

COOPERATIVE AND LEASE AGREEMENT

Between

Educational Opportunities for Children and Families

17800 SE Mill Plain Blvd., Suite 150

Vancouver, WA 98683-7533

hereinafter referred to as EOCF

and

Woodland School District

P.O. Box 370

800 Third Street

Woodland, WA 98674

hereinafter referred to as the District

- 1.0 PURPOSE:** This Agreement outlines the responsibilities and rights of EOCF and the District in a cooperative agreement for placement of **EOCF owned portable** modular preschool classroom (1), meeting space, kitchen facilities, offices and playground on District owned property. The intent of this cooperative agreement shall be to provide a comprehensive preschool program located in close proximity to the Woodland community in which eligible EOCF students live and to better provide meaningful services to the students and community. Through this community partnership, it is hoped to increase parental participation in children's education and success for students as they proceed into the public school system.
- 2.0 TERMS OF THE AGREEMENT:** This Agreement shall be effective from July 1, 2008 through June 30, 2018, **subject to review and renewal annually thereafter.** **PROVIDED** that annually the District Board of Directors **and EOCF approves** continued participation in the Agreement and **PROVIDED**, that in no case shall this Agreement become effective before the date upon which all parties have signed the Agreement.
- 3.0 LEASED PREMISES:** Upon the terms and conditions set forth in this Cooperative Agreement and in consideration for payment of \$1.00 per year as well as in consideration for mutual promises set forth herein, the District does lease, let and demise to EOCF, and EOCF hereby leases from the District, and the District shall donate the use of land at **600 Bozarth at 5th Woodland, Cowlitz County, Washington.**
- 4.0 DISTRICT RESPONSIBILITIES**
- 4.1 The District shall allow EOCF use of the parking lot and will allow staff and volunteers to enter the property at any of the driveways while reserving parking in the lot during EOCF hours of operations.
- 4.2 The District will allow EOCF use of meeting rooms, kitchens, and recreation space on an available basis scheduled through the District.

4.3 When District activities are held in EOCF facilities, the District is responsible for cleaning and repairs of any damage incurred by said use.

~~4.4 The District will name EOCF as co-insured on its existing insurance policy and forward a certificate of insurance to EOCF.~~

~~4.5.4 The District will provide access to existing outdoor space on elementary playground for gross motor activities for EOCF children and as appropriate indoor space during inclement weather scheduled through the Principal at Bozarth Elementary School.~~

~~4.6 The District will provide proof of liability insurance to EOCF up to \$2,000,000.~~

5.0 EOCF RESPONSIBILITIES:

5.1 EOCF will assure that the modular structure and facilities meet all local, State, and Federal regulations and codes.

5.1.1 Any significant site modification shall be submitted for District approval.

5.2 EOCF will provide for the maintenance and upkeep of the modular structure, the maintenance of the grounds surrounding the modular unit, and of the interior of the modular unit (including classrooms, bathroom, kitchen, and office areas) five days a week, Monday through Friday, from July 1 through June 30 of each year of this Agreement. In addition, EOCF will be responsible for such maintenance and repairs (including carpet cleaning, painting, replacement of broken windows, and upkeep of appliances and of plumbing, electrical and heating/cooling systems) as may be necessary to assure licensing, tenancy, and aesthetic co-existence with District buildings and grounds.

5.3 EOCF assures that the following insurance is provided:

5.3.1 Accidental injury (medical) insurance for all EOCF students, volunteers and staff up to \$2,500;

5.3.2 Liability insurance up to \$2,000,000;

5.3.3 Errors and Omissions insurance up to \$2,000,000.

5.4 EOCF will name the District as co-insured on its existing insurance policy and forward a certificate of insurance to the District **annually with contract renewal.**

5.5 EOCF will assume responsibility to relocate the modular building, remove

foundations and playground equipment and restore the leased land to its previous condition if, after a seven year period, future needs of the District necessitate a change in this cooperative relationship.

- 5.6 EOCF is responsible to abide by the time frames established as conditions of the grant that funds this program.
- 5.7 EOCF will allow the District use of the playground as scheduled with EOCF.
- 5.8 EOCF will allow District use of the modular classrooms, meeting space and kitchen facilities when not being used by EOCF programs and as scheduled through EOCF.
- 5.9 When EOCF activities are held in District facilities, EOCF is responsible for cleaning and repair of any damage incurred by said use.
- 6.0 USE:** Properties and facilities described in this Agreement shall be used for business customarily engaged in by EOCF and its affiliated contractors.
- 7.0 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.
- 8.0 INDEMNIFICATION:** Any and all claims which arise on the part of any or all persons as a direct or indirect result of EOCF's employee's performance or failure to perform duties pursuant to this Agreement shall be EOCF's sole obligation and EOCF shall indemnify and hold harmless the District in full for any and all such acts or failures to act on the part of EOCF or employees. Any and all claims which arise on the part of any or all persons as a direct or indirect result of District employees' performance or failure to perform duties pursuant to this Agreement shall be the District's sole obligation and the District shall indemnify and hold harmless EOCF in full for any and all such acts or failures to act on the part of the District or District's employees.
- 9.0 LIENS:** EOCF shall not have the power to subject the interest of the District in the premises to any mechanics or material man's liens or lien of any kind. If such lien is claimed or filed, it shall be the duty of EOCF, within thirty days after the District transmits written notice of the receipt of such claim to EOCF, to cause the premises to be released from such lien, either by payment or by posting of bond or by payment to the occur of the amount necessary to relieve and release the premises from such claims, or in any other manner which as a matter of law will result, within such period of thirty days, in releasing the District and the title of the District from such claim.
- 10.0 INSURANCE:** EOCF shall provide the District with a certificate of insurance issued by a company currently licensed to do business in the State of Washington from the amounts specified under EOCF's responsibilities. The certificate shall be received at the District office before any site construction or alteration begins. ~~The District will provide a copy of their liability insurance up to \$2,000,000 coverage and provide a copy to EOCF.~~
- 11.0 APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Washington.

- 12.0 CONFLICTS OF INTEREST:** Neither Party, or any employees or agents of the Parties, shall participate in the performance of any duty in whole nor in part pursuant to this Agreement to the extent participation is prohibited by Federal or State Law. Further, EOCF and the District covenant that no person who presently exercises any functions or responsibilities in connection with the project has personal financial interest, direct or indirect, in this Agreement. And, that neither party presently has interests nor would acquire interests, directly or indirectly, which would conflict in any manner or degree with the performance of proposals herein stated. Any interest on the part of EOCF or the District must be disclosed.
- 13.0 DISCRIMINATION:** The District will in no way impede EOCF's compliance with all Federal, State and Local laws prohibiting discrimination on the basis of a person's race, color, religion, sex, sexual orientation, age, national origin, marital status, veteran status, mental, physical, or sensory disability, or any other status not listed, as protected by state and /or federal law. EOCF is an Equal Employment Opportunity, agency.
- 14.0 QUIET ENJOYMENT:** The District covenants and agrees with EOCF that so long as EOCF keeps and performs all of the covenants and conditions by EOCF to be kept and performed, EOCF shall have quiet and undisturbed and continued possession of the premises, in acknowledgement of the principles of the separation of District and state, the District will have no influence or authoring over Federal and State funded programs pursued by EOCF. EOCF shall have not influence or authority over District sponsored programs.
- 15.0 TERMINATION:** The intention of both parties is that this Agreement be continued for a minimum of seven years while cultivating the possibility of a long term relationship dedicated to service to children and families, beyond the seven years covered by this agreement. However, this Agreement may be terminated by agreement of both parties, at any time, with or without reason, upon written agreement signed by both parties, thereof, 180 days prior to date of termination.
- 15.1 Should Federal and/or State funding no longer be available for EOCF programs provided at this location, EOCF will terminate this agreement by providing a minimum of a thirty (30) day notice.
- 16.0 COORDINATION:** The District and EOCF will each appoint a coordinator to provide for access to each facility on a scheduled as available basis. The EOCF coordinator will be assigned each program year and this name will be given to the designated coordinator of the District. In the summer month, when classes are not in session, approximately June 15 through September 15, the supervisor will be contacted for any scheduling of use by the District of the EOCF facility.
- 17.0 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 parties related the subject matter of this Agreement. No modification of this Agreement will be binding on either party, except as written addendum signed by an authorized agent of both parties.

EOCF and the District hereby agree to all provisions of this Agreement.

Educational Opportunities for
Children and Families

Woodland School District No. 404

Executive Director (signature)

Superintendent (signature)

Executive Director (print)

Superintendent (print)

Date

Date

Deputy Executive Director (signature)

President of the Board of Directors (signature)

Deputy Executive Director (print)

President of the Board of Directors (print)

Date

Date

Board of Directors Chairperson (signature)

Board of Directors Chairperson (print)

Date