February 2027, March 2027, April 2027, May 2027**
 - (4) **\$642.09 – June 2027 – Prorated Storage & Rental Fees**
 - (a) **\$310.59 (\$357 x 87%) Storage Fee + \$331.50 (\$2,550 x 13%) Rental Fee**
- 8) MOU may be amended only by a written document signed by the Parties.
- 9) The Parties agree that this MOU is a complete statement of their entire agreement and supersedes all previous communications between them.

Jon Ray, Superintendent
Weed Union Elementary School District

Nancy Miller, District Administrator
Weed Recreation & Parks District

Date: _____

Date: _____