

COOPERATIVE AGREEMENT

Between

KELSO SCHOOL DISTRICT

(Hereinafter referred to as the District)

And

LOWER COLUMBIA COLLEGE HEAD START

(Hereinafter referred to as HS)

1. PURPOSE

The purpose of this Agreement is to provide for the siting and use of modular classroom units on the District's property located at 401 Barnes Street, Kelso, WA 98626. This would facilitate the provision of a comprehensive program in the Kelso community to better enable the coordination of the HS program with those of the District and other community based services. By doing so, the parties hope to increase parent participation, provide better continuity between programs during transition, and to improve likelihood of success for students as they proceed into public school.

2. TERMS OF THE AGREEMENT

This Agreement shall be effective from July 1, 2017 to June 30, 2047 unless written notice of termination is provided to the other party. The District will allow HS continued use and occupancy of the leased or occupied premises during the entire term of the lease.

3. DISTRICT RESPONSIBILITIES

The District shall allow the use of land at Barnes Elementary School on the property shown in Exhibit 1.

The District shall provide playground space consistent with its own requirements.

The District shall maintain the grounds and playground areas on its property adjacent to the modular classrooms and those areas used by HS.

The District's in-kind contribution shall also include the following: use of the gymnasium as scheduled by the District consistent with its own program needs and use of bathroom and library facilities.

The District will provide the Regional Grants Management Officer at Health and Human Services ("HHS") a copy of any notice of default given to the grantee under the terms of the agreement and include the regional grants management officer's current address:

Regional Grants Management Officer
Office of Grants Management, Region 10
701 5th Avenue, Suite 1600, MS-72
Seattle, WA 98104

The District agrees that HHS has the right to cure any default under the lease or occupancy

agreement within the designated period to cure default; and,

The District agrees that the HHS has the right to transfer the lease to another interim or replacement grantee.

4. HEAD START'S RESPONSIBILITIES

HS will assure that the modular classrooms and related facilities meet all local, State and Federal regulations and codes as well as any standards expected by the District. The modular units are estimated to be approximately 5,000 square feet each.

HS will assume all costs related to the maintenance of the modular classrooms. The cost of custodial services will be provided by HS. Electrical costs will be paid by HS. HS will provide heating and lighting for the modular classrooms.

HS will provide the District with a certificate of insurance issued by a company currently licensed to do business in the State of Washington that is acceptable to the District. Insurance issued to HS through the State of Washington is acceptable to the District

The modular classroom units shall be construed as a severed improvement of HS and HS shall retain complete title to said unit notwithstanding its location on District real property during the term of this agreement. The parties agree to discuss the disposition of the modular classrooms at the end of this agreement. Relocation of the modular classrooms is the responsibility of HS.

HS will post notice of federal interest (NOFI) in clearly visible locations on the interior and exterior of the modular unit once it is installed, in accordance with Head Start regulations 45 CFR §1303.47. A copy of the NOFI will be submitted to the **Regional Grants Management Officer, Office of Grants Management, Region 10, 701 5th Avenue, Suite 1600, MS-72, Seattle, WA 98104** within ten days of its posting, per 45 CFR §1303.53.

5. PROHIBITION AGAINST ASSIGNMENT

Neither this agreement nor any interest therein may be assigned by either party without obtaining the written consent of the other party.

6. INDEMNIFICATION

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement

HS is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against HS and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. HS maintains professional liability insurance coverage which provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

7. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

8. TERMINATION

The intention of both parties is that this agreement be continued for a minimum of thirty years. Any party intending to withdraw from this agreement shall give notice of such action by June of the preceding year of intended termination.

9. WHOLE AGREEMENT

This Agreement is the complete statement of the agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party, except as a written addendum signed by an authorized agent of both parties.

LOWER COLUMBIA COLLEGE

By 
Nolan K. Wheeler

Title: Vice President of Administration

Date: 4/17/18

KELSO SCHOOL DISTRICT

By 
Scott Westlund

Title: Chief Financial and Operations Officer

Date: 4/24/18

Kelso School District - Barnes Exhibit 1

