

**AGREEMENT BETWEEN
BETHEL SCHOOL DISTRICT #403
BETHEL RECREATION ASSOCIATION**

THIS AGREEMENT entered into and by and between BETHEL SCHOOL DISTRICT NO. 403, a public school district located in Pierce County, Washington (hereinafter referred to as the "District"), and the BETHEL RECREATION ASSOCIATION (hereinafter referred to as the "Association"), a nonprofit private organization, located in Pierce County, Washington.

WITNESSETH:

1. The District desires to have comprehensive and meaningful sports and recreational opportunities for children living within its school area; and
2. The Association is a nonprofit organization committed to providing sports and recreational opportunities to children living in the District's attendance area; and
3. The District and the Association have concluded that they can best provide services to these school aged children located in Bethel School District by cooperating in providing these services.

NOW, THEREFORE, the parties, for themselves, agree as follows:

THE ASSOCIATION AGREES:

1. **Incorporation.** That it will incorporate and establish its nonprofit status and maintain the corporation and nonprofit status during the terms of this Agreement.
2. **Association Liaison.** The Association will appoint one person to act as its liaison with the District to communicate and coordinate activities with the District and to monitor and advise the District regarding compliance with this Agreement.
3. **Establish Leagues and Rules for District Children.** That it will establish leagues and develop rules in various sports and recreational programs, which will be determined by its Board of Directors on an annual basis. The programs developed will provide equal opportunities for boys and girls.
4. **Equipment.** That it will purchase, distribute, collect, store, and repair equipment required in the various recreational and sports programs, under its jurisdiction.
5. **Insurance.** That it will provide the opportunity for parents to purchase personal injury insurance for participants in the recreational and sports programs it develops. In addition, it shall provide liability insurance for its officers, employees, and volunteers. The insurance provided for herein shall be reviewed with the District on an annual basis.
6. **Budget and Fees.** That it will establish a budget on an annual basis, which budget shall include any and all fees and expenses to be charged to participants in the recreational and sports program sponsored by the Association. The budget shall also set forth all approved expenditures. The Association shall be responsible for the collection and accounting for all fees it collects including a annual audit, copies of which will be provided to the District. The Association shall be responsible for its own fundraising activities and for screening and selecting any and all vendors it elects to utilize.
7. **Employees and Contractors.** It shall be the responsibility of the Association to hire all gymnasium supervisors, game officials, field supervisors, pre and post game field

preparation workers, bookkeepers, officials, concession workers, and equipment managers to supervise and oversee its recreational and sports programs.

8. **Volunteers and Operation of Leagues, Teams, and Activities.** It shall be the responsibility of the Association to supervise, train, and assign all coaches and volunteers to oversee its recreational and sports programs. It is the Association's responsibility to provide adequate supervision for all activities, to arrange the various leagues, teams, and activities, and to work with the District in allocating fields, gymnasiums, and other spaces to its various teams, activities, and programs.

THE DISTRICT AGREES:

1. **Use of Facilities.** The District will provide its fields, gymnasium space, and building space for meetings, games, and activities of the Association. A schedule of field availability, gymnasium availability, and building space availability, and how these facilities are to be scheduled, shall be provided to the Association on a periodic basis. Use of District facilities shall not interfere with the District's activities and shall be scheduled at the discretion of the District. The District will provide its regular maintenance and custodial services to maintain its fields, gymnasium space, and building space. The Bethel Recreation Association will not conduct any additional maintenance or modification to District fields or facilities without prior authorization by the senior administrator of the Operations Department. The District may provide office space and storage space to the Association on a space available basis and as scheduled with its athletic director. The District will provide the use of land at Art Crate Field, Bethel High School, 22215 38th Ave E, Spanaway, sufficient to locate a portable office unit owned by the Association, pursuant to a separately executed lease agreement attached to this document.
2. **District Liaison.** The District's liaison will be assigned by the Superintendent to represent the District and work with the Association's programs concerning its use of facilities and recruitment of volunteer coaches and as otherwise determined by the parties. The ultimate responsibility for obtaining and scheduling volunteer coaches and others will be the Association's. The District's liaison will be employed by the District and report to the Superintendent or his/her designee.

BOTH PARTIES AGREE:

1. The services provided by the District to the Association have value to both the District and the Association.
2. The District will provide the costs of a District liaison, secretarial support, office space and office supplies. In addition, the District will support the costs of Association events by providing honey bucket services and janitorial services. All District provided costs shall be established by a mutually agreed to budget prior to June 30 for the following year.
3. That this Agreement shall be interpreted and construed under the laws of the State of Washington.
4. That should any legal proceeding be required to enforce any term or condition of this Agreement, the prevailing party in such proceeding shall be entitled to an award of costs and reasonable attorney's fees in addition to any other relief awarded. The parties agree that the Superior Court of the State of Washington shall have jurisdiction over the parties

in the event of such proceeding and that the venue for such action will be proper in Pierce County, Washington.

5. Representatives of the Association and the District will meet on an annual basis to review their working relationship, coordinate programs, and to monitor compliance with their respective obligations under this Agreement.
6. That this Agreement shall be terminated by either party giving written notice to the other ninety (90) days in advance of termination of the Agreement. Any notices required by this Agreement shall be provided as follows:
7. That this Agreement constitutes the complete understanding between the parties.

Bethel School District No. 403
Mr. Tom Seigel, Superintendent
516 East 176th Street
Spanaway, WA 98387-8399

Bethel Recreation Association
Attention: Dan Caramandi
PO Box 4250
Spanaway, WA 98387

This Agreement may be modified only by written agreement signed by the principals hereto.

**BOARD OF DIRECTORS
BETHEL SCHOOL DISTRICT # 403**

President *Sharon White*
Date 9-13-16
Secretary *Tom Seigel*
Date 9/13/2016

BETHEL RECREATION ASSOCIATION

President *dyce*
Date 9.6.16
Secretary _____
Date _____

**LICENSE AGREEMENT
BETWEEN BETHEL SCHOOL DISTRICT NO. 403
BETHEL RECREATION ASSOCIATION**

This License Agreement ("License Agreement") is made and entered into this day _____ of 2016, by and between Bethel School District No. 403, a political subdivision of the State of Washington (the "School District"), and the Bethel Recreation Association, a non-profit private organization (the "Association").

I. RECITALS

- A. The School District is the owner of certain real property situated in Pierce County, Washington commonly known as Art Crate Field located at 22215 38th Ave E, Spanaway, WA, and is described in the Site Plan attached hereto as Exhibit "A", and the Bethel Learning Center located at 21818 38th Ave E, Spanaway, WA and as described in the Site Plan attached hereto as Exhibit "B".
- B. The School District and Association have entered into an annual operating agreement (the "Annual Agreement") dated June, 2013, which defines the terms under which the School District and the Association work together to provide recreational opportunities to children living within the District boundaries.
- C. To effectuate the purposes of the Annual Agreement the School District wishes to license to the Association the use of (a) one portable classroom building at Art Crate Field (the "Art Crate Field License") in the location shown on Exhibit A hereto, and (b) the reception area and one office within the Bethel Learning Center facility (the "Learning Center License") in the location shown on Exhibit "B" hereto. Collectively the properties subject to the Learning Center License and the Art Crate Field License are known as the "Licensed Properties."

II. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and benefits herein, the parties agree as follows:

1. Property License/Condition Precedent.

- 1.1. The School District hereby grants to the Association the Learning Center License and Art Crate Field License under the terms and conditions set forth herein. The Licenses granted herein include a license to use additional portions of Art Crate Field and Bethel Learning Center for access, playfield and grounds, and parking; provided, however; the Association shall not interfere with the School District's use of its playfield and parking facilities. The School District's obligations under this License Agreement are expressly conditioned upon the Association's use not creating an adverse impact upon the School District in the District's sole and absolute discretion. In the event that the Association's use has an adverse impact upon the School District in its sole discretion, this License Agreement shall be subject to immediate termination by the School District in its sole and absolute discretion.

2. Use of Licensed Properties. The Licensed Properties are to be used solely for the following purposes and no other use without express permission of the School District::

- 2.1 *Learning Center License* The Learning Center License allows the Association to use (a) the front desk and reception area at the Bethel Learning Center to provide reception services to the School District and other permitted occupants of the Bethel Learning Center and (b) exclusively one office of the School District's choosing for the Association's administrative office purposes only.
- 2.2 *Art Crate Field License* The Art Crate Field License allows the Association to use the existing portable classroom building for storage and administrative uses related to the Association's use of Art Crate Field in the location identified in Exhibit "A" hereto.

3. Term. The term of this License Agreement shall be for 12 months, commencing September 1, 2016, and ending August 31, 2017; provided, however, the School District may terminate this License Agreement as provided above and as provided under paragraph 13 below.

4. Consideration. Consideration under this License Agreement shall be the Association's performance of its obligations under this License Agreement and the performance of all obligations under the Annual Agreement.
5. Improvements to and Development of the Licensed Properties.
 - 5.1. The School District acknowledges that the Association has installed a portable unit within the area of the Art Crate License and has made necessary utility connections to such portable unit..
 - 5.2. In the event additional utility connections or any other work, including government permits, are required for the Associations use of the portable unit at Art Crate Field the School District shall have sole and absolute discretion whether to consent to any and all such work or permits.
 - 5.3. Any and all improvements made by the Association upon the Licensed Properties shall be at the sole cost and expense of the Association. The School District shall have no responsibility whatsoever with respect to any such improvements. The Association shall comply with and maintain all required governmental approvals and permits for the operation of the portable unit and Association office.
 - 5.4. Construction of any improvements on the Licensed Properties by the Association shall be performed in a careful and workmanlike manner, in compliance with all applicable laws and regulations. The Association shall not permit nor cause any liens or encumbrances to be imposed upon the Licensed Properties.
 - 5.5. The Association shall maintain and repair at its own expense the portable classroom unit and all utility connections thereto on the Art Crate Field Licensed Property.
 - 5.6. The Association will operate the Licensed Properties in a safe and clean manner and will not interfere with the School District's operations upon the Licensed Properties.
 - 5.7. Upon termination of this License Agreement, all capital improvements constructed or installed by the Association under this License Agreement shall be promptly removed by the Association unless otherwise mutually agreed upon between the parties.
6. Maintenance and Repairs.
 - 6.1. The Association at its sole expense and cost shall keep the portable installed on the Art Crate Licensed Property in good repair and condition.
 - 6.2. The School District shall maintain in good condition and repair its property adjoining the Licensed Properties; provided, however, the Association shall be solely responsible for any extraordinary repair caused by any activity of or use of adjoining School District property by the Association, including any and all costs and expenses.
7. Utilities. The Association shall pay any and all charges, including any connection fees, for heat, light, water, sewer, telephone and all other public utilities which may be used in or charged against the portable unit on the Art Crate Licensed Property installed by the Association.
8. Compliance with Applicable Laws, Regulations and Rules. The Association shall not knowingly commit or willfully permit to be committed on the Licensed Properties any act or thing contrary to the law, rules or regulations of any federal, state or local governmental authority, including rules, regulations and policies adopted by the School District.
9. Supervision of the Property. The Association shall assume all supervisory duties for its activities on or use of the Licensed Properties and adjoining School District property.
10. Surrender at End of Term. The Association shall surrender the Licensed Properties at the expiration of the term, in good order, condition and repair, reasonable wear and tear excepted.

11. No Representations as to Condition of Property. Neither the School District nor its agents have made any representations whatsoever with respect to the condition of the Licensed Properties or any improvements thereto. The use of the Licensed Properties by the Association shall be conclusive evidence that the Association accepts the Property "AS IS," and "IN ITS PRESENT CONDITION," and "WITHOUT WARRANTIES WHATSOEVER."
12. Assignment and Subletting. The Association may not assign this License Agreement or sublet all or any part of the Property without the prior written consent of the School District, which the District may withhold in its sole discretion.
13. Termination. Except as provided in Section 1.1 above, the School District shall have the right to terminate this License Agreement for any reason with or without cause by giving six (6) months advance written notice to the Association, provided, however, nothing herein shall limit the School District's remedies, including termination of this Lease, in the event of default of this License Agreement as set forth under Paragraph 17 below.

The Association shall have the right to terminate this License Agreement for any reason by giving six (6) months advance written notice to the School District, provided such termination does not limit the School District's remedies in the event of default of this License Agreement as set forth herein and within this License Agreement.

14. Insurance. At all times during the term of this License Agreement or any extension thereto, the Association shall, at its sole cost and expense and as additional consideration, maintain in full force and effect the following insurance:

14.1 Coverage for commercial general liability in the minimum sum of One Million Dollars payable to any one person for personal injury or death arising out of any one event, One Million Dollars for all such personal injuries or death resulting arising from use of the Licensed Properties by the Association or its obligations under this License Agreement. In addition to liability coverage, the Association shall further maintain casualty coverage in the minimum amount of \$50,000 for property damage arising out of use of the Licensed Properties by the Association.

14.2 All coverages required under this License Agreement shall include public liability and property damage insurance for any construction activities approved by the School District on the Licensed Properties.

14.3 The Association shall provide proof of the minimum insurance required under this License Agreement to the School District on an annual basis and the School District shall be named as an additional insured on all policies. All policies required under this License Agreement shall provide the School District with 10 day advance notice of cancellation of such policy.

14.4 All insurance required to be maintained by the Association under this License Agreement shall be carried with insurers authorized to transact business in the State of Washington and with a company acceptable to the School District.

15. Indemnification/Hold Harmless. The Association shall indemnify, defend, and hold harmless the School District, its employees, officials and agents against any and all claims, demands and lawsuits, and shall pay all costs and attorney's fees incurred in the defense thereof, for any injury to persons or property damage, including claims of the Association's employees, contractors, subcontractors, and agents allegedly resulting from any act, incident, or accident arising from or relating to the Association's use of the Licensed Properties or adjoining School District property or arising from the Association's performance of or failure to perform its obligations under this License Agreement. The Association shall not, by this provision, be required to indemnify, defend or hold harmless the School District for any loss or damage, or cost incurred in defense, which arises out of the sole negligence of the School District. The Association's obligation to indemnify the School District shall not be relieved by its obligation to provide insurance coverage set forth under Paragraph 14 above.

16. Inspection. The School District shall have the right of inspection of the Licensed Properties from time to time for the purpose of determining the Association's compliance with the provisions of this License Agreement.

17. Default. Without limiting the School District's rights of termination under Section 1.1 herein, the following events are deemed to be events of default by the Association under this License Agreement:

17.1 If the Association shall be in default of the performance of any obligations of this License Agreement, and if such default is not cured within twenty (20) days after written notice thereof is given by the School District; or if such default should be of such a nature that it cannot be cured completely within such twenty (20) day period, if the Association shall not have promptly commenced within such twenty (20) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default;

17.2 If the Association shall be adjudged a bankruptcy, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy shall be appointed for the Association and such appointment is not vacated within thirty (30) days;

17.2 If either or both of the Licensed Properties becomes abandoned or deserted by the Association for a period of ninety (90) days;

17.4 If this Association attempts to assign its rights under this License or the Annual Agreement or sublet either of the Licensed Properties other than in accordance with the terms of this License;

17.5 If any of the above events of default are not cured within the period stated above, then the School district may immediately or at any time thereafter and without further notice or demand terminate this License Agreement and enter onto and upon the Licensed Properties or any part thereof and take absolute possession of the same, fully and absolutely without such reentry working a forfeiture of the covenant or covenants to be performed by the Association for the full term of this License Agreement.

17.6 The Association agrees to pay as additional consideration any and all sums which may become due by reason of the failure of the Association to comply with all the covenants of this License Agreement and any and all damages, costs and expenses which the School District may suffer or incur by reason of any default of the Association's part to comply with all the covenants of this License Agreement and each of them, and also any and all damages to the School District's property caused by any act or neglect of the Association, including but not limited to attorneys fees incurred enforcing this License Agreement at trial, arbitration or on appeal.

17.7 The statement of specific remedies as set forth above is not exclusive, and the School District shall, at its option, have available any and all other remedies for default available to it under the laws of the State of Washington.

18. Destruction of the Property. In the event that any improvements to the Licensed Properties constructed at the expense of the Association are destroyed or injured, in whole or in part, by fire, flood, earthquake, or other casualty then the Association, at the Association's option and at the Association's sole expense, may proceed to rebuild and restore improvements to the Licensed Properties, or such part thereof as may be injured as aforesaid; provided, that within thirty (30) days after such destruction or injury, the Association shall in writing notify the School District of the Association's intention to do so. In the event that the Association elects to rebuild or restore its improvements to the Licensed Properties, the provisions under Paragraph 5 shall be deemed to be in effect. In the event the Association fails to provide such notice required hereunder, the School District shall have the right to terminate this License Agreement.

19. ADA Compliance. The Association shall indemnify, defend and hold the School District harmless from any and all cost, expense, liability or obligation that may arise, or be imposed on the parties hereto as a result of the Association's use of the Licensed Properties under the Americans With Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued thereunder (hereafter collectively referred to as the "ADA"). Without limiting the foregoing, the Association shall be solely responsible for compliance with any of the following requirements of the ADA that may be applicable, and all cost and expense related thereto: barrier removal to ensure that members of the public with disabilities have access to the Licensed Properties and all services provided therein; providing auxiliary aids and services when necessary to remove communication barriers for members of the public with disabilities; compliance with the ADA Accessibility Guidelines when performing any construction, alterations, renovations or remodels, or when otherwise required by local or federal authorities; and

providing reasonable accommodations for all employees and employment applicants with disabilities. This indemnification shall include the defense of any action or proceeding (including the payment of attorney's fees and court costs) brought against the School District by the U.S. Department of Justice, the Equal Employment Opportunity Commission, or any individual or class of individuals, alleging violation or non-compliance with the ADA, and payment of any liability arising out of such actions or proceedings.

20. Hazardous Waste. The Association will not cause nor permit any activities on the Licensed Properties or adjoining School District property which directly or indirectly could result in the Licensed Property and/or adjoining School District property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this License Agreement, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

The Association acknowledges that it will be responsible for all costs and expenses relating to the clean-up of hazardous or toxic waste or substances from the Licensed Properties and from any other properties which become contaminated with hazardous or toxic waste or substances as a result of any contamination of or activities by the Association on the Licensed Properties.

21. Program Regulations. The Association agrees to comply with all applicable state and federal laws and regulations, including those of the State of Washington governing community sports and recreational organizations. The Association agrees that it will obtain and maintain all necessary licenses in order to operate a community sports and recreational program in the State of Washington. The Association will provide copies of all state licenses to the School District within 15 days of receipt.

The Association further agrees to comply with all applicable federal, state and local laws concerning its employees; state and federal laws relating to employment discrimination; workers compensation laws; and federal and state wage and hour laws. All staff members involved in the operation of the Association are employees of the Association. The Association will comply with RCW28A.400.330 which requires school contractors whose employees come in contact with children not use employees who have been convicted of certain felonies involving children. The Association will have all of its employees finger printed in accordance with RCW 43.43. The School District will require signed certification that the Association has met these requirements as a condition of the Association occupying the Licensed Properties. Violation of these requirements is cause for immediate termination of this License Agreement.

22. Notice. Any notice required to be given by any party to the other pursuant to the provisions of the License Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate to the other in writing from time to time:

The Association

Bethel Recreation Association
PO Box 4250
Spanaway, WA 98387
Board of Trustees President
Attention: Dan Caramandi,

School District:

Bethel School District
516 176th Street East
Spanaway, WA 98387
Attention: Superintendent

23. Liens. The Association shall keep the Licensed Properties free from any liens arising out of any work performed, materials furnished or obligations incurred by the Association under this License Agreement.

24. Attorneys' Fees. In any action in any forum (including any appeals) brought to enforce any provisions of this License Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorneys' fees incurred by the prevailing party.

25. Construction. This License Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of the document.

26. Nonwaiver of Breach. The failure of a party to insist upon strict performance of any of the covenants and agreements of this License Agreement or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; but the same shall be and remain in full force and effect.

27. Successors. The terms, covenants and conditions herein contained shall accrue to the benefit of successors and assigns of the parties hereto.

28. Governing Law, Forum. This License Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington. Any legal action to enforce the terms of this License Agreement shall be in the Superior Court of Pierce County, Washington.

29. Complete Agreement. This License Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the Licensed Properties. No oral modification of or amendment to this License Agreement shall be effective; however, this License Agreement may be modified or amended by written agreement signed by all the parties.

30. Paragraph Heading, Gender and Number. Paragraph headings are not to be construed as binding provisions of this License Agreement; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender appropriate in the context.

31. No Agency/Joint Venture. Nothing herein is intended to nor shall create an agency, partnership or joint venture agreement, arrangement or relationship between the School District and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date opposite their respective signatures.

By execution of this License Agreement, the Bethel Recreation Association agrees and consents to all the terms and conditions set forth above under this License Agreement.

BETHEL SCHOOL DISTRICT NO. 403

By: Thomas Seigel

Its: Superintendent

Date: 9-13-16

BETHEL RECREATION ASSOCIATION

By: Daniel T. Carramondas

Its: President

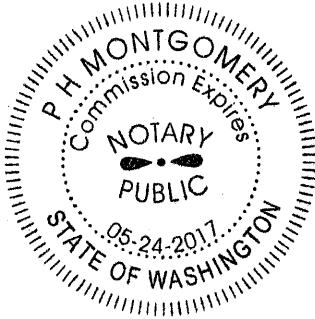
Date: 9-6-16

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

ss.

On this day personally appeared before me Thomas Seigel, to me known to be the Superintendent of Bethel School District No 403, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mention, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this 13th day of September, 2016



P H Montgomery

P H Montgomery

(printed name of notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Pierce Co.

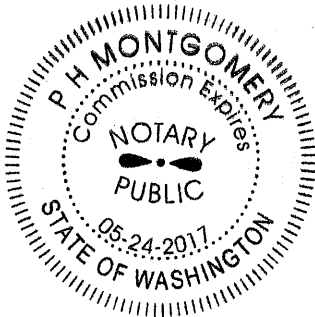
My Commission Expires: 05-24-2017

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

ss.

On this day personally appeared before me Daniel T. Caramandi and known to be the Board President of the Bethel Recreation Association, the non-profit private corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mention, and on oath stated that he was authorized to execute said instrument on behalf of said organization.

GIVEN under my hand and official seal this 6th day of September, 2016



P H Montgomery

P H Montgomery

(printed name of notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Pierce Co.

My Commission Expires: 05-24-2017

EXHIBIT A

SITE PLAN OF ART CRATE FIELD

EXHIBIT
B

SITE PLAN BETHEL LEARNING CENTER