

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**  
3939 Thirteenth Street/P.O. Box 868  
Riverside, California 92502

**AGREEMENT FOR USE OF FACILITIES  
OWNED BY THE SUPERINTENDENT**  
(District Expense)

This Agreement is effective **July 1, 2017**, and is made and entered by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT," and the **Perris Union High School District** of Riverside County, hereinafter referred to as the "DISTRICT";

**WITNESSETH:**

1. The term of this agreement shall be for five years, commencing **July 1, 2017**, to and including **June 30, 2022**, unless terminated sooner by either party giving 90 days' notice of intent to terminate. The SUPERINTENDENT shall issue annual modifications for each fiscal year.
2. The SUPERINTENDENT agrees to provide for DISTRICT use the following classroom(s) owned by the SUPERINTENDENT:

<b>Location</b>	<b>Classroom(s)</b>
<b>Paloma Valley High School</b>	One (1) Classroom

The SUPERINTENDENT shall not furnish items of equipment or perform capital improvements under this contract.

3. The DISTRICT shall provide, during the term of this agreement, insurance on district-owned equipment including fire and theft.
4. DISTRICT shall be responsible for providing custodial services, routine maintenance and repairs for the facility.
5. DISTRICT shall pay for all utilities used by the DISTRICT.
6. The DISTRICT agrees to pay the SUPERINTENDENT the amount of **\$2,000.00** per classroom unit per year. The total amount of this contract for fiscal year **2017-18** shall not exceed **\$2,000.00** and is payable to SUPERINTENDENT within forty-five (45) days from receipt of an invoice.

7. INDEPENDENT CONTRACTOR: The DISTRICT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the SUPERINTENDENT.
8. ASSIGNMENT OF CONTRACT: The DISTRICT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the SUPERINTENDENT and all sureties who have executed bonds on behalf of the DISTRICT in connection with this contract.
9. MUTUAL HOLD HARMLESS: The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
10. CHANGES: This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
  - a. Administrative changes.
  - b. Changes as required by law.

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

**Riverside County Superintendent  
of Schools**

**Perris Union High School District**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Diana Walsh-Reuss, Associate Superintendent  
Division of Student Programs and Services  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_