

THIS ITEM WAS APPROVED BY
THE FACILITY COMMITTEE



Board Agenda Item #	Agenda II E - Consent Item
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Erdinc Acar, Regional Director
RE:	Ratification of the facility use agreement between MCN and MSA-SD

Proposed Board Recommendation

I move that the board authorizes the CEO and Superintendent of MPS, to negotiate and sign the contract extension regarding the facility use agreement between Mission Church of Nazarene (MCN) and MSA-SD through October 31, 2017.

Background

Magnolia Science Academy San Diego has been constructing its permanent site at the 6525 Estrella Ave at a land leased through SDUSD. Delays in the construction necessitate the school to start at a temporary site at Mission Church of Nazarene. The initial facility rental agreement with MCN is on a weekly basis for approximately two weeks. Expected delays in the construction will increase the contract lease amount over \$25,000 requiring board approval for the revised contract.

Based on General Contractor's recent update, the school is expected to move to the new site before October 30, 2017. Extension of the lease agreement between MSA-SD and MCN is needed for continued operations of the school.

Budget Implications

Weekly lease amount is estimated at \$8,595.
Funding Source: General Funds
Not included in the 2017-18 Adopted Budget

How Does This Action Relate/Affect/Benefit All MSAs?

No perceived effects on other MSAs.

Name of Staff Originator:

Erdinc Acar, Regional Director

Attachments (2)

1. MCN Building/Facility Lease Agreement
2. MCN Facility Facility Rental Fee Schedule

BUILDING/FACILITY USE AGREEMENT

Contract Issued Date:

Event Title/Purpose: Magnolia Science Academy Charter School

Event Dates and Times: September 30 through Oct 30 2017

Special Equipment Needs: Tables, Chairs as discussed

Special Personnel Needs: Non except janitorial

Renter Name: Gokhan Serce, Principal

Address: 6525 Estrella Ave, San Diego California

Contact: Gokhan Serce, Principal

Phone: (619) 644-1300

Fax: (619) 327-2764

E-mail: gserce@magnoliapublicschools.org

Terms and Conditions

It is agreed between Mission Church of the Nazarene, hereinafter "MCN" and Magnolia Science Academy-SD hereinafter "MSA" and referred to as RENTER, that MCN shall allow MSA access and the use of the FACILITY as conditioned and described below, subject to all the policies and conditions of MCN.

Renter and MCN agree as follows:

1. RENT. By signing this agreement, Renter agrees to pay a fee of \$ per attached fee schedule and agrees to pay, upon receipt of final billing, for all services provided including services requested after signing this agreement. Checks will be made payable to Mission Church of the Nazarene.
2. Renter agrees to be responsible for any damage done to any MCN facilities and/or equipment by Renter and/or any of Renter's guests, including, but not limited to, event participants, employees, or independent contractors, during the course of Renter's event.
3. MCN does not guarantee the safety of any items left on the premises by the Renter and/or guests prior to, during, or following Renter's function.
4. Renter agrees to return facilities and equipment to original condition at the end of the day. Failure to do so will result in an additional fee of \$25.00 per room per day. This fee will be waived upon mutual agreement of schedule when Renter is returning to use the FACILITY the next day.
5. Renter shall carry liability insurance in an amount of not less than \$3,000,000 and shall name MCN as additional insured. Renter shall provide MCN with a Certificate of Insurance. Renter shall indemnify, defend, and hold MCN harmless from and against any and all damages, claims, judgments, and costs (including attorney fees) arising from:
 - a. Renter's use of MCN facilities and/or equipment.
 - b. Renter's activities while using MCN facilities and/or equipment.
 - c. Anything done, permitted or suffered by Renter and/or Renter's guests.
 - d. Renter's failure to perform any part of this agreement.
 - e. Any other reason caused by Renter.
6. Renter understands that alcoholic beverages and illegal drugs are prohibited on MCN property and that smoking is not permitted inside any buildings. Renter agrees to monitor the activities of Renter's guests to insure that there is no violation of this policy.

7. Renter represents that no conduct or activity in MCN's FACILITY will be disruptive or violate any ordinance or law, or impact the operation of the Preschool located on the property.
8. MCN reserves the right to assign equivalent alternative space for Renter's function in the event that the facility originally designated for such function shall become unavailable. In the unlikely event that equivalent alternative space is not acceptable to Renter, Renter may renegotiate a new rate or cancel this agreement.
9. The undersigned understands and agrees that this Building/Facility Use Agreement does not establish an employer-employee relationship between Renter and MCN, that the event is neither a conducted event nor sponsored event of MCN. In addition, it is understood that MCN will not exercise any physical or other control over the operation of the event other than those spelled out in this Building/Facility Use Agreement. Renter understands that MCN is not providing any supervision of the event by this agreement.
10. If either party should bring an action to enforce any of the terms, conditions, or promises in this agreement, the prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs.
11. Renter has the right to cancel this agreement up to 72 hours before the scheduled date. If Renter cancels within the 72-hour period before the scheduled event, Renter agrees to pay 50% of the estimated charges as liquidated damages for the first day.

[] Renter understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for Renter's planned used, and that Renter accepts the FACILITY in an AS IS condition. Renter has inspected the FACILITY to be used and has independently determined that it is suitable and safe for their particular purpose. Renter to initial box at left.

[] Tenant may extend the term by 2 weeks periods upon not less than 1 week of prior written notice, at which time the option to extend will be deemed irrevocable. The extension terms will be on the same terms and conditions as the agreement. Landlord to initial box at left.

I, the undersigned, have read this agreement and understand it is a legal contract and agree to abide by its contents. I also certify that I may act as agent for Renter in matters of contract and financial encumbrance.

Renter/Agent for Renter.
 Name: Caprice Young
 Signature: _____
 Title: CEO and Superintendent
 Date: _____

Agent for Mission Church of the Nazarene
 Name: _____
 Signature: _____
 Title: _____
 Date: _____

Please sign and return to Lead Pastor or their designee. Contract not valid until signed by MCN Agent.

Mission Church of the Nazarene

4750 Mission Gorge Place

San Diego, CA 92120

619-287-3211

Magnolia Science Academy Weekly Facility Rental

Service	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Comments	# of Days	Daily Rate	Total
Fellowship Hall Rental (3/4)			X	X	X	X	X		5	\$ 450.00	\$ 2,250.00
Fellowship Hall No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (45.00)	\$ (135.00)
Youth Bungalow West Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Youth Bungalow West No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Youth Bungalow NE Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Youth Bungalow NE No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Youth Bungalow SE Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Youth Bungalow SE No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Foyer Office			X	X	X	X	X		5	n/c	\$ -
		RS	no	no	no	no	RS			\$ -	\$ -
After School Program			X	X	X	X	X		5	n/c	\$ -
Room 210 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 210 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 209 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 209 No Re-Set (cr)		RS	RS	no	no	no	RS		3	\$ (15.00)	\$ (45.00)
Room 208 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 208 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 206 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 206 No Re-Set (cr)		RS	no	no	RS	no	RS		3	\$ (15.00)	\$ (45.00)
Room 202 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 202 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 203 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 203 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 204 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 204 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 109 Rental			X	X	X	X	X		5	\$ 130.00	\$ 650.00
Room 109 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Room 110 Rental			X	X	X	X	X		5	\$ 100.00	\$ 500.00
Room 110 No Re-Set (cr)		RS	no	no	no	no	RS		4	\$ (15.00)	\$ (60.00)
Playground Grass area			X	X	X	X	X		5	\$ 75.00	\$ 375.00
Calendar Period Total											<u>\$ 8,595.00</u>