



OPERATING AGREEMENT FOR THE SEABECK COMMUNITY CENTER

THIS AGREEMENT for the Operations and Use of a Building, Sports Fields, and Parking Area on the Seabeck Community Campus ("Agreement") is entered into as of this 24th day of February, 2021, by and between the Central Kitsap School District No. 401, a Washington municipal corporation ("CKSD") and the Seabeck Community Center ("SCC"), a Washington Non-profit Corporation. CKSD and SCC shall be referred to as the Parties and each as a Party.

RECITALS

WHEREAS, CKSD owns certain real property totaling 13.54 acres located in Seabeck, Kitsap County, described in Exhibit A attached hereto and incorporated herein by this reference, and commonly known as the "Seabeck Elementary School Campus", which was formerly the site of an elementary school; and

WHEREAS, SCC is a non-profit organization formed for the benefit of the Seabeck Community, whose vision is to develop a public place in Seabeck that provides: educational and recreational opportunities, a place to connect people and that preserves the natural beauty of our community; and

WHEREAS, CKSD no longer operates a school on the Seabeck Elementary School Campus and the campus has several facilities to support the community, including a 6,989sf Multipurpose building with a gymnasium, stage, classroom, office, and restrooms along with parking and outdoor sports fields; and

WHEREAS, CKSD is also partnering with Central Kitsap Fire & Rescue (CKF&R) to develop a plan for a Seabeck Community Campus, that uses both CKSD and CKF&R real property for the location for a new fire station, reserves a location for a future small footprint elementary school, while retaining the existing gymnasium and sporting fields; and

WHEREAS, CKSD has determined that partnering with the SCC for the operation and use of certain community owned facilities on the "Seabeck Community Campus" will provide enhanced value to students, families, and the Central Kitsap community as a whole; and

WHEREAS, in recognition of SCC's commitment to invest in the management and operation of the certain facilities on the Seabeck Community Campus (as defined in the attachment), CKSD wishes to provide SCC with certain use rights and responsibilities for the use and scheduling of the Multipurpose building and sports fields; and

WHEREAS, CKSD and the SCC have compatible missions for collaborative programming and flexible use of meeting spaces; and

WHEREAS, SCC will relieve CKSD of certain daily and ongoing maintenance and operations functions, these include among others custodial, site security, and some maintenance functions; and

WHEREAS, the parties desire to share costs for the operation and maintenance of certain facilities on the Seabeck Community Campus; and



WHEREAS, CKSD desires to maintain the campus for potential future school district purposes, and SCC's planned use of the facilities on the Seabeck Campus as set forth herein will not interfere with any potential future use of the campus for CKSD purposes, nor will it interfere with the conduct of CKSD's educational program and related activities.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, CKSD and SCC hereby agree as follows:

AGREEMENT

I. PURPOSE OF AGREEMENT

- A. This Agreement provides for the operations and use of the Multipurpose building and sports fields on the Seabeck School Campus. The Recitals set forth above are an important and integral part of this Agreement and are hereby incorporated by reference.
- B. CKSD and SCC anticipate that the development and operation of the Seabeck Community Center will provide the following mutual benefits:
 - (1) An ability to provide a community center for all ages and backgrounds to learn, gather and create in a place that invites, engages and inspires;
 - (2) An ability to enable greater use of the Seabeck Community Campus for other public and private purposes such as daycare, sports clubs, meeting place for non-profits and churches, and farmer's markets; and
 - (3) Opportunities for year-round extra-curricular programming and collaboration with existing and future after-school organizations and groups.
 - (4) The ability for CKSD to use both the Multipurpose building and sports field for district purposes.

II. TERM

The term of this Agreement shall be for an initial period lasting for six (6) months starting on March 1, 2021. Forty-five (45) days prior to the end of this initial period, both CKSD and SCC will meet to review operations and determine if meeting of the goals is possible. If both parties agree, the terms of this agreement can be extended for an additional twelve (12) months to August 30, 2022.

During the term of this agreement, the SCC will appoint a CKSD employee to their *executive board*. This will improve communication and transparency between organizations.



At the end of this agreement, CKSD and SCC will evaluate if both parties are continuing to receive mutual benefits from the agreement; and if so recommend an extension to the term. Both parties will also review the necessary maintenance and capital expenditures needed to extend the useful life of the Multipurpose building.

III. OPERATION AND USE

- A. Ownership: CKSD shall at all times retain ownership of the site (real property), the buildings and any building improvements thereon.
- B. Naming: The Multipurpose Building will be known as the Seabeck Community Center and the site will be known as the Seabeck Community Campus.
- C. Annual Use and Related Charges: The Parties agree that SCC shall have certain ongoing use rights and obligations to the Multipurpose building during the term of this Agreement. In consideration for such use rights, CKSD shall recognize SCC's contribution toward the maintenance and operations cost of the Multipurpose Building and the relief of CKSD from operational burdens related to the as set forth in this document and will require a use payment of one dollar (\$1.00) per year, payable in advance by SCC to CKSD.
- D. Prohibition - Alcohol, Tobacco, Drugs, And Firearms: The Seabeck Community Campus is school district property. In accordance with the RCW, it is unlawful for a person to carry onto or to possess on school district property any alcohol, illegal drugs, firearms or any dangerous weapon. It is also unlawful to use tobacco products or marijuana anywhere on school district property.
- E. Use of Space: The Parties agree that SCC shall maintain exclusive control of Multipurpose building unless otherwise set forth herein. SCC will develop guidelines and rules for the use of the facility. The facilities should be used for benefit of all members of the community. RCW 49.60 prohibits discrimination against individuals and organizations. The SCC acknowledges this requirement and will not discriminate against individuals or organizations.
- F. CKSD Use: CKSD will provide ninety (90) days advance notice of any district activities that may impact the use of the Seabeck Community Center. These may include: district use of the Multipurpose building or fields; scheduled maintenance actions; and scheduled construction activities.
- G. Compatible Use: The Parties agree that all long term uses of the Seabeck Community Center requires the approval of both Parties.
- H. Third-Party Use: The building includes several rooms and spaces that will be available for use by the public. Some of these rooms and spaces may have a cost for renting. SCC will schedule and manage the rentals of the facility. Damage and vandalism will be reported via the CKSD work order request process. The rental revenue generated from such user rental revenue for third-party use will be deposited into an account for and used solely for the



purpose of operating, maintaining and improving the Seabeck Community Campus. Surpluses from rental income that exist at the end of the agreement will be transferred to CKSD.

Prior to any Third Party entering into a long-term agreement for use of the Seabeck Community Center, the terms and conditions of this use must be approved by CKSD. Examples include agreements with day-care providers and churches. Approval to enter into long-term agreements resides solely with CKSD.

CKSD reserves the right to object to any rental of the Multipurpose building. In the event that the CKSD identifies such a renter, SCC and the designee of the CKSD Superintendent will meet to discuss the merits of the program and if necessary, identify suitable alternative space if possible.

- I. Staffing: SCC agree to have adequate staff to manage and control access to the facilities. CKSD and SCC agree and acknowledge that CKSD employees are employees of CKSD and that the SCC is staffed primarily by volunteers and neither party shall be deemed to have control or obligations to the other party's employees. Without limiting the foregoing, each party shall hire, pay, and supervise appropriately its own employees, contractors and volunteers.
- J. Crimes Against Children: The SCC will assure that no employee, staff, volunteer, nor contractor have been found guilty of any felony crime as specified in RCW 28A.400.330, generally regarding crimes against children. SCC may use either a background check with the Washington State Patrol or a national agency certified to provide this information.
- K. Parking: The SCC will have use of certain parking facilities on the Seabeck Community Campus. The location of these parking facilities may change as other uses of the Community Campus are identified. CKSD will provide notification of these changes to SCC in writing.
- L. Condition of Facilities: SCC is accepting the facilities in an "as-is" basis. As part of the orientation to the facilities, both parties will conduct an inspection and document the existing material conditions. The facilities should be cleaned and maintained to ensure the facilities remain safe for public use. Annually SCC and CKSD will conduct an inspection of the Multipurpose building, sport fields, and other associated facilities to determine their current material condition. The results of this inspection will be formally documented and list material conditions, responsible party, and outline potential costs and schedules for repairs.
- M. Grounds, Maintenance, and Custodial Services: CKSD and SCC will provide grounds, maintenance, and custodial services for the Multipurpose Building and associated grounds as follows:
 - (1) SCC will provide Custodial services for the Multipurpose building. SCC will provide basic consumables such as paper towels, toilet paper, soap, and other cleaning supplies. These services should be regularly scheduled and sufficient to maintain the facility clean and sanitary.
 - (2) SCC will ensure Safety Data Sheets (SDS) are current and maintained for those items used to provide custodial services.
 - (3) SCC will maintain the grounds immediately around the Multipurpose building and



the associated parking areas.

- (4) CKSD will provide Grounds Services for the sport fields.
- (5) CKSD will perform basic maintenance actions related to the Multipurpose building.
- (6) SCC will not permanently affix or change any part of any structure on the campus without prior written approval from CKSD.
- (7) Requests for building or grounds modifications must be approved in advance by the CKSD Executive Director for Safety and Operations. SCC provide requests in writing. Determinations on the method for performing modifications resides solely with CKSD.

N. Security: CKSD and SCC will work together to ensure the safety and security of the Seabeck Community Center and the Multipurpose building. The following guidelines govern the operations of the shared approach to Physical Security.

(1) Site Security

- a. SCC is responsible for regular, and routine security checks of the Multipurpose building and the immediate community campus around the Multipurpose building.
- b. Regular and routine checks shall consist of at least a daily security round.
- c. SCC should inform CKSD of any proposed security improvements or practices.

(2) Facility Access

- a. The Multipurpose building will have a physical access control system.
- b. CKSD will provide locksmith services, including but not limited to making of keys.
- c. SCC is responsible for managing access. SCC will follow a two-person rule when using or occupying the Multipurpose building.

(3) Video Surveillance

- a. At a future date, the facility will be included in CKSD's video surveillance system.
- b. Viewing access to the system will be granted as appropriate to designated individuals.
- c. Surveillance footage is not stored more than 30 days.
- d. CKSD does not monitor security cameras.

(4) Fire and Security Systems

- a. The facility will be included in CKSD's systems for fire alarms and monitoring systems.
- b. The facility will be included in CKSD's systems for security monitoring.
- c. CKSD will pay for the offsite monitoring of fire and security systems.
- d. CKSD will respond to any after-hours alarm activation. CKSD will invoice SCC in the event SCC staff, employee(s), or volunteers set off the alarm.



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- O. Utilities: SCC agrees to pay for the cost of utility services.
- (1) CKSD will pay utilities directly and invoice SCC monthly.
 - (2) SCC will reimburse CKSD.
 - a. During the initial six (6) month term, SCC will reimburse 25% of the costs.
 - b. During the first full year, SCC will reimburse 75% of the costs.
 - c. If the agreement is extended, SCC will reimburse 100% of the costs.
- P. Internet and Networks: SCC will maintain a separate network and internet connections. SCC will comply with the Children's Internet Protection Act (CIPA).
- (1) Kitsap Public Utility District (KPUD) is providing internet service to the Multipurpose building. A WiFi network with internet connectivity is currently operational.
 - (2) SCC is responsible for costs associated with extending the network in the building.
 - (3) CKSD will work with SCC to support any desired expansion (i.e. identify physical locations for access points, network wiring, and network equipment).
 - (4) The MDF and/or IDF spaces will be secure.
- Q. Capital Improvements: CKSD will include the Multipurpose building in CKSD's Long Range Facilities Planning (LRFP) program. Requests for future building modifications will be evaluated by a joint committee of CKSD and SCC representatives and then added to CKSD's LRFP and scheduled for completion. The cost of future capital improvements will be negotiated between the Parties and be subject to available funding. All capital improvements must be approved by CKSD.
- R. Annual Review: CKSD and SCC will perform an annual review of the operation and use of the Seabeck Community Center. The review will create an annual report to document operations, scheduling, maintenance, estimated utility costs, rental revenue and will include outstanding open issues. The annual report will be provided to the CKSD Board of Directors and the SCC Board of Directors.
- S. Communication: Each party will identify a liaison as the primary contact person for activities at the Seabeck Community Center. For CKSD, their SCC executive board member is the primary contact. In the event of a disagreement over any aspect of the Seabeck Community Center facilities operations, CKSD and SCC will meet together to attempt to resolve the disagreement. Any failure to resolve matters under Section III shall be subject to the Conflict Resolution provisions in Section VII.

IV. INDEMNIFICATION

To the extent permitted by law, CKSD agrees to indemnify and hold harmless SCC from and against all claims of whatever nature arising from any act, omission, or negligence of CKSD, or of CKSD's contractors, licensees, agents, servants, or employees under this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, CKSD will have no liability to SCC with respect to any claims or portions thereof of whatever nature arising from any act, omission, or negligence of SCC, or of SCC's contractors, licensees, agents, servants, or employees.



To the extent permitted by law, SCC agrees to indemnify and hold harmless CKSD from and against all claims of whatever nature arising from any act, omission, or negligence of SCC, or of SCC's contractors, licensees, agents, servants, or employees under this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, SCC will have no liability to CKSD with respect to any claims or portions thereof of whatever nature arising from any act, omission, or negligence of CKSD, or of CKSD's contractors, licensees, agents, servants, or employees.

This Section IV shall survive termination of the Agreement.

V. INSURANCE

SCC shall maintain during the life of this Agreement a commercial general liability insurance coverage acceptable to CKSD covering injuries to persons and damage to property, with CKSD named as an additional insured, in the minimum amount of \$2,000,000. Without limiting the foregoing, all SCC employees and/or contractors are to be insured by SCC and at SCC's expense. By requiring such insurance coverage, CKSD shall not be deemed to or construed to have assessed the risks that may be applicable to the SCC under this Agreement. SCC shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

CKSD will maintain typical and usual general liability insurance as deemed appropriate by CKSD but not less than \$2,000,000 per occurrence. CKSD shall maintain property insurance on the building under a Special Form commercial property policy at a level deemed appropriate by CKSD. Without limiting the foregoing, all CKSD employees and/or contractors are insured by CKSD and at CKSD's expense.

VI. FORCE MAJEURE

Neither CKSD or SCC shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, or other circumstances not reasonably within its control.

VII. CONFLICT RESOLUTION

If either party believes that the other party is not fulfilling the obligations established by this Agreement, that party shall give written notice of its complaint to the other party if and when informal communications, such as telephone conversations, fail to satisfy the claiming party. The written notice shall identify the act or omission at issue and the specific term(s) of this Agreement that the complaining party alleges has been violated. The responding party's designated representative shall respond to the notice in writing within ten (10) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.



The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within ten (10) days of receipt of the responding party's written reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call a meeting between the CKSD Board President or his/her designee and the SCC Board President or his/her designee to resolve the matter. The Board Presidents may agree to submit the dispute to a Washington State mediator, which may include a professional mediation service, to mediate the matter in accordance with their mediation rules. Otherwise, the matter shall be considered closed.

All of the steps preceding shall be a prerequisite to either party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement, except that either party may seek an injunction for irreparable harm.

VIII. DEFAULT; TERMINATION

Either party has the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement by providing ninety (90) days' advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within to correct fully and to remedy the default within ninety (90) days from the date of the notice, then this Agreement shall be deemed terminated; provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the parties.

Should CKSD at any time determine that either the entirety or any part of the Seabeck Community Campus is necessary for school purposes, CKSD shall have the right to terminate this agreement prior to the expiration of the term. In such case, CKSD shall provide SCC with a minimum of at least three (3) months' notice unless CKSD declares an emergency.

In case of termination for default by either party of the duties and obligations under the terms of this Agreement, SCC shall release all right to use the Seabeck Community Center Facilities (Multipurpose, Sports Fields, and Parking Areas) and all improvements to CKSD. SCC will retain all SCC owned material and dispose of all other non-CKSD owned material.

IX. ASSIGNMENT

Neither party will assign its rights or responsibilities under this Agreement without written authorization of the other party.

X. SEVERABILITY

If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but shall continue in full force.

XI. NOTICE

Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered



personally during normal working hours to the party to whom such communication is directed, or three (3) days after being sent by regular mail, to the appropriate one of the following addresses as may be designated by the appropriate party:

IF TO CKSD:
Superintendent
Central Kitsap School District
P.O. Box 8
Silverdale, WA 98383

IF TO SCC:
President
Seabeck Community Center
15384 Seabeck Hwy NW
Seabeck, WA 98310

XII. NON-WAIVER

Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

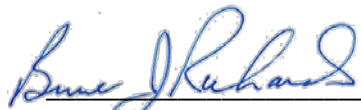
XIII. INTEGRATION

This writing contains all terms of the Parties' agreement on this subject matter and replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's representative. This Agreement may be executed in two or more counterparts and by email exchange of PDF copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Nothing in this agreement should be construed that this agreement establishes a partnership entity or other joint entity between the two parties.

XIV. JURISDICTION, VENUE, AND GOVERNING LAW

The Parties hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the Kitsap County Superior Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this Agreement. All the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of CKSD and SCC.

	February 24, 2021	_____	_____
Bruce Richards	Date	Don Chaluplka	Date
President, Board of Directors		President	
Central Kitsap School District		Seabeck Community Center	
		A WA Nonprofit Corporation	


	February 24, 2021
Erin Prince	Date
Superintendent	
Central Kitsap School District	



Exhibit A

Seabeck Community Center Description

The Seabeck Community Campus consists of three contiguous tax parcels that all front onto the Seabeck Highway. The sizes of the lots are 7.3 acres, 3.4 acres and 2.84 acres. The two larger lots totaling 10.7 acres are almost entirely cleared and carry all of the school improvements as well as recreational playfields.

The smaller lot has heavy tree cover and has not been utilized as part of the school facility. SCC may request permission to build a nature and recreational trail through this lot.

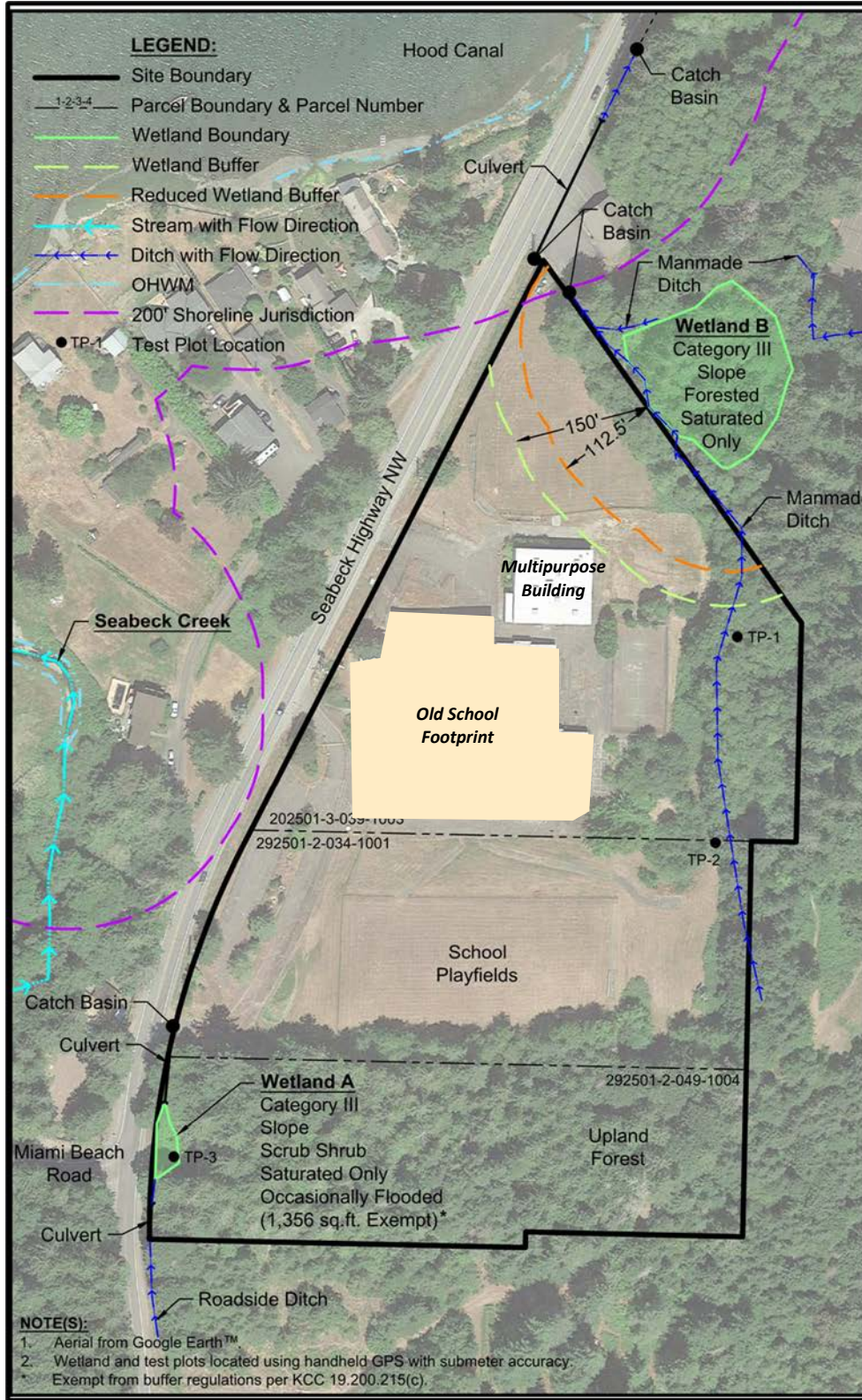
The campus currently houses a Multipurpose building, a softball field, a football/soccer field, and areas for parking.

In the future we anticipate the campus will also house a fire station operated by Central Kitsap Fire and Rescue.

Multipurpose Building Description

The Multipurpose building was built in 1990 and served as a school gymnasium and band/music room. This concrete masonry structure has a total building size of 6,989sf. The building is divided in half between the two uses. The ceiling height is 36' 6" in the gymnasium portion, while a dropped ceiling lowers the effective ceiling height to about 16' in the band room. Both the gym floor and band areas are carpeted.

The Multipurpose building is intended to serve a broad range of group activities. Special features include a stage area between the gym and band room. A roll up door enables the gym to be closed off from the stage.



Seabek Community Campus