

AGREEMENT FOR NWESD PARKING LOT USE

BETWEEN

Northwest Educational Service District 189
(Hereinafter referred to as NWESD)
1601 R Avenue
Anacortes, WA 98221
(360) 299-4000 FAX (360) 299-4070

AND

Port of Anacortes
(Hereinafter referred to as Port)
100 Commercial Avenue
Anacortes, WA 98221
(360) 293-3134 FAX (360) 293-9608

In consideration of the promises and conditions contained herein, NWESD and the Port do mutually agree as follows:

1. **Purpose and Formation.** This Agreement stipulates the promises and conditions by which the Northwest Educational Service District 189 (NWESD) may make up to one hundred twenty (120) parking spaces available to the Port of Anacortes (Port) for the Seafarers' Memorial Park event and rental overflow parking.
2. **Organization and Governance.** The parties agree the NWESD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the NWESD's adopted policies and procedures. While every effort will be made to avoid over-commitment, it is understood in the event of schedule conflicts, the NWESD retains priority.
3. **Term of the Agreement.** The start date of this Agreement is the later of July 1, 2022, or the date that signatures have been obtained from both parties to the Agreement. The end date of this Agreement is June 30, 2025, unless mutually extended in writing by both parties. Termination is further specified below.
4. **Conditions of NWESD Parking Overflow Use.** Under the following terms and conditions, the Port, and its designated facility users, may have access to up to one hundred twenty (120) NWESD parking spaces for Seafarers' Memorial park event and rental overflow parking.
 - 4.1 On evenings (after 5:00 PM), Saturdays, and/or holidays when not required for NWESD programs and/or NWESD facility use applicants, up to one hundred twenty (120) parking spaces may be made available to the Port and its approved facility users.
 - 4.2 Access to the Seafarer's' Memorial Park building will be limited to a fixed gate that will remain closed/locked subject to written NWESD-designee approval confirming availability under this agreement.
 - 4.3 It shall be the Port's responsibility to confirm availability, open the gate, and to close/lock the gate immediately upon completion of the event/rental warranting overflow parking.
 - 4.4 The Port agrees to remove any trash and leave the parking lot in the condition that it existed at the commencement of use.
5. **Responsibilities of the NWESD.** The responsibilities of the NWESD under this Agreement are as follows.
 - 5.1 Respond to Port request to access the designated overflow parking within three (3) business days of NWESD designee notification.
 - 5.2 Approve Port access to the designated overflow parking when not required for NWESD programs and/or NWESD facility use applicants.

- 6. Responsibilities of the Port.** The responsibilities of the Port under this Agreement are as follows.
- 6.1 The Port designee will provide no more than thirty (30) and no less than three (3) business days' notice of any desired use of the NWESD parking lot in order for the NWESD to compare to its program/facility use needs to determine availability.
- 6.2 Unless informed by the NWESD within three (3) business days that the overflow parking will not be available, the Port will for each event/rental:
- unlock/open the gate no earlier than two (2) hours before the event/rental;
 - close/lock the access gate immediately upon completion of the event/rental; and,
 - remove any trash and leave the parking lot in the condition that it existed at the commencement of use.
- 6.3 The Port will provide any repairs required to correct any physical damage to the premises caused by the Port's or its approved users' use of the same. If the Port fails to timely commence any repairs required by its use of the premises, then upon providing reasonable advance notice to the Port, the NWESD may, at its sole discretion, correct and repair any damage to the premises caused by the Port's use of the premises, and the Port will compensate the NWESD for the actual documented cost of said repairs.
- 7. Restrictions.**
- 7.1 Alcoholic beverages, illegal drugs, and/or marijuana products are not permitted on NWESD property at any time.
- 7.2 Pursuant to state law, the use of tobacco products is not permitted on NWESD property.
- 7.3 NWESD will not allow the use of the parking lot for any other purpose without prior written consent, which may be withheld at the NWESD's sole discretion.
- 8. Termination.** This Agreement may be terminated by mutual agreement by the parties, or by the NWESD at any time, without reason, upon written notification thereof to the Port. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the Port as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein.
- 9. Indemnification.**
- 9.1 The NWESD agrees to protect, defend, indemnify and hold the Port, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the NWESD's negligent performance under this Agreement.
- 9.2 The Port agrees to protect, defend, indemnify and hold the NWESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the Port's negligent performance under this Agreement.
- 10. Waiver.** No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

- 11. **Severability.** If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.
- 12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Agreement, the venue of such action or arbitration shall be in Skagit County, Washington.
- 13. **Whole Agreement.** The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than by written addendum signed by the parties and attached to the original executed Agreements.
- 14. **Captions.** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
- 15. **Opportunity Without Discrimination.** The NWESD and the Port agree to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability. Inquiries regarding compliance and/or grievance procedures for the NWESD may be directed to the NWESD at its address above.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO. 189

DocuSigned by:
 By: Larry Francois Date: 5/13/2022
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 Larry Francois, Superintendent

PORT OF ANACORTES

DocuSigned by:
 By: Dan Worra Date: 6/6/2022
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 Dan Worra, Executive Director