

FACILITY USE AGREEMENT
between
SKAGIT VALLEY COLLEGE
and
COUPEVILLE SCHOOL DISTRICT #204

This agreement is made this 28th day of April, 2014, by and between Skagit Valley College, (hereinafter called SVC), and Coupeville School District #204, (hereinafter called CSD).

Purpose

CSD agrees to rent Coupeville Elementary School classroom E20 to SVC for operation of SVC's Early Childhood Education and Assistance Program (ECEAP). SVC will have exclusive use of classrooms E20 and E21 during the term of the agreement, access to restrooms in room E21, and access to the playground according to a schedule to be developed with the school principal.

Rent

SVC agrees to pay monthly rent to CSD in the amount of \$450 for use of rooms E-20 and E-21, custodial services, electricity, heat, and trash pickup.

If additional facilities are needed by SVC from time to time, SVC agrees to request use of such facilities in advance and to pay \$15 per hour for use of any additional classrooms or conference rooms.

Rental does not include telecommunication access, which SVC agrees to arrange independently. CSD will invoice SVC on the first of each month, with payment due by the last day of the month of invoice.

CSD authorizes SVC to maintain a storage shed no larger than 8'x10' on the grounds of Coupeville Elementary School, at a location designated by CSD, for the purpose of housing equipment for the ECEAP program. No additional rent will be charged. SVC agrees to remove the shed, at SVC's expense, within 30 calendar days of termination of this agreement.

CSD authorizes SVC to place a sign on district property, at a location directed by CSD, for a period of six weeks during the months of August and September to help advertise the ECEAP services.

Access by CSD

SVC agrees that CSD may have occasional access to the kitchen area in room E-21, following mutual agreement by CSD and SVC.

Term

This agreement will be effective on September 1, 2014 and will expire on June 30, 2015 unless terminated sooner or extended, as provided herein.

Termination/Extension

Either party may terminate this agreement upon thirty days written notice to the other party.

If SVC desires to extend the agreement for an additional term, the SVC contact person will notify CSD in writing by May 15, 2015.

Contacts

Each party to this agreement will designate a contact person for all communications and billings regarding the performance of the agreement.

The contact person for SVC is: ECEAP Director
Whidbey Island Campus
1900 SE Pioneer Way
Oak Harbor WA 98277
360-679-5347

The contact person for CSD is: James Shank, Superintendent
501 South Main Street
Coupeville WA 98239
360-678-2404

Insurance

For the term of the agreement, each party agrees to procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the agreement. SVC agrees to provide proof of Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. A statement from an insurance risk pool will be sufficient to meet this clause.

Indemnification / Hold Harmless

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, causes of action, losses, costs (including attorney fees), suits or judgments, arising out of injuries and damages caused by each party's own negligence.

SVC will not hold CSD responsible for theft or other losses of items stored inside the storage shed owned by SVC and located on the grounds of Coupeville Elementary School, or for any damages to the shed itself. If the shed causes damage to CSD property or to a third party, SVC will indemnify CSD.

Damage of Property

SVC shall permit no waste, damage or injury to the premises beyond normal wear. SVC agrees to reimburse CSD for all damages to facilities resulting from use thereof by SVC and/or its participants. CSD assumes no responsibility for loss, theft, or damage to personal property of SVC or any of its participants unless the loss is as a result of gross negligence by CSD. Any damage to the facility will be reported promptly to CSD.

Safety and Background Checks

SVC agrees to participate in all Coupeville Elementary School emergency drills and to teach children in ECEAP how to respond to alarms. CSD will provide SVC with the school schedules for bus traffic, lunches, and special programs to avoid conflict between operation of the regular education program and ECEAP. Fingerprint background checks are required for all staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults.

Agreement Changes, Modifications and Amendments

This agreement may be changed, modified or amended only by written agreement executed by both parties.

SKAGIT VALLEY COLLEGE

COUPEVILLE SCHOOL DISTRICT #204



Mick Donahue
Vice President, Whidbey Island Campus



James C. Shank
Superintendent

Date:

Date: April 28, 2014