

INTERLOCAL AGREEMENT FOR USE OF FACILITIES

LOWER COLUMBIA COLLEGE AND COWLITZ COUNTY PUBLIC FACILITIES DISTRICT

THIS AGREEMENT is entered into this 17th day of January, 2017 by and between Lower Columbia College, ("School"), and Cowlitz County Public Facilities District ("PFD"), a municipal corporation located in Cowlitz County, Washington.

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between public agencies, and;

WHEREAS, the PFD owns the Cowlitz County Regional Conference Center, located at 1900 7th Avenue, Longview, Washington 98632 (the "Facility"); and

WHEREAS, the School, in order to have a planned location for reunification of families and students should a catastrophic event occur, seeks to temporarily use such facilities in the event of such an emergency and for evacuation drills to prepare for such an emergency; and

WHEREAS, the School and the PFD recognize that the Facility provides a suitable location for reunification of families and students in the event of catastrophe and thus desire for the School to have temporary access to the Facility for such use in the event of emergency.

NOW, THEREFORE, in consideration of the benefits to be derived and the terms and conditions set forth herein, the School and the PFD do hereby promise and agree as follows:

1. Purpose of Use: The PFD grants the School a license to use the Facility for the purpose of emergency evacuation in the case of a catastrophic event, including but not limited to: (a) tornadoes, tsunamis, or other extreme weather event; (b) volcanic eruption; (c) fires; (d) earthquakes; (e) terrorist attacks; (f) or any criminal activity posing a threat to students, faculty, staff, and visitors. This permission also extends to use of the Facility for evacuation drills. The Facility will be used as a temporary station that School students, staff, and visitors can evacuate to in the case of a threat to safety at School facilities. The Facility may also be used to conduct a family reunification process in which the parents of School students may be asked to retrieve their students and take them home from the temporary site.
2. School Use: The School's use of the Facility will be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations, including those with regard to discrimination. The School agrees that during the use of the Facilities it will:
 - 2.1 Provide personnel to supervise students, staff, and visitors of the School.
 - 2.2 Not allow litter or debris, keep the Facility reasonably clean during use, and return the Facility to its condition prior to use, less ordinary wear and tear.
 - 2.3 Not allow the use of alcohol, illegal drugs, and tobacco by students or staff while at the Facility.

- 2.4 Not allow building exits to be blocked for any reason.
 - 2.5 Not allow parking except in designated areas.
 - 2.6 Provide vehicle and pedestrian traffic management sufficient to ensure safe and orderly movement of vehicles and people.
 - 2.7 Not allow access to areas not specified for use in this Agreement.
3. Duration. The term of this Agreement will be five years, unless either party terminates the Agreement pursuant to Section 4 herein.
 4. Termination. This Agreement may be terminated by the School or by the PFD upon written notice to the other party at least thirty (30) days in advance of the intended termination date.
 5. Notice. The School agrees that it must obtain prior permission from the PFD designee named in Section 13 before conducting evacuation drills at the Facility. In the event of an emergency requiring School use of the Facility per Section 1, the School will make reasonable efforts to communicate to the PFD designee prior to the arrival of students, staff, or third parties at the Facility that the Facility will imminently be used for an evacuation and/or reunification.
 6. No Entity Created. Pursuant to RCW 39.34.030(3)(b), this Agreement does not create a separate legal entity.
 7. Manner of Financing. Pursuant to RCW 39.34.030(3)(d), the School will reimburse the County in the amount of \$0 each year for the use of the Premises. The Premises will be owned and maintained by the County at its sole expense.
 8. Administration. The persons named in Section 13 will jointly administer the Agreement pursuant to RCW 39.34.030(4)(a).
 9. Real and Personal Property. For purposes of RCW 39.34.030(4)(b), the acquisition, holding, or disposing of real and personal property is not anticipated pursuant to this Agreement.
 10. Hold Harmless. The PFD agrees to hold the School harmless from any and all claims or lawsuits of any kind, for any injury, harm, or damage to persons or real or personal property, arising in any way out of the School's activities relating to the Facility pursuant to this Agreement, except for any claims or lawsuits arising solely from the School's own negligence. The School likewise agrees to hold the PFD harmless from any and all claims or lawsuits of any kind, for any injury, harm, or damage to persons or real or personal property, arising in any way out of the School's activities relating to the Facility pursuant to this Agreement, except for any claims or lawsuits arising solely from the PFD's own negligence.
 11. Insurance. Without limiting the School's obligations under Section 10, the School will, at its own cost and expense, obtain and thereafter manage in full force and effect liability insurance during the term of this Agreement. Such insurance will have a minimum limit of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. The School will provide a certificate of insurance to the PFD upon request.

12. Non-Assignment. Neither party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party.

13. Notice. Each notice or communication which may be or is required to be given under this Agreement will be in writing and will be deemed to have been properly given when delivered personally during the normal business hours to the party to whom such communication is directed or three (3) working days after being sent by regular mail, to the appropriate one of the following addresses as may be designated by the appropriate party:

LOWER COLUMBIA COLLEGE
Attention: Nolan Wheeler
1600 Maple Street
Longview, Washington 98632

PUBLIC FACILITIES DISTRICT
Attention: Mike Moss
1900 7th Avenue
Longview, WA 98632

14. Governing Law and Venue. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement will be in the Superior Court of Cowlitz County, Washington.

15. Attorney Fees and Costs. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney fees and other costs incurred in that action or proceeding.

16. Entire Agreement. This Agreement represents the entire Agreement between the parties. No change, termination, or attempted waiver of any of the provisions of the Agreement will be binding on any party unless executed in writing by authorized representatives of each party. The agreement will not be modified, supplemented, or otherwise affected by the course of dealing between the parties.

17. No Waiver. Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach will not constitute a waiver thereof, nor will it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

18. Integration. This writing contains all terms of this Agreement. It replaces all prior negotiations and agreements regarding the use of the Facility. Modifications must be in writing and signed by each party's authorized representative.

19. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement will not be affected.

20. Execution in Counterparts. This Agreement may be executed in two counterparts, each of which will constitute an original and all of which will constitute one and the same agreement.