

MASTER SERVICES AGREEMENT

Effective Date: July 11, 2024

Parties: Ashland School District ("District")
885 Siskiyou Blvd
Ashland, OR 97520

Sunstone Housing Collaborative ("Sunstone")
An Oregon Nonprofit Corporation
1467 Siskiyou Blvd #79
Ashland, OR 97520

RECITALS

- A. The District and Sunstone acknowledge that the District's service area suffers from a lack of affordable housing.
- B. Sunstone is an Oregon Nonprofit Corporation formed to research, conceptualize, solicit, market, and fundraising for affordable housing projects targeting potential future uses of school-owned surplus property to increase enrollment.
- C. The District desires to engage Sunstone's services to consult with the District and advocate on the District's behalf to identify a buyer of certain surplus District-owned real estate (the "Property"), and to facilitate the redevelopment of the Property by the third-party buyer or its affiliate ("Developer") into affordable housing to increase enrollment ("Project"). Such sale may be conditioned, as the District sees fit, on such post-closing development of the Project. The District shall have no monetary obligation in connection with the Project unless the District elects otherwise in its sole discretion.
- D. The District and Sunstone wish to define the particulars of their arrangements regarding the services and obligations that each will perform in furtherance of the Project.

Now, therefore, the District and Sunstone agree as follows:

1. General Operations and Provisions

- a. The District hereby exclusively engages Sunstone on a volunteer basis to perform the services stated herein and such other services the parties may mutually agree upon in connection with the Project ("Services". Sunstone will use its best efforts to perform the Services consistent with this goal and other parameters that may be specified by the District from time to time. Sunstone is an independent contractor and shall not act as the District's agent, but may act as the District's contractor in furtherance of the Project consistent with the terms of this Master Service Agreement.

- b. Sunstone, on a volunteer basis, shall provide other support for the District as needed as mutually agreed upon by the parties, subject to the parties' respective legal obligations and limitations.
- c. This Agreement shall commence on the Effective Date, and continue for a period of twenty-four (24) months. Notwithstanding the foregoing, the parties may mutually agree to extend this Agreement on an annual basis.

2. Research and Development

- a. In furtherance of the Project, Sunstone will conduct research into issues related to the Project, including identifying models and best practice(s). Research may include: data collection on housing projects generally as well as those operated in conjunction with a school district; meet with experts regarding low income and affordable housing best practices; study existing and emerging research on affordable housing; research contractors capable regarding potential solutions to meet the District's specific needs; develop list of designers/developers/contractors/etc. capable of working on the Project; collaborate with agencies and organizations currently serving BIPOC and marginalized or underrepresented communities; develop needs criteria based on consultations with various constituents including City agencies and elected officials. Sunstone shall report to the District the status of such Services from time to time as requested by the District.
- b. Sunstone has hired at its own cost and for its own purposes an appraiser to assess the market value of the Property intended to be used for this Project. The District shall be an identified third party beneficiary of such appraisal with rights of use.
- c. Sunstone shall use the results of this research and its findings in developing the RFP (defined in 4 below) and presenting to the District plans/proposals/specifications that best meet the goals of the Project.

3. Concept

- a. Sunstone shall, at no cost to the District, engage an architect to develop conceptual designs for the Property, as well as engage with the Planning Department and other City agencies to ensure that development complies with applicable code requirements. Sunstone shall conceptualize the Project and present its concept and the architect's work product to the District for approval.

4. RFP

- a. Sunstone shall develop for District approval and issuance a request for proposal ("RFP") for a Developer to purchase the land and bring the Project (as conceptualized) to fruition.
- b. Sunstone has, at no cost to the District, selected and hired a qualified RFP administrator (HMK) to facilitate a competitive RFP process to select a Developer and property manager to develop and manage the Property.

- c. Sunstone shall collaborate with an RFP administrator to ensure that the RFP meets the District's requirements, including Project goals regarding equity, affordability, and family size minimum and compliance with applicable statutes.
- d. Sunstone shall manage the RFP Process and present comprehensive solutions, based on RFP responses, to the District that maximize property value, best use, and an integrated community.
- e. Based on District approval, Sunstone will advise the District on sale of property and contract negotiations with the District's attorney to handle the real property transaction.
- f. At District request, Sunstone will liaison with the developer both before and after sale to confirm the development is consistent with the RFP and the District's contract with the developer, including without limitation with regard to the compliance of developed housing with District contract requirements. Sunstone need not perform such liasoning after completion of construction of the Project.

5. Relationship Building/PR

- a. With regard to the Project, Sunstone will engage with community partners and surrounding constituents to build support and buy-in from neighbors and community generally; build support and trust among partners, including unions, medical providers, nonprofit, City organizations, media, faith-based organizations and local political figures.

6. Financial Commitment

- a. Sunstone will present to the District regular process updates and financials whenever requested, or in set intervals as requested by ASD Director of Finance.
- b. Sunstone shall be solely responsible for all costs and expenses incurred in performing its services hereunder. Sunstone shall fundraise through all available sources, including, but not limited to grants, donations, and loans, to fund its activities hereunder.
- c. Sunstone will be solely responsible for all fees and costs incurred in hiring the administrator and administering the RFP, Appraiser, Architect, and other consultants and professionals required to facilitate the preconstruction approvals as necessary prior to Developer purchase of land. Notwithstanding the foregoing, the District shall bear its own costs in reviewing all documentations and otherwise cover its own expenses hereunder.
- d. The District intends to sell the Property to an approved Developer at a to-be-determined price and conditions, in furtherance of the Project, and consistent with the selected RFP and resulting contract with the developer.

7. Confidentiality

- a. Sunstone acknowledges that it and its employees or agents may, in the course of performing Services under this Agreement, be exposed to or acquire information that is confidential to the District. Any and all information of any form designated as confidential obtained by Sunstone or its employees or agents in the performance of this Agreement (including without limitation any appraisal, any draft RFP, and any materials regarding or negotiations with any potential Developer), shall be deemed confidential information of the District ("Confidential Information"). Sunstone agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Sunstone uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third Parties or use Confidential Information for any purposes whatsoever other than in the performance of the Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Sunstone agrees that Sunstone will not at any time during or after the Term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement, or at the District's request, Sunstone will turn over to the District all documents, papers and other material in Sunstone's possession which contain Confidential Information. Upon termination of this Agreement, or at the District's request, Sunstone shall turn over to the District all documents, papers, and other materials in Sunstone's possession that contain Confidential Information. In the event Sunstone is required to disclose Confidential Information pursuant to a subpoena or other legal process, Sunstone shall immediately notify the District of such subpoena or other legal process, provide the District with copies of all related documentation, including the subpoena or other request for disclosure, and otherwise cooperate with the District. In the event the District decides not to oppose such subpoena or other legal process or the District's decision to oppose the subpoena or legal process has not been successful, Sunstone shall be excused from the requirements of this provision to the extent necessary to meet the demands of the subpoena or other legal process requesting disclosure of Confidential Information. The District, and not Sunstone, shall make any determination that Confidential Information is subject to disclosure under the Oregon Public Records Act or otherwise will be disclosed.

8. Liability

- a. Sunstone shall indemnify and hold the District harmless from its actions hereunder, including, but not limited to any claims arising from its fundraising efforts, consulting services, RFP process, or claims from any vendors.
- b. Sunstone will obtain and maintain reasonable insurance for its work upon the District's request, and prior to any entry onto the Property shall provide to the District a commercial general liability certificate with coverage of at least \$1,000,000 identifying the District as additional insured.

9. Termination

- a. If this Agreement is terminated without the Project proceeding and another potential project with a similar objective is not developed by Sunstone in the vicinity using the grant or donor funds, the District and Sunstone will work collaboratively to return unused funds to donors and/or grant-making institutions.
- b. If the District determines, in its reasonable discretion, that it needs appropriations to proceed with the Project for any reason, the District may terminate this Agreement if it fails to receive sufficient such appropriations.

10. Miscellaneous

- a. Notice. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, delivered by an overnight delivery service (with confirmation), or email provided that the sender does not receive an out of office or similar automatic response indicating that the message was undeliverable or that delivery may be delayed, to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

Sunstone:	Sunstone Housing Collaborative, an Oregon Nonprofit Corporation 1467 Siskiyou Blvd #79 Ashland, OR 97520 Attention: Krista Palmer Phone: 949.278.7665 Email: sunstonehousingcollaborative@gmail.com
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District:	Ashland School District 885 Siskiyou Blvd Ashland, OR 97520 Attention: Scott Whitman Phone: 541.482.2811 x1120 Email: scott.whitman@ashland.k12.or.us
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- b. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.
- c. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties. There are no third-party beneficiaries of this Agreement.
- d. Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes

all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

- e. Arbitration Required. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

Sunstone Housing Collaborative, an
Oregon Nonprofit Corporation

Ashland School District

By: _____
Its: _____
Title: _____
Date: _____

By: _____
Its: _____
Title: _____
Date: _____