

COLLEGE FACILITY USE AGREEMENT

THIS COLLEGE FACILITY USE AGREEMENT (the "Agreement") is entered into this 19th day of June, 2024, between Southwestern Oregon Community College (the "College") and The Charleston Rural Fire Protection District (the "Agency"). The College and the Agency are referred to herein collectively as the "Parties" or individually as "Party."

I. RECITALS

WHEREAS, the College is the owner of a fire training facility and surrounding campus (the "Facility") on 1988 Newmark Ave, Coos Bay, Oregon; and

WHEREAS, the Agency desires to utilize the Facility and surrounding campus for training purposes for its personnel.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

- 1. Training.** The Agency will be permitted to use college facilities on a non-exclusive basis for training purposes.
- 2. Scheduling.** College facility usage will be scheduled according to scheduling procedures set by the College. The college agrees to make available the facilities listed on this agreement to the user contingent on resolving any scheduling conflicts with the college's educational program that may occur any time prior to the scheduled event. The Agency recognizes that college facilities will be used by the College and by other agencies for training purposes. The Agency shall schedule its training exercises with the College with as much advance notice as possible to ensure that college facilities are available for its desired Training Sessions. The College shall use its best efforts to make the college facilities available to the Agency at the Agency's requested Training Sessions, but the Agency's requested Training Sessions cannot be guaranteed.
- 3. Term of Agreement.** The term of this Agreement shall commence upon execution by the Parties and shall continue in effect for a period of one (1) year. This Agreement shall automatically renew each year thereafter for an additional one (1) year term. Either Party may terminate this Agreement prior to the end of the one (1) year term by providing 30 days written notice to the other Party.
- 4. College Facility Use.** As part of the consideration for the college executing this agreement, the Agency agrees to, in conjunction with the use of college facilities comply with all policies and procedures of the Board of Education of the college district and with all local, state, and federal laws.
- 5. Facility and Campus Neat and Clean.** The Agency agrees to keep the college facilities in a neat and clean condition as reasonably can be expected during the Agency's use of the college facilities. At the end of each training session or use by the Agency, the Agency agrees to return the college facilities to the College in as good a condition as received. The Agency further agrees that it will clean college facilities after each use to a condition reasonably acceptable to the College.
- 6. Training Registration.** The Agency agrees to complete and submit a participant registration spreadsheet supplied by the College no later than 14 calendar days after the scheduled training is completed.
- 7. Instructors.** In the event Agency desires to utilize its own instructors, the instructors will be required to go through an orientation session to be scheduled prior to use. Per NFPA 1403 during use of the live fire training a "Live Fire Instructor" shall conduct the training.

13. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by both Parties hereto.

14. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Party hereto, the Parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to affect the purposes of this Agreement.

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of the provisions of this Agreement.

19. **Governing Law.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Oregon, and the Parties agree that in any such action venue shall lie exclusively in Coos County, Oregon.

20. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SOUTHWESTERN OREGON COMMUNITY COLLEGE

AGENCY

Signature

Signature

Title

C.Roy Holland

Title

Date

June 19, 2024

Date