



## Contract for Use of CTCD Premises

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This Agreement (Agreement) is between the **Copperas Cove Independent School District (CCISD)** with principal place of business at P.O. Box 580, Copperas Cove, Texas 76522 and Central Texas College District (CTC) with principal place of business at 6200 West Central Texas Expwy, Killeen, Texas 76549-4199.

### **General Terms and Conditions:**

1. **Term:** This Agreement becomes effective on the date all parties have signed the Agreement. Any party may terminate this Agreement upon thirty (30) days prior written notice. The parties shall review this Agreement upon the anniversary each year to determine if revisions are required. This Agreement, and any addendum hereto, shall automatically renew annually until terminated by either party.
2. **Purpose:** The parties agree that CCISD shall be granted use of space as determined by CTC to allow CCISD to support its students taking courses on CTC Central Campus. Such space shall be utilized for the sole purpose of performing clerical activities or physical education at the buildings and room numbers identified within this agreement.
3. This Agreement contains the entire understanding between the parties and nothing has been promised or agreed to that is not contained herein. Any revisions to this Agreement shall be agreed to in writing, signed by all parties and incorporated as an addendum to this Agreement.
4. Each party agrees to abide by all applicable federal, state, and local laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Bell County, Texas.
5. This Agreement does not create any rights, title, or interest in CTC property by CCISD or any entity other than the parties hereto, other than what is provided under the terms of this Agreement. This Agreement cannot be transferred to any third party absent prior signed, written permission from the non-transferring party.
6. Each party acknowledges that the relationship with the other is that of an independent contractor and neither is liable to the other for any employment responsibilities, rights or benefits.

7. Each party acknowledges that this Agreement does not prohibit the parties from engaging in additional educational initiatives with each other or with different entities.
8. Should any non-material provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such provision shall be stricken and the Agreement will remain in full force and effect to the extent it can continue to be performed to the parties' intents.

**CCISD Agrees:**

1. CCISD, and on behalf of its employees and students, agrees to abide by all CTC policies and procedures regarding safety, security, and professional conduct, to specifically include CTC key use and replacement policy and requirements. CCISD acknowledges and agrees to CTC's authority to remove from CTC campuses any CCISD student, employee, invitee, and/or instructor not complying with CTC policies and procedures as described herein.
2. To the extent authorized under law, CCISD agrees to hold harmless and indemnify CTC, including attorney's fees and costs, for any and all losses of personal or commercial property, and all acts by its employees or agents, including personal injury and death, that result in any grievance, claim, or lawsuit against CTC.
3. CCISD shall not sublet or allow use by any third party, or otherwise use office for any other purpose than what is intended herein without prior signed, written consent from CTC.
4. CCISD to pay actual cost for all toll and long distance phone calls within ten (10) days of receipt of invoice from CTC.
5. CCISD agrees to not post any signage, banners, or posters without prior written permission from CTC's Associate Vice Chancellor, Facilities and Construction.
6. CCISD to utilize CTC office furniture and white-boards as approved by CTC. CCISD shall supply their own computers, photocopiers, printers and all other office equipment. Move-in and move-out of such office equipment shall be performed by CCISD personnel after coordination with and permission from CTC Associate Vice Chancellor, Facilities and Construction, or designee. Within ten (10) days of taking possession, CCISD shall present to CTC a list of all CTC furniture being used, and agrees to immediately update this list throughout its tenancy with any changes. CTC to verify such list and provide written approval for use of such furniture. Should certain furniture not be approved by CTC, CCISD shall immediately remove the furniture under the provisions of this section.
7. Liability Insurance:
  - a. Lessee shall obtain the following minimum coverage amounts as applicable:
    - two million dollars (\$2,000,000.00) in general liability insurance;

- two million dollars (\$2,000,000.00) in sexual molestation liability coverage if any minor children will be on Campus as part of the activity; and
- Appropriate bailee coverage for rental of equipment (specifically including, but not limited to, nursing equipment) as determined by CTCD based on what equipment Lessee will use.

All insurance coverage supplied by Lessee shall be approved by CTCD, and will cover the dates and all activities planned during the term of this Contract. The certificate[s] of insurance must show the policy number, effective dates, the type and amount of insurance coverage and CTCD must be named as "additional insured" for the term of this Contract and for all activities undertaken.

- b. CCISD shall provide its own property contents insurance for all of its equipment and its employees' personal belongings and provide CTC with a Certificate of Insurance naming CTC as an additional insured for the duration of this Agreement. CCISD agrees that failure to provide this Certificate of Insurance is a material condition to this Agreement and failure to provide such Certificate initially and upon insurance renewal is grounds for termination of tenancy.
8. CCISD agrees to abide by CTC's computer usage policies.
  9. Before utilizing CTC parking CCISD agrees that its employees and students will obtain a parking permit from CTC Police Department. Failure to have a valid CTC parking permit could result in the parker being ticketed and/or towed. Reserved parking applies to CCISD instructors only.
  10. CCISD will be responsible for damages to CTC property beyond general wear and tear.
  11. CCISD shall inform CTC of the name and contact information of all employees it authorizes to use the facilities, up to the total number of individuals authorized by CTC as stated herein.
  12. Any costs incurred by CCISD to perform under this agreement that are not specifically articulated herein as payable by CTC will be borne by CCISD.

### 13. Contacts:

#### CCISD

Dr. Joe Burns  
 CCISD  
 408 S. Main St.  
 Copperas Cove, TX 76522  
 Phone: (254) 547-1227  
 e-mail: [burnsj@ccisd.com](mailto:burnsj@ccisd.com)

## CTC

Mark Harmsen  
PO Box 1800  
Killeen, TX 76540-1800  
Phone: (254) 526-1196  
e-mail: Mark.Harmsen@ctcd.edu

### **CTC Agrees:**

1. CTC will provide office space appropriate for two (2) CCISD employees. The office space will be at no cost to CCISD.
2. CTC shall provide telephones and lines for two (2) CCISD employees.
3. CTC will permit CCISD staff to utilize CTC's wired and wireless networks to connect CCISD-provided computers and printers. Unfiltered internet access is also provided by CTC. CTC shall provide CCISD with access information to CTC's computer access policies and requirements. To safely provide a wired network access for machines CTC does not own or administer, CTC will provide a separate network which may limit access to certain internal CTC resources.
4. CTC shall invoice CCISD for all toll and long distance calls.
5. CTC shall provide electricity and regular custodial services at no cost to CCISD.
6. CTC shall provide, at no cost, one standard sign at the door of the office identifying the office as occupied by CCISD.
7. Shall provide an appropriate number of keys to CCISD pursuant to CTC's policy and requirements for key use and replacement. CTC to provide CCISD with access to CTC's key use and replacement policies and requirements. Exterior building access will be available during normal campus business hours.
8. CTC general parking is available at no cost, or reserved parking can be purchased which entitles CCISD to park in any reserved spot that is vacant at the time of need between 7:30am-6:00pm. Reserved spots are open to the public after 6:00pm. Before utilizing CTC parking all CCISD employees and students are required to obtain a parking permit from CTC Police Department. Failure to have a valid CTC parking permit could result in the parker being ticketed and/or towed.

**CCISD**

**CENTRAL TEXAS COLLEGE**

Dr. Joe Burns  
Signature

Dr. Joe Burns  
Printed Name

Superintendent  
Title

07/16/24  
Date

Ted Gonzalez  
Signature

Ted F. Gonzalez  
Printed Name

Vice Chancellor Finance and  
Administration  
Title

6/19/2024  
Date

CTC AGREES AND AUTHORIZES CCISD TO UTILIZE THE FOLLOWING SPACE:

Building: 253W, Room 20A,

Building: 545, Rooms 174, 149, 146, 141