

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 recreation 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 recreation programs, which will be determined by its Board of Directors on an annual basis. The programs 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 recreation 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 expense to be charged to participants in the recreation 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 an 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 recreation 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 recreation and sports programs. It is the Association's responsibility to provide adequate supervision for all

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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 the 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 Athletic Department. The District may provide office space and storage space to the Association on a space available basis and as scheduled by the athletic director. Currently the District will provide office space in the Bethel Learning Center, located across the street from Bethel Middle School. The District also allows the Association to use the existing portable classroom building at Art Crate Field for storage and administrative uses related to the Association's use.
2. **Portable unit at Art Crate Field.** The District will provide the use of land at Art Crate Field, Bethel High School, 22215 38th Ave E, Spanaway, pursuant to a separately executed lease agreement attached to this document.
3. **District Liaison.** The District's liaison will be assigned by the Superintendent to represent the District and will work with the Association's programs concerning its uses 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 sanitation services and janitorial services. All District provided costs shall be established by a mutually agreed to budget prior to August 31 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 for any reason with or without cause by giving six (6) months advance written notice.
7. That this Agreement constitutes the complete understanding between the parties.

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

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

This Agreement may be modified only by written agreement.

Board of Directors
Bethel School District #403

President Brenda Rojas
Date 12-17-19
Secretary Tom Seigel
Date 12-17-19

Bethel Recreation Association

President [Signature]
Date 24 JAN 2020
Secretary Michelle Burton
Date 2/10/2020

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By: R. Libson

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