

**CONTRACT BETWEEN THE INTERNATIONAL CHURCH OF THE
FOURSQUARE GOSPEL dba PACIFICA FOURSQUARE CHURCH
AND THE PACIFICA SCHOOL DISTRICT
FOR USE OF UNUSED BUILDING SPACE AT LINDA MAR EDUCATIONAL
CENTER**

This Contract is entered into April 1, 2016 by and between the Pacifica School District, hereinafter known as “DISTRICT”, and the International Church of the Foursquare Gospel dba Pacifica Foursquare Church, hereinafter known as “CONTRACTOR”.

RECITALS

WHEREAS, the DISTRICT desires that the building space at Linda Mar Educational Center be well utilized; and

WHEREAS, DISTRICT desires to engage CONTRACTOR, including its employees and volunteers, if any, in utilizing unused district building space, and CONTRACTOR has offered to utilize the unused space on the terms and in the manner set forth herein;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Contract, the parties agree:

SECTION 1. TERM and LOCATION

- 1.1 The term of this Contract shall be for 15 months, commencing on April 1, 2016 and terminating on June 30, 2017.
- 1.2 Each party will notify each other by May 1, 2017 of its intent to renew this contract.
- 1.3 Contract shall be for use of the following unused district building space:

Linda Mar Educational Center – exclusive use of the multipurpose room, one nearby classroom, the library, storage room as described in Exhibit A
- 1.4 The CONTRACTOR may request the occasional use of additional space at Linda Mar Educational Center, if available, through the DISTRICT’S Facilities Use Permit process. Applicable charges will apply.

- 1.5 The CONTRACTOR may make use of outside space at Linda Mar Educational Center for such purposes as parking in designated areas of the asphalted area. Use of the field shall be requested through the facilities use application process and be subject to its rules, availability, and costs.

SECTION 2. USAGE FEE

- 2.1 In consideration for use of property described above the CONTRACTOR will pay the DISTRICT \$4,820 monthly. This usage fee will be due to the DISTRICT by the 15th of every month.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

- 3.1 CONTRACTOR shall make all arrangements for and be financially responsible for all custodial work required to maintain PREMISES in clean, orderly, and sanitary condition at all times during the term of this Contract.
- 3.2 If CONTRACTOR does not maintain PREMISES in clean, orderly, and sanitary condition, DISTRICT may, but shall not be obligated to, have the PREMISES cleaned and charge all costs associated with such cleaning to the CONTRACTOR.
- 3.3 DISTRICT will not be responsible for any loss, inconvenience, annoyance, or damage to CONTRACTOR because of such cleaning.
- 3.4 The CONTRACTOR will not create excessive noise or otherwise disturb the surrounding neighborhood. The CONTRACTOR will make use of parking on the school grounds and not utilize street parking for events and gatherings.
- 3.5 The CONTRACTOR will obey all laws and policies that govern school district property including those laws and policies applying to possession and use of alcohol and tobacco (such as, for example, Board Policy 3513.3, Tobacco-Free Schools). The CONTRACTOR will follow all California Education Code and other local, state, and federal laws and policies that pertain to school property.

- 3.6 The CONTRACTOR agrees to follow all state fingerprinting laws, if applicable.
- 3.7 The CONTRACTOR shall be responsible for the security of building space it uses and shall not hold the DISTRICT responsible for any theft or damage to property. In addition, if DISTRICT property is damaged or stolen due to a negligent act of the CONTRACTOR, the CONTRACTOR shall be responsible for its repair or replacement.
- 3.8 The CONTRACTOR will be responsible for any and all costs associated with telephone hookup and monthly service costs.
- 3.9 The CONTRACTOR shall obtain written permission from the DISTRICT for any physical modification of any interior or exterior space at Linda Mar Educational Center. This includes attachments to walls, doors, paint, and any modification to electrical and mechanical systems.
- 3.10 The CONTRACTOR will maintain responsibility for the safe use, care, and cleanliness of the building space it occupies.
- 3.11 The CONTRACTOR will not allow a group that is not associated with the CONTRACTOR to use the PREMISES without prior DISTRICT written approval. The CONTRACTOR agrees to fully indemnify the DISTRICT against any claim or injury by any group that uses the PREMISES.
- 3.12 CONTRACTOR represents and warrants that it will:
- a) Procure all necessary permits and licenses, pay all charges and fees, and give all notices, which may be necessary, and incidents to the due and lawful prosecution of its intended use of the building space.
 - b) Keep itself fully informed of all existing and future Federal, State of California, and local laws, ordinances, regulations, orders, and decrees which may affect its use of building space;
 - c) At all times observe and comply with, and cause its employees, volunteers, members, visitors, and contractors (and consultants), if any, who are present on the Linda Mar Educational Center site to observe and comply with, the laws, ordinances, regulations, orders and decrees mentioned above; and
 - d) Report immediately to the DISTRICT Chief Business Official, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and decrees mentioned above in relation to its use of the assigned space.

- 3.13 The CONTRACTOR shall provide the DISTRICT access to the PREMISES for maintenance and other inspection purposes.
- 3.14 The CONTRACTOR will not use any space at Linda Mar Educational Center as a Kindergarten through eighth grade private school in competition with any DISTRICT educational program.

SECTION 4. RESPONSIBILITIES OF THE DISTRICT

- 4.1 The Superintendent will represent the DISTRICT for all purposes under this Contract. The Chief Business Official is the designee for the Superintendent. The designee will supervise the performance, progress, and execution of the CONTRACTOR'S use of the assigned space.
- 4.2 In the event the DISTRICT should determine from any source, including but not limited to information submitted by the CONTRACTOR under this Contract or any evaluation report from any source, that there is a condition, which requires correction, DISTRICT may forward to CONTRACTOR requests for corrective action. Such requests shall indicate the nature of the issues which are to be reviewed to determine the need for corrective action and may include a recommendation as to the appropriate corrective action. Within thirty (30) days of DISTRICT'S request, CONTRACTOR shall submit its response, which shall include its views of the problems and proposed action, if any. Upon requests of either party, the parties shall meet to discuss any such request and response within the thirty (30) day period specified.
- 4.3 DISTRICT shall be responsible for maintenance of roof, exterior doors, exterior walls, plumbing and electrical systems, flooring and heating systems, and foundations; unless damage to any of the items listed herein is caused in part or in whole by the act, neglect, fault or omission of any duty by CONTRACTOR, its employees, agents, invitees, licenses or contractors, in which case CONTRACTOR shall be responsible for the cost of such repairs. DISTRICT shall, at all times, maintain the PREMISES in good and safe condition. DISTRICT shall be responsible for all repairs required.
- 4.4 The DISTRICT shall pay for the CONTRACTOR'S usage of electricity, water, sewer, and natural gas at the site.

SECTION 5. INDEMNITY

- 5.1 It is agreed that the CONTRACTOR shall defend, hold harmless and indemnify the DISTRICT, its officers, agents and/or employees from any

and all liability, damage, cost, expense, and/or claims for injuries to persons and/or damage to property which arise from the CONTRACTOR'S use of the PREMISES (including ingress and egress to the PREMISES), and for such liability, damage, cost, expense, and/or claims arising from the negligent acts or omissions of the CONTRACTOR, its officers, agents and/or employees. This indemnification shall apply to the entire Linda Mar Educational Center, including all exterior and interior spaces and occasional authorized building use of additional site or district facilities

- 5.2 It is agreed that the DISTRICT shall defend, hold harmless and indemnify the CONTRACTOR, its officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries to persons and/or damage to property which arise from the DISTRICT'S use of the PREMISES (including ingress and egress to the PREMISES), and for such liability, damage, cost, expense, and/or claims arising from the negligent acts or omissions of the DISTRICT, its officers, agents and/or employees.

SECTION 6. WAIVERS

- 6.1 The waivers by either party of any breach or violation of any covenant, term, condition or provision of this Contract, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, condition or provision of this Contract or of any applicable law or ordinance.
- 6.2 No payment, partial payment, acceptance, or partial acceptance by DISTRICT will operate as a waiver on the part of DISTRICT of any of its rights under this Contract.

SECTION 7. INSURANCE

- 7.1 CONTRACTOR, at its sole cost and expense, will obtain and maintain, in full force and effect during the term of this Contract, personal liability insurance coverage of not less than one million dollars (\$1,000,000) insuring not only CONTRACTOR and its contractors, if any, but also, with the exception of workers' compensation, employer's liability, and professional liability insurance, naming DISTRICT as an additional insured concerning CONTRACTOR'S performance under this Contract.

- 7.2 Any and all contractors of CONTRACTOR retained to perform Services will obtain and maintain, in full force and effect during the term of this Contract, identical insurance coverage, naming DISTRICT as an additional insured under such policies as required above.
- 7.3 Certificates of such insurance will be filed with DISTRICT concurrently with the execution of this Contract. The certificates will be subject to the approval of DISTRICT'S Chief Business Official and will contain an endorsement stating that the insurance is primary coverage and will not be canceled or altered by the insurer except after filing with the DISTRICT'S Chief Business Official thirty (30) days' prior written notice of such cancellation or alteration, and that the Pacifica School DISTRICT is named as an additional insured except in policies of workers' compensation, employer's liability, and professional liability insurance. Current certificates of such insurance will be kept on file at all times during the term of this Contract with the Chief Business Official.
- 7.4 The procuring of such required policy or policies of insurance will not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions of this Contract. Notwithstanding the policy or policies of insurance, CONTRACTOR will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Contract, including such damage, injury, or loss arising after the contract is terminated or the term has expired.

SECTION 8. WORKERS' COMPENSATION

- 8.1 CONTRACTOR, by executing this contract, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing the performance of the Services.

SECTION 9. TERMINATION OR SUSPENSION OF CONTRACT OR SERVICES

- 9.1 The Superintendent may suspend, in whole or in part, or terminate this Contract, by giving ninety (90) days prior written notice thereof to CONTRACTOR.
- 9.2 CONTRACTOR may suspend, in whole or in part, or terminate this Contract by giving ninety (90) days prior written notice thereof to DISTRICT.

SECTION 10. ASSIGNMENT

- 10.1 This Contract is for the use of assigned space by the CONTRACTOR; therefore, CONTRACTOR will not assign, transfer, convey or otherwise dispose of this Contract or any right, title or interest in or to the same or any part thereof without the prior written consent of DISTRICT. A consent to one assignment will not be deemed to be a consent to any subsequent assignment. Any assignment made without the approval of the Superintendent will be void and, at the option of the Superintendent, this Contract may be terminated. This Contract will not be assignable by operation of law.

SECTION 11. NOTICES

- 11.1 All notices hereunder will be giving in writing and mailed, postage prepared, by certified mail, and addressed as follows:

To DISTRICT: Office of the Superintendent
Pacifica School District
375 Reina Del Mar Avenue
Pacifica, CA 94044

To CONTRACTOR: Senior Pastor
830 Rosita Road
Pacifica, CA 94044

SECTION 12. CONFLICT OF INTEREST

- 12.1 In accepting this Contract, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

- 12.2 CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any contractor or persons having such an interest. CONTRACTOR certifies that no person who has or will have any financial interest under this Contract is an officer or employee of DISTRICT. This provision will be interpreted in accordance with the applicable provisions of the Government Code of the State of California.

SECTION 13. MISCELLANEOUS PROVISIONS

- 13.1 CONTRACTOR represents and warrants that it has knowledge of the requirements of the Americans with Disabilities Act of 1990, and the Government Code and the Health and Safety Code of the State of California, relating to access to public buildings and accommodations for disable persons, and relating to facilities for disabled persons. CONTRACTOR will comply with or ensure by its advice that compliance with such provisions will be effected in the performance of this Contract.
- 13.2 This Contract will be governed by the laws of the State of California, excluding its conflicts of law.
- 13.3 In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States District Court for the Northern District of California in the County of San Mateo, State of California.
- 13.4 The prevailing party in any action brought to enforce the provisions of this Contract may recover its reasonable costs and attorney's fees expended in connection with that action.
- 13.5 This document represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.
- 13.6 All provisions of this Contract, whether covenants or conditions, will be deemed to be both covenants and conditions.
- 13.7 The covenants, terms, conditions and provisions of this Contract will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and contractors, as the case may be, of the parties.
- 13.8 If a court of competent jurisdiction finds or rules that any provision of this Contract or any amendment thereto is void or unenforceable, the

unaffected provisions of this Contract and any amendments thereto will remain in full force and effect.

- 13.9 All exhibits referred to in this Contract and any addenda, appendices, attachments, and schedules which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and will be deemed to be a part of this Contract.
- 13.10 This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Contract on the date first above written.

ATTEST

“PACIFICA SCHOOL DISTRICT”

By: _____
Josephine Peterson
Chief Business Official

**“INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
dba PACIFICA FOURSQUARE CHURCH”**

By: _____

ATTACHMENTS:

EXHIBIT “A”: Site map of Linda Mar Educational Center designating the
spaces agreed upon for use by the “CONTRACTOR”