


1 joint use agreement negotiated between Renton School District No. 403 and the King
2 County department of parks and recreation, in substantially the same form as attached
3 hereto.

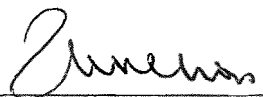
4 INTRODUCED AND READ for the first time this 20th day of
5 January, 1998.

6 PASSED by a vote of 10 to 0 this 23rd day of March,
7 1998.

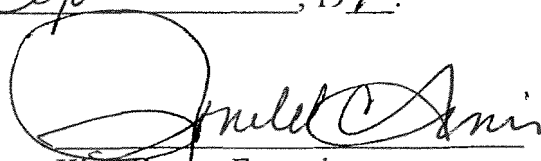
8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 
11 _____
VICE Chair

12 ATTEST:

13 
14 _____
Clerk of the Council

15 APPROVED this 1 day of April, 1998.

16 
17 _____
King County Executive

18 Attachments: Lease and Joint Use agreement for West Hill Community Recreation Center

**LEASE AND JOINT USE AGREEMENT FOR WEST HILL COMMUNITY
RECREATION CENTER**

THIS LEASE AND AGREEMENT is made this _____ day of _____ 1998 by RENTON SCHOOL DISTRICT NO. 403 ("District") a municipal corporation and KING COUNTY, a home-rule charter county and political subdivision of the State of Washington, acting by and through its Department of Parks and Recreation ("County").

WHEREAS, the County is interested in providing the West Hill community with a recreation center at a location that provides necessary services, easy access and other amenities to citizens of that community; and

WHEREAS, the County has proposed to the District that a new community recreation center be constructed on the Dimmitt Middle School ("Dimmitt") property and that other school facilities at Dimmitt be made available for community uses upon appropriate terms and conditions; and

WHEREAS, the County has constructed, at no cost to the District, a new community recreation center and certain improvements to Dimmitt facilities related to the community recreation center; and

WHEREAS, the District and County have determined that it is in the mutual interest of both agencies and in the public interest to provide for the joint use of the center and other portions of the Dimmitt facilities for multigenerational parks and recreation programs; and

WHEREAS, it is the intent of this Lease and Agreement to facilitate such joint activities so as to provide important benefits to citizens within the West Hill community and the children and teachers using Dimmitt Middle School; and

WHEREAS, the allocations in this Lease and Agreement of the parties' costs related to such joint activities are not intended to transfer one party's routine administrative costs to the other party; and

WHEREAS, the District and the County intend the development of future agreements to provide for the joint and cooperative use of other public facilities in the West Hill community area or such terms as the parties may agree, and the parties intend that such agreements be executed by November 11, 1998;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the District and the County as follows:

1. Purpose of Lease and Agreement. This Lease and Joint Use Agreement (this "Lease and Agreement") is intended to provide for the lease of real property and the operation of a new community recreation center ("CRC") which has been constructed by the County on the Dimmitt property to benefit the West Hill community and the citizens of the District and to allow

for the programming of recreational activities by the County in certain Dimmitt facilities as described on Exhibit A ("Dimmitt Facilities").

a. This Lease and Agreement is also intended to provide a framework for allowing County use of other facilities on the Dimmitt campus when those facilities are not required for school purposes or for other public purposes and uses provided by the District. In making this Lease and Agreement, the County is committed to operate the CRC, in a way which does not interfere or conflict with the District's educational functions at Dimmitt and to fairly reimburse the District for additional expenses directly incurred by the District due to the continuing use of the CRC and other Dimmitt school facilities by the County.

b. This Lease and Agreement is also intended to provide a framework for allowing County use of the Dimmitt Facilities when those facilities are not required for District purposes or other school related functions and established community uses as determined by the District. The District will provide the County with second priority to use Dimmitt Facilities, after District use for school purposes and functions determined by the District to be school related or for established community uses, to provide County recreation activities and programs in conjunction with operation of the CRC. For purposes of this Lease and Agreement, "recreational" shall be understood to refer to the range of activities in normal County parks and recreation programs to provide sports, educational, social and artistic opportunities for youth/families and senior citizens. In the event that County uses of the Dimmitt Facilities are not "recreational" as defined herein, then the County's use shall not be guaranteed any particular priority under this Lease and Agreement. In order to assist the County in planning recreational activities, the District shall provide the County with an annual calendar of scheduled school activities, which will be updated on a regular basis.

c. The District agrees to separately keep track of the extent of the County's use of the gymnasium and technology education wing from other Dimmitt building uses for the purpose of determining appropriate compensation to the District for County uses as provided in paragraphs 4 and 7. Records of such use shall be submitted to King County on at least a quarterly basis.

d. Notwithstanding the priority granted certain County activities and programs for use of Dimmitt Facilities in subparagraph 1.b., the District reserves the right to withdraw the right to use Dimmitt Facilities for an activity or program which the District Board of Directors, after consultation with the County and, if necessary, utilization of the coordination and dispute resolution procedure provided in paragraphs 10 and 11, determines to be objectionable to the community or inconsistent with the District's educational programs.

e. Definitions

(i.) CRC Facility or CRC. The new community recreation center which has been constructed, and will be operated and maintained by King County and located on the Dimmitt Property.

(ii.) Dimmitt Facilities. The Dimmitt School buildings owned, operated and maintained by the Renton School District, as described in Exhibit A. The "Dimmitt Facilities" do not include the CRC Facility.

(iii.) Dimmitt Property. The 15-acre property on which the Dimmitt Facilities and the CRC Facility are located, as described in Exhibit H.

(iv.) Premises. The area within the Dimmitt Property leased to King County to construct, operate and maintain the CRC Facility, as described in Exhibit F.

(v.) Recreational Services. This term includes a wide range of activities conducted, or to be conducted, by King County Parks and Recreation, including but not limited to, sports, educational, social and artistic opportunities in age specific or intergenerational settings.

2. Project Description.

a. The CRC has been designed and constructed and will be utilized consistent with the schematic shown on Exhibit B attached hereto and the Building Design Considerations attached as Exhibit C. During the development of the project design, the schematics and draft plans and specifications were provided for District review at appropriate intervals. The District confirms that there were no conflicts with District facilities or uses and that the CRC project is esthetically consistent with the District facilities. The final design of the CRC project, including signage, landscaping and traffic flow, was subject to the approval of the District, which approval was given. The project design schematic and building design considerations set forth in Exhibits B and C were approved by the District. Additional plans and specifications for any modifications shall be deemed approved ten (10) District working days after being submitted to the District unless the District provides written notice of its objections to the County within ten (10) District working days of receipt of the plans.

b. The County has constructed related initial improvements to the Dimmitt Facilities as outlined on Exhibit D ("Dimmitt improvements"). All such initial improvements were constructed at the sole cost and expense of the County. The annual improvement as outlined in Exhibit D shall be the sole cost and expense of the County and such improvement will be subject to the reasonable and timely approval of the District, which shall not be unreasonably be withheld.

c. Both parties agree it is desirable to construct a pedestrian corridor as generally described in the conceptual plan attached as Exhibit E. The County agrees to consider in the future funding and development of the corridor. As of the date of signing this agreement, the County has funded a portion of the corridor extending along South 124th Street from the CRC to 76th Avenue South. The pedestrian corridor may be implemented in phases and is not subject to the time constraints of this Lease and Agreement.

d. The cost of developing all improvements identified above in Exhibits B through E shall be the sole responsibility of the County. The County shall abide by all applicable laws and regulations in the operation of the CRC and use of the property leased under this Lease and Agreement.

3. Right to Use Real Property for CRC.

a. In consideration for the County's development of the CRC, the County's improvements to the Dimmitt Facilities, the Dimmitt Property, and the surrounding area, payments to the District to cover maintenance and operation expenses relating to the operation of the County's program at Dimmitt as provided in paragraph 7, the commitments set forth below as to the coordinated uses of County and District facilities and other valuable consideration, the District hereby leases to the County and the County leases from the District for a term of 30 years, as provided below, the premises comprising a portion of the Dimmitt property and legally described on Exhibit F attached to this Lease and Agreement ("Premises").

b. This Lease and Agreement may be renewed for additional terms as may be mutually agreed by the parties. The District agrees to negotiate in good faith if the County requests extensions of the term and if the CRC or Premises are not required for the District's educational programs. If the District determines not to renew this Lease and Agreement, the District's decision shall be based on the Board of Directors' finding that the CRC and/or the Premises are required for the District's educational programs or proposed capital improvement program.

c. The County has inspected the Premises, is familiar with the present condition of the Premises and agrees to accept the Premises in its current condition without recourse to the District for any known or unknown surface or subsurface conditions.

d. If the District needs to site relocatable facilities on the Dimmitt Property, the King County Department of Parks and Recreation shall make its best efforts to assist the District in siting such facilities.

e. In addition, the District hereby grants an easement across the Dimmitt Property as described on Exhibit G during the term of this Lease and Agreement or any extensions, for purposes of access to and parking at Dimmitt to facilitate public use of the CRC, subject, however, to the right of the District to use said easement area for access and educational purposes in recognition that school property and facilities are intended primarily for school purposes and for the benefit of individuals of school age. The District grants to the County use of ten (10) parking stalls fronting on 80th Avenue South nearest the CRC building to be used in conjunction with the new parking stall, provided by the County south of the new CRC to meet County zoning requirements.

f. The CRC structure constructed on the Premises by the County shall remain the property of the County during the term of this Lease and Agreement and any extensions or renewals thereof, subject to the following provisions.

(i) Default:

(a) If the County terminates this Lease and Agreement for default in year 1 through year 15 of this Lease and Agreement as provided for in paragraph 21, the District shall purchase the CRC structure for the fair market value of the CRC structure to be appraised without the benefit of continuing ground lease rights;

(b) If the District terminates this Lease and Agreement for default in year 1 through year 15 of this Lease and Agreement as provided for in paragraph 21, the County shall transfer the CRC to the District at no cost;

(c) If the County terminates this Lease and Agreement for default in year 16 through year 30 of this Lease and Agreement as provided for in paragraph 21, the District shall purchase the CRC structure for the fair market value of the CRC without the benefit of continuing ground lease rights, subject, however, to an equitable deduction reduced for each year between year 16 through year 30 by subtracting one-fifteenth of such fair market value for each such year; and

(d) If the District terminates this Lease and Agreement for default in year 16 through year 30 as provided for in paragraph 21, the County shall transfer the CRC to the District at no cost.

(ii) Necessity:

(a) There is not an option by either the County or District to terminate this Lease and Agreement for necessity in the years 1 through 15;

(b) If the County terminates this Lease and Agreement for necessity in year 16 through year 30 as provided for in paragraph 21, the County shall transfer the CRC to the District at no cost; and

(c) If the District terminates this Lease and Agreement for necessity in year 16 through year 30 of this Lease and Agreement as provided for in paragraph 21, the District shall purchase the CRC structure for the documented total capital construction cost of the structure as of January 1, 2000, without the benefit of continuing ground lease rights, subject however, to an equitable deduction based on the documented total capital construction cost of the structure as of January 1, 2000, reduced for each year between year 16 through year 30 by subtracting one-fifteenth of such capital construction costs for each such year.

In the event that this Lease and Agreement expires after the 30-year term without renewal or is terminated pursuant to the terms hereof, then the District shall have the right to take possession of the CRC without further payment to the County. The County shall convey title to the facility by an appropriate bill of sale and/or quit-claim deed if the District takes

possession. The County shall be required to remove any Hazardous Substances within the Premises.

g. The source of funding for the acquisition of the CRC structure shall be bond funds or capital facilities funds.

h. If, during the term of this Lease and Agreement or any extensions, the District determines to dispose of the 15-acre Dimmitt Property, the County shall have first right to acquire the Dimmitt Property at its then fair market value. Exhibit H.

4 Rent and Custodial Fees.

a. In consideration for the above commitments, the County shall not be required to pay any rent for the Premises during the term of this Lease and Agreement; provided, however, the County shall use the Premises only for purposes connected with the provision of public recreational services and programs. The County may use the Premises for any other purpose with the District's written consent; provided, the District reserves the right to negotiate a reasonable rent for use for such other purposes.

b. In consideration for the use of Dimmitt Facilities for County recreation programs, the County shall pay the District's standard use fees as may be from time to time revised pursuant to the District's standard policies and rental agreements for the use of school facilities. The current rental rates and custodial fees are outlined in Exhibit I. However, in consideration of the County's additional maintenance and support obligations under paragraph 7, no rent shall be charged for County use of the gymnasium and the technology education wing complex.

5. Improvements.

a. During the course of the term, the County shall be permitted to make, at its own expense, any alterations, additions or improvements to the Premises consistent with the programs offered by it. The County may remove any alteration or improvement if it wishes upon termination of this Lease and Agreement, provided it leaves the Premises and the CRC facility in a safe and clean condition. Any addition or improvement made to the Premises by the County and not removed shall, upon termination of this Lease and Agreement, be considered surplus and belong to and become the property of the District without cost to the District. Nothing shall be removed or altered which will affect the structural integrity of the building.

b. At the expiration of the term or termination of this Lease and Agreement as provided above, the County shall surrender the Premises and CRC to the District in a safe and clean condition, remove County personal property and convey title to the CRC to the District pursuant to the provisions of subparagraph 3.g. Any personal property remaining on the Premises after thirty (30) days shall be considered surplus to the County's needs. The County shall remove all surplus property within thirty (30) days or it shall become the property of the

District or, after reasonable notice to the County, the District may dispose of such surplus property by any reasonable means and charge the County for the District's disposal costs.

6. Parking Lot. During the term of this Lease and Agreement, the District will provide the County with access to the Premises from 80th Avenue South through the sidewalk constructed by the County and shall make available to the County, its employees and CRC guests and invitees, parking space in the Dimmitt lot located adjacent to 80th Avenue South as provided in paragraph 3.e. above to service recreational program needs, provided, however, that school use shall take priority on parking. Security for the parking lot, consistent with the standard County practice for similar County facilities, during the County's use of the CRC or Dimmitt Facilities will be the responsibility of the County when the school is not in operation and when the parking lot is not used for school functions. Annual repairs or maintenance expenses for the parking lot will be allocated between the District and the County based on utilization of the lot during CRC operating hours as provided in subparagraph 7.e. below.

7. Maintenance and Repair Reimbursements.

a. The County shall assume total responsibility for the Maintenance and operating expense for the new CRC and Premises and shall pay the maintenance and repair expenses for use of the Dimmitt Facilities on a pro-rated basis according to actual utilization as documented by the District for ordinary wear and tear. The County shall pay the actual repair expenses for vandalism and other damage to Dimmitt Facilities or to other school facilities caused by the guests or invitees of the County related to or resulting from activities at, or operations of, the CRC or from County use of Dimmitt Facilities. The County, at its own expense, shall provide adequate janitorial services for the CRC and those areas immediately adjacent thereto and shall keep the CRC in a safe and clean condition, free of accumulations of dirt, rubbish and unlawful obstructions and maintain landscaping and the CRC exterior entranceways and walkways in a safe and clean condition consistent with the District's standards of maintenance for Dimmitt.

b. Any County use of Dimmitt Facilities include the responsibility to reimburse the District for the costs directly incurred by the District due to the continuing use of the Dimmitt Facilities by the County. Examples of, such expenses may include, but are not limited to, janitorial labor and supplies, equipment maintenance or repair, security calls, training of County personnel or supervision time to facilitate County use of Dimmitt Facilities, paper stock and similar expense incurred as a result of the Dimmitt Facilities being utilized by the County. The District shall provide the County with the best records possible of such additional maintenance and repair costs prior to the County approving any reimbursement to the District under this paragraph. Both parties shall, in good faith, make their best efforts to handle all expenses in a fair and equitable manner. If for budget reasons, the County and the District are required to anticipate the costs, a proposed budget shall be negotiated as part of the annual planning meeting described in paragraph 10.c. The District shall have the right to make repairs through its own resources or by third parties and invoice the County for such expenses. The County shall not be responsible for expenses incurred by the District attributable to usage by the District, or any third parties.

c. In consideration of the improvements to Dimmitt Facilities and Property by the County, the County's commitment to provide annual gym floor maintenance (in recognition of the additional wear and tear resulting from recreational uses), the value of on site programming of recreational programs for the District's students and families, and in recognition of the current and historical practice of District facility use fees charged to the County and other public providers of similar recreation programs, for the first five years of this Lease and Agreement the County shall reimburse the District for use of the Dimmitt Facilities only at the rates and fees charged to third parties for use after normal District hours of operation as provided in subparagraph 4.b.

d. If the CRC would not otherwise be open, the District shall compensate the County for any District use of the CRC, under the County's standard policies and rental agreements.

e. After the five-year period, the County and the District will prepare an annual maintenance and operations budget for the County's use of Dimmitt Facilities based on the pro rata share of programmed use, or some other method of distributing costs acceptable to both parties, subject to the guarantee of subparagraph 7b. This annual budget shall not excuse either party from paying for damages or repairs which are their responsibility under this Lease and Agreement.

f. The County and the District shall equitably share the costs of routine and extraordinary maintenance of the parking lot based on the degree of use.

g. In the event the District and the County cannot agree on the extent of County reimbursement required pursuant to subparagraphs 7.a., 7.b. and 7.c. or on an annual maintenance and operations budget, then the District, upon ten (10) days prior written notice, shall have the right to seek dispute resolution under paragraph 11. If the disagreements have not been resolved within one (1) year from the date of the initiation of dispute resolution, the District shall have the right to terminate this Lease and Agreement with respect to the Dimmitt Facilities. The one (1) year provision of this subparagraph shall not take effect if third party legal proceedings are/or arbitration is pending.

8. Staffing.

a. Whenever the CRC is open, the County shall staff the facility with sufficient numbers of qualified and trained personnel whose duties shall include the monitoring of activities within the CRC, around the Premises, and also in adjacent Dimmitt Facilities being used for CRC activities, so as to avoid the risk of property damage or personal injury. When using Dimmitt Facilities, the County shall have present at all times one or more adult supervisors to guard against personal injury or property damage.

b. The County agrees to provide adequate security and safety to protect the CRC, as deemed appropriate by the County, during all uses of the CRC, except during District

uses. The County agrees to provide adequate security and safety to protect the Dimmitt Facilities and the Dimmitt Property, as deemed appropriate by the County, during the County's exclusive use of the Dimmitt Facilities. During joint use of the Dimmitt Facilities and the Dimmitt Property, the County, District, and any third parties shall only be responsible for the security and safety of that portion of the Facilities and Property being used by that party.

9. Additional County Commitments. In further consideration of this Lease and Agreement, the County agrees to provide, at no cost to the District, various recreational programs in the CRC which are focused on students at Dimmitt. See Exhibit J for non-binding examples of student-oriented programs.

10. Coordination of Uses.

a. The County and the District acknowledge there is a potential for disagreement between the parties as to the appropriateness of future recreational activities and programs proposed by the County to be implemented in the CRC and in Dimmitt Facilities. The District and the County agree to use their best efforts to resolve such disagreements on a collaborative basis and by the timely referral of the issues, if necessary, to the dispute resolution procedures in paragraph 11.

b. In addition to the annual review of joint use activities by the Designated Representatives as provided in subparagraph 10.c. below, the County and the District shall appoint members to a "CRC Operating Committee" who shall confer at a minimum on a quarterly basis in an attempt to resolve any issues and to ensure that the use of the new recreation center and the Dimmitt Facilities is provided on a coordinated basis. The CRC Operating Committee shall be convened as frequently as necessary to discuss coordination issues and questions of interpretation of this Lease and Agreement with the goal of resolving potential disputes quickly and efficiently. The CRC Operating Committee shall include the principal of Dimmitt Middle School, or his or her designee, a CRC member appointed by the County Director of Parks, and a third member jointly appointed by the District and the County, who shall be a resident of the District and active in West Hill community events or issues and shall be subject to the approval of the District's Board of Directors. In the event any dispute cannot be resolved by the CRC Operating Committee, the matter shall be immediately referred to the Designated Representatives of the Parties denoted in writing by the Superintendent of the Renton School District and the County Executive.

c. Designated Representatives will meet at least once a year to develop the parties' annual budgets for the ensuing twelve months, and to consider staffing levels and staff qualifications, problems, planned recreational programs and activities, disputes and conflicts, changes in design, development, operation, maintenance, scheduling and other policy issues resulting from the CRC and the joint use of the Dimmitt property by the County and the District. The meeting shall also include a description by the County of the type and contents of recreational programs planned for the CRC during the next twelve months. If the Designated Representatives are unable to reach a resolution on a particular matter, it will be referred to the

District's Superintendent and to the King County Executive, or their respective designees, for resolution.

d. Prior to the annual meeting of the Designated Representatives, the CRC Operating Committee will prepare a proposed schedule for use of the Dimmitt Facilities in the ensuing year for approval by the Designated Representatives. Once approved, the schedule will be substantially modified only when agreeable to both parties, except that the District may retain use of Dimmitt Facilities for the purpose of accommodating District and school related activities that were unknown at the time the schedule was prepared. The District will make a good faith effort to allow the County all scheduled use of Dimmitt Facilities, and will work with the County to identify alternative space for already scheduled County programs or events. If District uses of the CRC are approved, the County retains the right to use the CRC for County programs and activities that were unknown at the time the arrangements with the District were confirmed. The County will make a good faith effort to allow the District all scheduled use of the CRC and will work with the District to identify alternate space for already-scheduled District programs or events.

e. Whenever the County is utilizing Dimmitt Facilities, the County shall have full responsibility and liability for such uses. Whenever the District is using CRC facilities, the District shall have full responsibility and liability for such uses.

f. If new recreational programs and activities are to be introduced on the Dimmitt property, or material changes made in programs and activities previously reviewed under subparagraph 10.c. above, to ensure coordination with school schedule and policies, the County will provide the District with reasonable advance notice. Recreational programs or activities which are inconsistent with District policies or District Board directives shall not be provided within Dimmitt Facilities. Upon written notice of such objection by the District, the County shall temporarily modify or defer implementing such objectionable programs and activities in the Dimmitt Facilities to meet the District's concerns until the parties have resolved the dispute through the procedures in paragraphs 10 or 11. If new recreational programs or activities are to be introduced in the CRC outside the annual review process described in subparagraph 10.c. above and if the District objects to the program or activity, the parties shall use their best efforts to resolve such disagreements. However, if the parties are unable to do so, the modification or deferred process set forth in this subparagraph 10.f. shall not apply to such new programs or activities in the CRC Facility, but such programs or activities shall be specifically included in the next annual review.

11. Dispute Resolution. If either party claims that the other party has breached any term of this Lease and Agreement, or if one of the parties elect to trigger the dispute resolution process in anticipation or as a part of the annual review, or in the event of disputes or disagreements under this Lease and Agreement, the following procedures shall be followed if and when informal communications, such as telephone conversations, fail to satisfy the claiming party:

a. The claiming party's Designated Representative shall provide a written notice to the other party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of this Lease and Agreement which the complaining party alleges was violated.

b. The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.

c. The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call an in-person meeting. Otherwise, the matter shall be considered closed. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representatives of each party, and such others as the parties individually invite.

d. If the complaining party remains dissatisfied with the results of the meeting, it shall then refer the matter to the District Superintendent and County Executive, or their designees, for resolution. If the issue is not resolved at this level within thirty (30) days, then either party may require in writing that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the parties. The parties shall consider in good faith any recommendations or proposed settlements arising from such process. All of the steps preceding shall be a prerequisite to either party suing under this Lease and Agreement for breach, specific performance or any other relief related to this Lease and Agreement.

12. Indemnification. Both parties to this Lease and Agreement agree each will be liable in the case of all third party claims, actions or causes of actions of whatsoever kind or nature made or asserted against either or all of them and arising out of the joint development, use or operation of the CRC, the Premises and Dimmitt Facilities. Each will be liable to the other only to the extent of each party's fault or causation and shall indemnify the other for such amount. As to all such third party claims, actions or causes of action which are a consequence of the sole fault, negligence or causation of a party to this Lease and Agreement, such party shall have the duty to defend, save and hold harmless the other, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other parties to this Lease and Agreement in defense of any such third party claims or actions.

13. Hazardous Substances. The County shall not, without first obtaining the District's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities ("Hazardous Substances") in, on or about the Premises. In the event, and only in the event, that the County

releases such Hazardous Substances on the Premises under the provisions of this paragraph, the County agrees that such release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations. The District and the County shall indemnify, hold harmless and defend one another from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees, arising out of or in any way related to the release by either party, or any of its agents, representatives, or employees, or the presence of such Hazardous Substances in, on or about the Premises whether or not approved.

14. Assignment. Neither party shall assign or sublet its rights or responsibilities under this Lease and Agreement without the written authorization of the other party. Written authorization shall not be withheld unreasonably. In the event the Premises are incorporated, both parties recognize and agree that the County may, after consultation with the District, transfer the obligation of this Lease and Agreement, with respect to the CRC and the Premises only, to the new governmental agency.

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

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

17. Integration. This writing contains all terms of this Lease and Agreement. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's authorized representative.

18. Priorities. It is recognized that the District property and facilities, other than the CRC, are intended primarily for District purposes or other school related functions and established community uses as determined by the District. However, it is recognized that the Premises will be used by the County, during the terms of this Lease and Agreement for priorities identified by the County. It is, therefore, agreed that in planning the programs and scheduling the activities in the Dimmitt Facilities and on the Dimmitt Property, except for the Premises, District uses for school purposes and functions determined by the District to be school related or for established community uses will be well provided for, adequately protected and take priority over County uses.

In addition, it is recognized and agreed, that District uses of the CRC shall have a similar priority over other private or public uses when the CRC is not otherwise required for County sponsored groups, events or functions.

19. Utilities. The County shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the CRC for the benefit of the County. To the extent feasible, the County shall arrange for separate metering and billing for CRC utilities.

20. Insurance. The County shall ensure that the CRC is insured to its full replacement cost value by a responsible insurance company(ies) through the County's All Risk Blanket Property policy. The County will maintain the appropriate level of coverage in recognition of increased values of the property and improvements.

The District acknowledges, agrees and understands that the County is self-insured for its liability exposures. The County agrees, at its own expense, to maintain through its self-insurance program, coverage for its liability exposures, for the duration of this Lease and Agreement. The County agrees to provide the District with at least thirty (30) days written notice of any changes in the County's self-insured program affecting this Lease and Agreement.

21. Termination. This Lease and Agreement shall terminate 30 years from the date the District signed this agreement or unless sooner terminated as follows:

a. Default. The parties are required to follow the dispute resolution process in paragraph 11 prior to taking steps under this subparagraph to terminate for default. Only after pursuing the steps in paragraph 11, shall each party have the right to terminate this Lease and Agreement in the event the other party is in default of any material term or condition of this Lease and Agreement, by providing thirty (30) days advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty day period to correct fully and to remedy the default within ninety (90) days from the date of the notice, then this Lease and Agreement shall be deemed terminated. Provided that if the nature of the default is such that it cannot be remedied within 90 days, then the Lease 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. This clause shall not be invoked by either party for purposes other than default.

b. Necessity. Either party shall have the right to terminate this Lease and Agreement for convenience after fifteen (15) years of the terms by providing one year's advance written notice on or before the anniversary date of this Lease and Agreement. If the District terminates this Lease and Agreement for convenience, the District's decision shall be based on the Board of Directors' finding that the CRC and/or the Premises are required for the District's educational programs or proposed capital improvement programs.

c. Fixtures. In the event of termination, the County may remove any improvements, additions or fixture erected in or attached to the Premises as provided above, provided the County is not then in default and the removal will not cause permanent injury to the structure of the CRC.

22. Notices. Each notice or other communication which may be or is required to be given under this Lease and Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the party to whom such communication is directed, or three (3) days after being sent by regular mail, to the appropriate party at the following address.

13038

If to the County:

Craig Larsen, Director
Department of Parks and Recreation
2040 – 84th Avenue SE
Mercer Island, WA 98040

If to the District:

Dr. Dolores J. Gibbons
Superintendent
Renton School District No. 403
435 Main Avenue South
Renton, WA 98055

23. Miscellaneous.

a. This Lease does not limit the District's ability and right to remodel, eliminate, replace, repair or combine Dimmitt Facilities as may be deemed necessary by the District to pursue its educational programs and policies. The District shall give the County reasonable advance written notice of any such changes which would affect County uses.

b. County use of Dimmitt Facilities shall be initiated during each school year by execution of the District's standard use agreement forms.

c. Notwithstanding any other provision of this Lease, the District reserves the sole discretion to determine if all or a portion of the Dimmitt Facilities is required for use by the Red Cross for an emergency public shelter.

24. Administration. The County and the District anticipate that terms of this Lease and Agreement may need to be modified in the future to ensure the cooperative and cost effective joint use of the Dimmitt Property. The County Executive and Superintendent are hereby authorized to approve mutually agreed amendments of this Lease and Agreement and to supplement this Lease and Agreement where necessary, to improve the administration of this Lease and Agreement and the collaboration between the parties.

IN WITNESS, both the District and County have caused this Lease and Joint Use Agreement to be executed by authorized officers as of the above date.

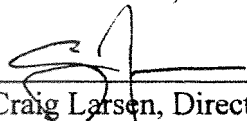
RENTON SCHOOL DISTRICT NO. 403

13038

By _____
Dr. Dolores J. Gibbons, Secretary to the Board

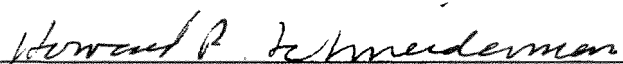
Date: _____

KING COUNTY, acting by and through its Parks and Recreation Department

By  _____
Craig Larsen, Director

Date: 1/22/98

APPROVED AS TO FORM:


Howard Schneiderman, Deputy Prosecuting Attorney

Date: 1/22/98

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13038

Exhibit A

The following facilities at Dimmitt Middle School, contained within the gymnasium wing, separated from the balance of Dimmitt Middle School by fire doors provided by King County, and secured by separate alarm zone installed by the District, will be programmed by the County as part of the West Hill Community Recreation Center pursuant to the terms of the Agreement:

Gymnasium Wing (Excluding locker rooms)

Technology Education Wing

Exhibit B

13038

EXISTING SCHOOL BLDG.

TEMPORARY BENCH MARK
FINISHED FLOOR ELEVATION
POINT 100 EL = 423.00

ASSUMED PROPERTY LINE

GATE TO HAVE PANIC HARDWARE ON ONE LEAF
ONE LEAF FIXED WITH DEAD BOLT

RAILING/FENCE TO BE LOCATED 4" SOUTH
EXISTING SIDEWALK IN PLANTER AREA

EXISTING
PARKING

ALIGN GATE WITH
DOORWAY EDGE
EXISTING WALK

6' HEIGHT GATES
4 FT. HT. RAILING/FENCE

MATCH EXISTING
EDGE

6' HEIGHT GATE
WITH PANIC HARDWARE

SEE (4/L5) (2/L5)
FOR DETAIL
OF PLAZA AREA

THIS WALL
IS 1 HR WALL

PLAZA

MATCH EXISTING
WALK EDGE

CONCRETE
PLAZA

PROPOSED
BUILDING FF 418.0

FIRE ACCESS GATES
8' HEIGHT. LOCKING
DEVICE TO BE APPROVED
BY K.C.F.D. #20
ALIGN WITH N/S BLDG WALL

(8/L6)

PROVIDE CURB RAMP
PER K.C.R.S. DIV # 4-002

MATCH EX.
WALK EDGE

HC RAMP

(7/L3)

HC PARKING SIGN (2)

EXISTING
GYM BLDG. NOTE:

BASIS OF BEARING = KCS
S
L
C

4' HT. FENCE/RAILING. LOCATE
4" WEST OF CURB WALL

(8/L6)

ASSUMED
PROPERTY LINE

ALIGN FACE OF
WALL/CURB WITH
FACE OF BUILDING
WALL TOP TO MATCH
FINISH GRADE
MIN. HT. 6"

(8/L6)

PARKING
ASPHALT

CONCRETE
CURB (TYP)

TRASH AND
RECYCLING
ENCLOSURE

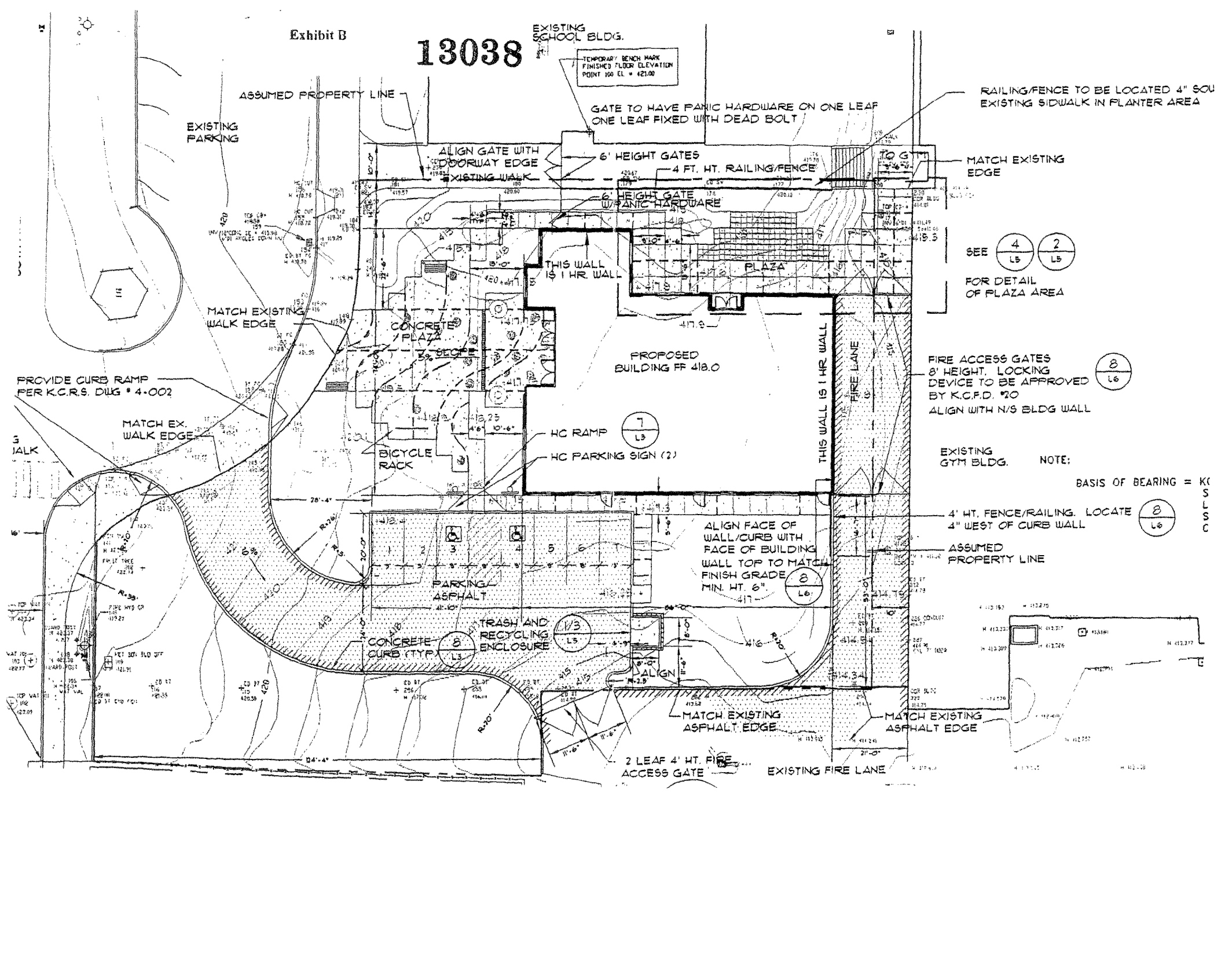
(13/L5)

MATCH EXISTING
ASPHALT EDGE

MATCH EXISTING
ASPHALT EDGE

2 LEAF 4' HT. FIRE
ACCESS GATE

EXISTING FIRE LANE



13038

EXHIBIT C

Building Design Considerations

Identifiable as separate from Dimmitt School with separate entry.

Compatible architecture with Dimmitt School.

Adequate security measures including fencing, gates and alarm system.

Separate utilities to the extent possible.

Dedicated community center parking.

Exhibit D

13038

Dimmitt Improvements

The following initial improvements were completed:

Replace six (6) basketball backboards and hoops

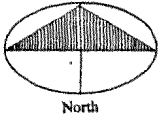
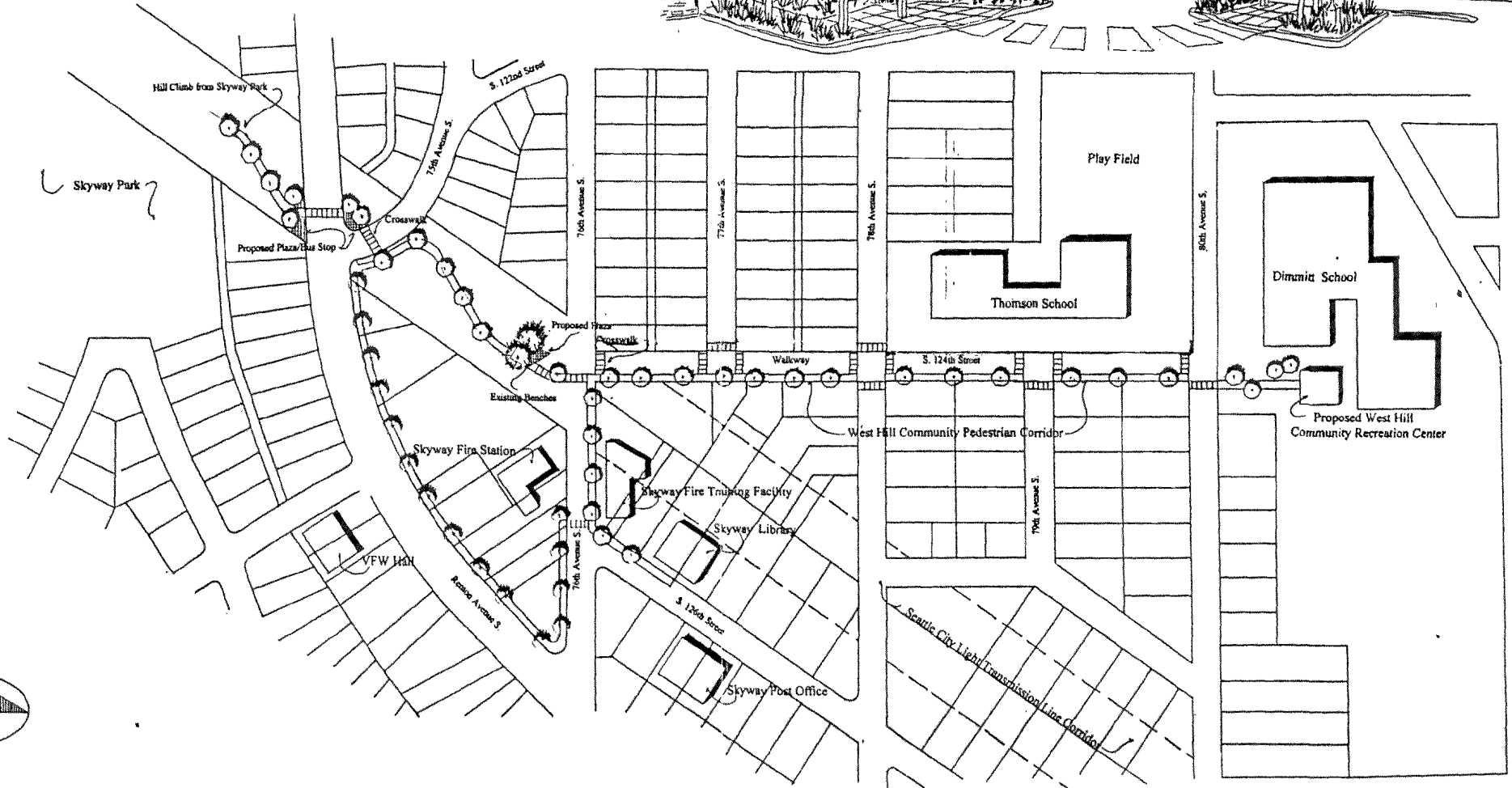
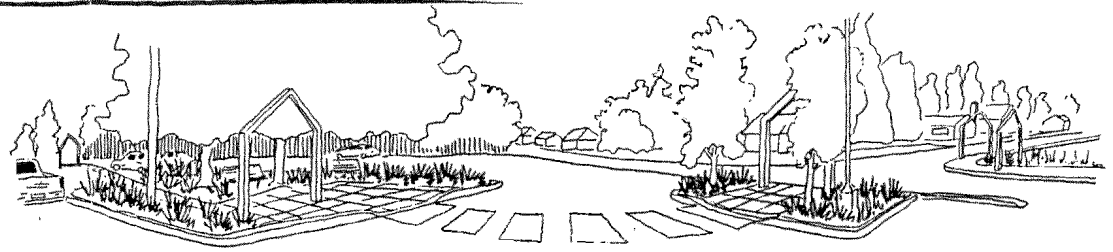
Refinish gym floor

Provide three (3) sets of fire doors to separate and secure the Dimmitt facilities

Provide new fire lane and replace existing chain with new gate

The following annual improvement is to be done:

Annual gym floor maintenance per County standards.



LEASE AGREEMENT LEGAL DESCRIPTION AT DIMMITT SCHOOL
WEST HILL COMMUNITY CENTER

A PORTION OF THE FOLLOWING PARCELS OF LAND:

LOTS 1 THROUGH 17, BLOCK 58, AND LOTS 24 THROUGH 40, BLOCK 58, AND LOTS 1 THROUGH 40, BLOCK 59, BRYN MAWR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

AND

THE NORTH 100 FEET OF THE WEST 300 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12;, TOWNSHIP 23 NORTH, RANGE 4 EAST, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

AND

TOGETHER WITH VACATED SOUTH 124TH STREET AND SOUTH 123RD PLACE ADJOINING AS WOULD ATTACH BY OPERATION OF LAW;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF 80TH AVENUE S. AT ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S 87°38'48" E ALONG SAID SOUTH LINE 141.44 FEET; THENCE N 2°20'12" E 26.18 FEET; THENCE S 89°10'14" E 73.48 FEET; THENCE N 0°36'31" E 141.76 FEET; THENCE N 89°23'29" W 141.76 FEET; THENCE S 0°36'31" W 18.40 FEET TO A POINT OF TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.39 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°02'32" AN ARC DISTANCE OF 89.78 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 54.09 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°49'37" AN ARC DISTANCE OF 29.10 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF SAID 80TH AVENUE S.; THENCE S 1°04'42" W 61.23 FEET TO THE POINT OF BEGINNING.

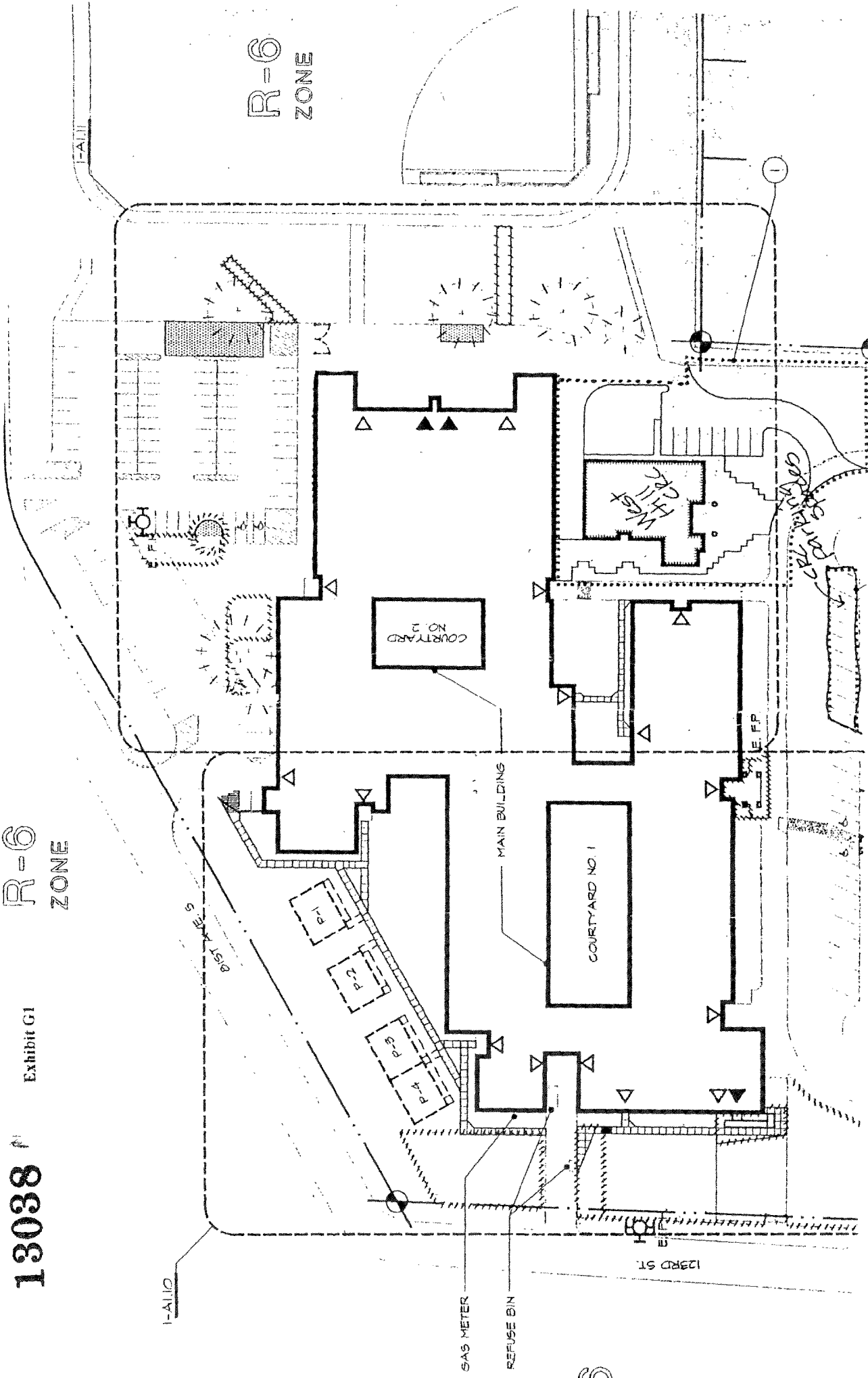
CONTAINING APPROXIMATELY 0.65 ACRES.

13038

Exhibit G1

R-6
ZONE

R-6
ZONE



6
2

Exhibit G**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into this ___ day of _____, 1998, by and between the RENTON SCHOOL DISTRICT NO. 403, a municipal corporation (hereinafter referred to as the "School District" or "Grantor"), and KING COUNTY, a home-rule charter county and political subdivision of the State of Washington, acting by and through its Parks and Recreation Department (hereinafter referred to as the "County").

RECITALS

WHEREAS, the County and the School District have negotiated and entered into that certain unrecorded Lease and Joint Use Agreement ("Lease") dated _____, 1998. The Lease outlines the County's use of the "Premises" (as defined therein) and of certain facilities on the School District's property, and this Easement is a provision and an exhibit of that Lease;

WHEREAS, the County has constructed a new community recreation center ("CRC") for the West Hill community as described under the terms of the Lease;

WHEREAS, the County and the School District have agreed that for certain improvements to the School District's Dimmitt facilities (the "Dimmitt Facilities") (described in Exhibit "A" attached to the Lease), the School District would allow the CRC to be constructed on the Dimmitt Middle School property (the "Dimmitt Property") (described in Exhibit "H" attached to the Lease);

WHEREAS, the School District is the lawful owner of the Dimmitt Property and the Dimmitt Facilities;

WHEREAS, the County plans to operate and maintain the CRC, and has made certain improvements to the Dimmitt Facilities (described in Exhibit "D" attached to the Lease); and

WHEREAS, in order to operate and maintain the CRC, the County has determined it is necessary for the County to acquire an easement granting the County, its successors, assigns, contractors, agents, officers, employees, and invitees free, open and continuous pedestrian access to and from the CRC in, across and through the portion of the Dimmitt Property hereinafter defined as the "Easement Area," (as drawn on Attachment "G-1" attached hereto) and granting the County the right to construct, operate, maintain, renovate, improve, enhance and repair the CRC on the Premises;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. For and in consideration of the construction of the CRC and improvements to the Dimmitt Facilities by the County, the School District (the "Grantor") does hereby convey an easement (the "Easement") upon the Dimmitt Property legally described in Exhibit "H" attached to the Lease, for ingress and egress to and from the CRC and the 10 parking spaces as provided in the Lease, subject to those provisions, purposes, and conditions as described in Paragraph 3e and Paragraph 3f of the Lease. This Easement shall grant the County, its successors, and assigns as owners of the CRC, and the County's contractors, agents, officers, employees, and invitees free, open and continuous pedestrian access to and from the CRC and the 10 parking spaces as provided in the Lease, in, across and through the Dimmitt property (including the Premises and Dimmitt Facilities), and for all purposes necessary or incidental to construction, installation, operation, maintenance, repair, renovation, improvement, enhancement and use of these areas, subject to those provisions, purposes, and conditions as described in this Easement agreement and in Paragraph 3e and Paragraph 3f of the Lease. During any maintenance, repair, renovation or improvement, this Easement grants to the County the right, on a temporary and reasonable but not permanent basis, to invade or interfere with the School District's Dimmitt property with dust, noise, vibration and other disturbances (but not settlement, unreasonable interference, or permanent physical damage) arising from the County's use of the Easement Area to construct, maintain, repair, renovate, improve, or enhance the CRC.

The Easement herein conveyed is exclusive to the County, its successors, assigns, contractors, agents, officers, employees, and invitees, subject to the provisions in this Easement and in the Lease. Grantor shall not grant any person any easement or easements which would in any manner unreasonably interfere with the County's exercise of its rights under the Easement. Upon Grantor's written approval, which shall not be unreasonably withheld, the County may grant within the Easement Area reasonable utility easements to directly service the CRC so long as such easements are not inconsistent with this Easement or with the Lease.

The Easement granted herein shall continue as long as the CRC is owned and operated by the County or its governmental municipality/public agency successors/assigns and utilized as a community recreation center, subject to the provisions and conditions in the Lease. In the event that the CRC is no longer owned, operated, or utilized by the County, or its governmental municipality/public agency successors/assigns, as a community recreation center, or in the event the Lease terminates for whatever reason, the Easement shall revert automatically, and without any further action required by any party, to the Grantor or its successors or assigns. Upon such reversion, the Easement shall be

extinguished and shall no longer be subject to this Easement agreement and shall no longer be subject to any claim by the County or its successors or assigns.

2. Parking Spaces. The Grantor does hereby convey an easement to the County for vehicular and pedestrian access to, from, and use of ten (10) parking stalls upon the Dimmitt Property as shown on Attachment G-1 attached hereto, subject to the same rights, responsibilities, and restrictions granted to the County under Paragraph 1 of this Easement and Paragraph 3e of the Lease.

3. Notices. Any notices required or permitted under this Easement shall be given as indicated below and pursuant to the process described in Paragraph 22 of the Lease:

If to the County:

Director
King County Parks and Recreation
2040 84th Avenue SE
Mercer Island, WA 98040

If to the District:

Superintendent
Renton School District No. 403
435 Main Avenue South
Renton, WA 98055

Provided, however, that such addresses may be changed pursuant to Paragraph 22 of the Lease upon five (5) days written notice thereof, similarly given to the other parties. Any notice personally delivered in the foregoing manner shall be effective upon receipt.

4. The rights, conditions, provisions, and covenants contained herein shall run with the land and shall inure to the benefit of and be binding upon the signatories hereof and their heirs, personal representatives, successors and assigns, but only to such extent as is provided under the provisions in this Easement and in the Lease.

5. This Easement is not intended to modify, amend, or otherwise change the terms of the Lease. Provisions in this Easement shall not be used in interpreting the provisions in the Lease, except with respect to interpreting Paragraph 3e and Paragraph 14 of the Lease.

IN WITNESS WHEREOF, the School District and the County have executed the within and foregoing agreement this _____ day of _____, 1998.

RENTON SCHOOL DISTRICT NO. 403

By _____

Dr. Dolores J. Gibbons
Secretary to the Board

Date: _____

KING COUNTY, acting by and through its Parks and Recreation Department

By _____

Craig Larson
Director

Date: 1/22/98

APPROVED AS TO FORM:

Howard P. Schneiderman

Howard Schneiderman
Deputy Prosecuting Attorney

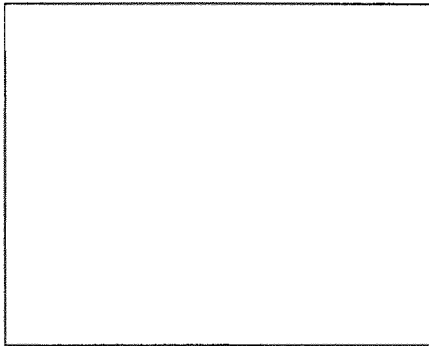
Date: 1/22/98

13038

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Dr. Dolores J. Gibbons is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Secretary to the Board of the Renton School District No. 403 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



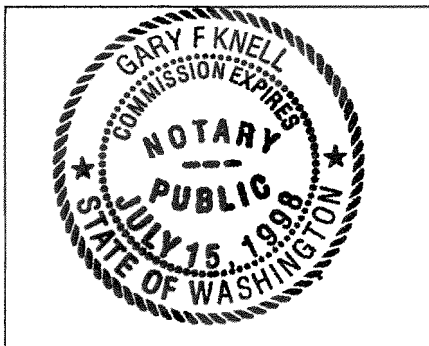
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Craig Larson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Director of the King County Parks and Recreation Department, acting on behalf of King County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Jan 22, 1998



(Use this space for notarial stamp/seal)

Gary F. Knell

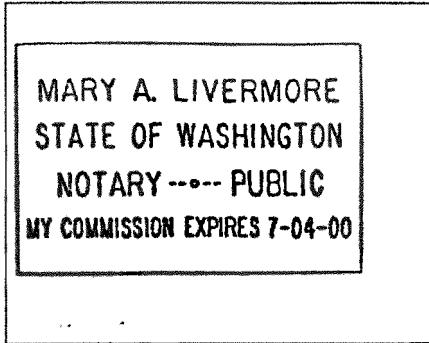
Notary Public
Print Name GARY. F. KNELL
My commission expires JULY 15, 1998

13038

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Howard Schneiderman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Deputy Prosecuting Attorney of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-22-98



(Use this space for notarial stamp/seal)

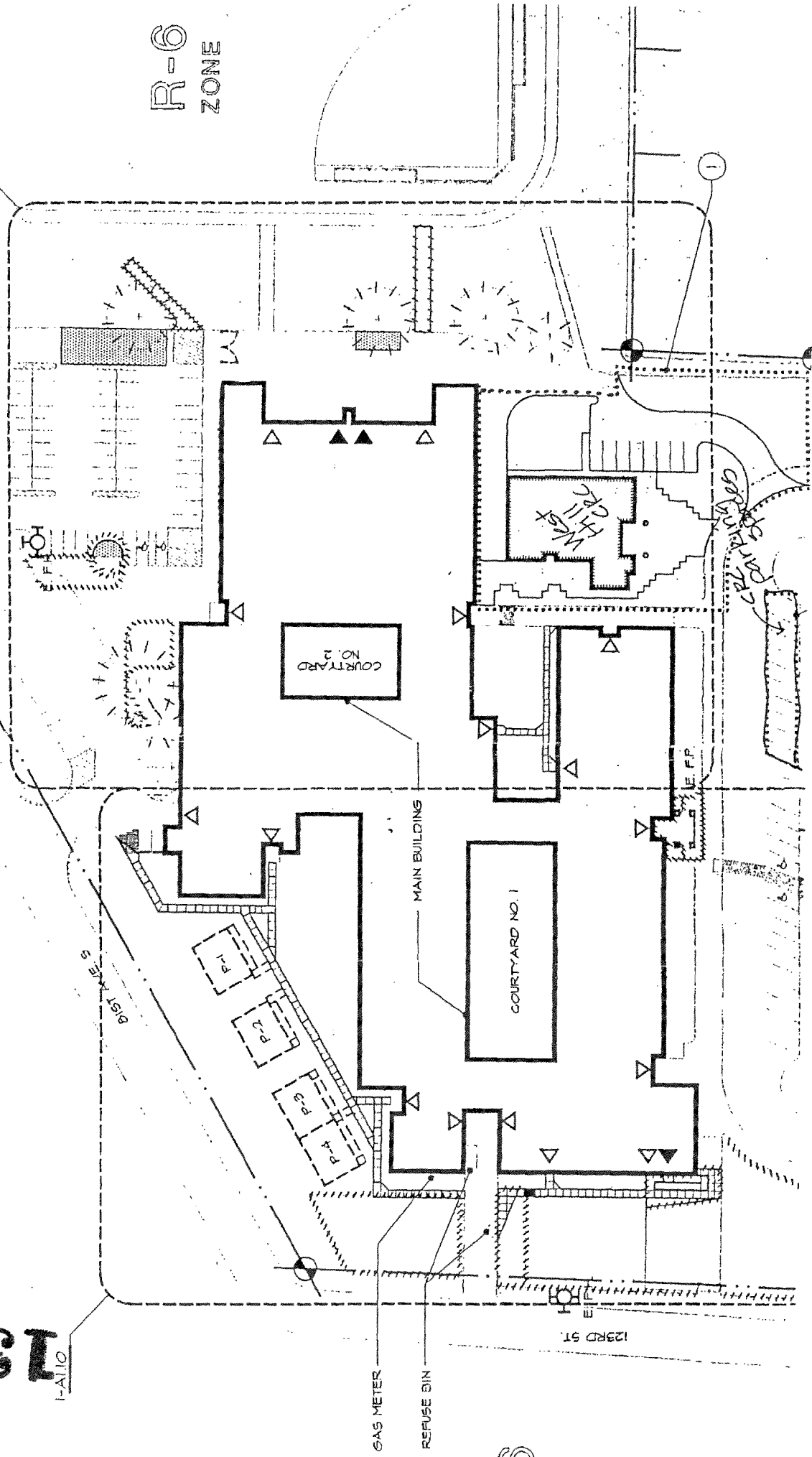
Mary A. Livermore
Notary Public
Print Name MARY A. LIVERMORE
My commission expires 7-4-00

R-6
ZONE

R-6
ZONE

Exhibit G1

13038
I-AT10



NE

CHICAGO TITLE INSURANCE COMPANY

Order No.: 432984

Exhibit H

13038

LEGAL DESCRIPTION

LOTS 1 THROUGH 17, BLOCK 58, AND LOTS 24 THROUGH 40, BLOCK 58, AND LOTS 1 THROUGH 40, BLOCK 59, BRYN MAWR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

AND

THE NORTH 100 FEET OF THE WEST 300 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

AND

THE EAST 150 FEET OF THE WEST 300 FEET OF THE SOUTH 270 FEET OF THE NORTH 370 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

AND

THE EAST 150 FEET OF THE WEST 300 FEET OF THE NORTH 215 FEET OF THE SOUTH 290 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

AND

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 300 FEET THEREOF; AND EXCEPT THE RIGHT OF WAY OF THE SNOQUALMIE FALLS POWER COMPANY;

AND

THE NORTH 198 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 300 FEET THEREOF;

TOGETHER WITH VACATED SOUTH 124TH STREET AND SOUTH 123RD PLACE ADJOINING AS WOULD ATTACH BY OPERATION OF LAW;

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION CONVEYED TO KING COUNTY FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 4863573.

13038 #

CHICAGO TITLE INSURANCE COMPANY

Order No.: 432984

PLAT CERTIFICATE
SCHEDULE B

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- D. Easements or claims of easements not shown by the public records.
- E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- F. Liens under the Workmen's Compensation Act not shown by the public records.
- G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
- H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.
- I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS(\$1000.00).

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE B

Order No.: 432984

(Continued)

13038

EXCEPTIONS

G 1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	CITY OF RENTON
PURPOSE:	PUBLIC UTILITIES WITH NECESSARY APPURTENANCES
AREA AFFECTED:	PORTION OF SAID PREMISES
RECORDED:	DECEMBER 11, 1985
RECORDING NUMBER:	8512110613

H SAID EASEMENT SUPERSEDES AND REVOKES THE TEMPORARY EASEMENT RECORDED UNDER RECORDING NUMBER 8310070656.

A 2. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE:	KING COUNTY
RECORDED:	MAY 3, 1955
RECORDING NUMBER:	4568635

B 3. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE:	KING COUNTY
RECORDED:	JANUARY 7, 1958
RECORDING NUMBER:	4863573

I 4. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	118000-7450-00
LEVY CODE:	4205
ASSESSED VALUE-LAND:	\$ 343,000.00
ASSESSED VALUE-IMPROVEMENT:	\$ 4,433,200.00

X AFFECTS: PORTION OF SAID PREMISES

J 5. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A

CHICAGO TITLE INSURANCE COMPANY

13038

PLAT CERTIFICATE
SCHEDULE B

Order No.: 432984

(Continued)

CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	122304-9088-01
LEVY CODE:	4305
ASSESSED VALUE-LAND:	\$ 42,700.00
ASSESSED VALUE-IMPROVEMENT:	\$ 0.00

V AFFECTS: PORTION OF SAID PREMISES

K 6. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	122304-9015-09
LEVY CODE:	4310
ASSESSED VALUE-LAND:	\$ 442,900.00
ASSESSED VALUE-IMPROVEMENT:	\$ 0.00

Z AFFECTS: PORTION OF SAID PREMISES

L 7. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	122304-9016-08
LEVY CODE:	2157
ASSESSED VALUE-LAND:	\$ 115,500.00
ASSESSED VALUE-IMPROVEMENT:	\$ 556,200.00

AA AFFECTS: REMAINDER OF SAID PREMISES

C 8. LEASE, AND THE TERMS AND CONDITIONS THEREOF:

LESSOR:	CITY OF RENTON UTILITIES DEPARTMENT
LESSEE:	INTERSTATE MOBILEPHONE COMPANY
FOR A TERM OF:	10 YEARS WITH A 10 YEAR RENEWAL OPTION
RECORDED:	DECEMBER 20, 1985
RECORDING NUMBER:	8512200839

FLAT CERTIFICATE
SCHEDULE B
(Continued)

Order No.: 432984

~~13038~~

D AFFECTS: SOUTHERLY PORTION OF SAID PREMISES

E 9. ASSIGNMENT OF LEASEHOLD INTEREST, GIVEN FOR SECURITY, AND THE TERMS AND CONDITIONS THEREOF:

ASSIGNOR:	INTERSTATE MOBILEPHONE COMPANY, A WASHINGTON GENERAL PARTNERSHIP
ASSIGNEE:	CHEMICAL BANK, A NEW YORK BANKING CORPORATION
DATED:	DECEMBER 24, 1985
RECORDED:	DECEMBER 26, 1985
RECORDING NUMBER:	8512260942

AC AFFECTS: LEASEHOLD INTEREST OF INTERSTATE MOBILEPHONE COMPANY

F 10. LEASE, AND THE TERMS AND CONDITIONS THEREOF:

LESSOR:	RENTON SCHOOL DISTRICT
LESSEE:	INTERSTATE MOBILEPHONE COMPANY
FOR A TERM OF:	20 YEARS
RECORDED:	DECEMBER 27, 1985
RECORDING NUMBER:	5201 8512271891

CHANGED TO AT+T WIRELESS SERVICES 2-20-96

AD AFFECTS: SOUTHERLY PORTION OF SAID PREMISES

M NOTE NUMBER 1:
SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR:	1995
AMOUNT BILLED:	\$ 1.25
AMOUNT PAID:	\$ 1.25
TAX ACCOUNT NUMBER:	118000-7450-00
LEVY CODE:	4205

N AFFECTS: PORTION OF SAID PREMISES

O NOTE NUMBER 2:

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE B
(Continued)

Order No.: 432984

13038

SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR:	1995
AMOUNT BILLED:	\$ 1.25
AMOUNT PAID:	\$ 1.25
TAX ACCOUNT NUMBER:	122304-9118-05
LEVY CODE:	4310

P AFFECTS: PORTION OF SAID PREMISES

Q SAID TAX ACCOUNT IS NO LONGER ACTIVE.

R NOTE NUMBER 3:

SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR:	1995
AMOUNT BILLED:	\$ 1.25
AMOUNT PAID:	\$ 1.25
TAX ACCOUNT NUMBER:	122304-9088-01
LEVY CODE:	4305

S AFFECTS: PORTION OF SAID PREMISES

T NOTE NUMBER 4:

SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR:	1995
AMOUNT BILLED:	\$ 1.25
AMOUNT PAID:	\$ 1.25
TAX ACCOUNT NUMBER:	122304-9015-09
LEVY CODE:	4310

U AFFECTS: PORTION OF SAID PREMISES

V NOTE NUMBER 5:

SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR:	1995
AMOUNT BILLED:	\$ 1.25
AMOUNT PAID:	\$ 1.25
TAX ACCOUNT NUMBER:	122304-9016-08

CHICAGO TITLE INSURANCE COMPAN .

PLAT CERTIFICATE
SCHEDULE B
(Continued)

Order No.: 432984

13038

LEVY CODE:

2157

W AFFECTS: REMAINDER OF SAID PREMISES

END OF SCHEDULE B



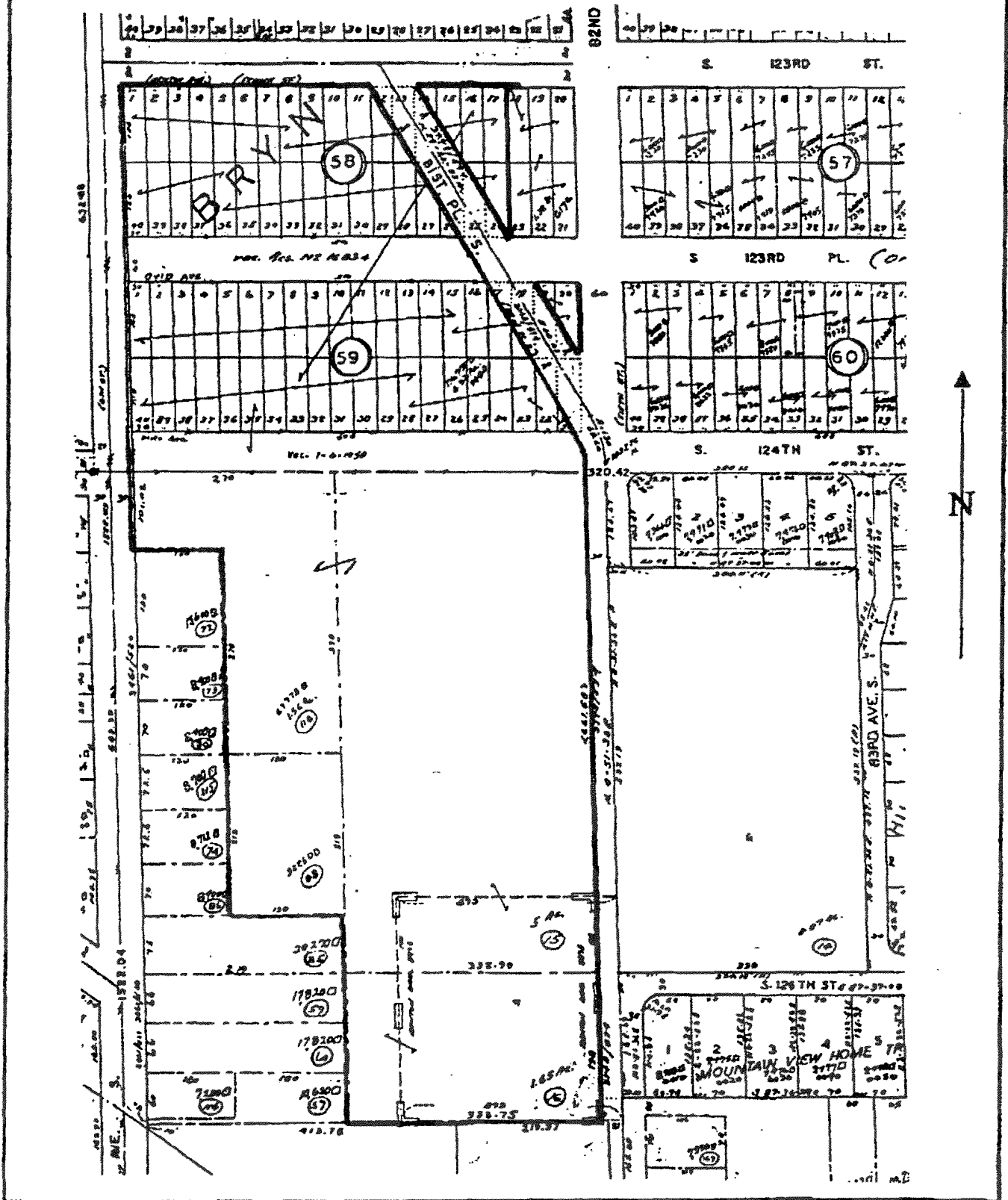
CHICAGO TITLE INSURANCE COMPANY

1800 COLUMBIA CENTER, 701 5TH AVE, SEATTLE, WASHINGTON 98104

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IMPORTANT: This is not a Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

12-23-4



USE OF BUILDINGS, EQUIPMENT AND GROUNDS

The Board of Directors of the Renton School District considers school buildings and facilities to be property which is to be used in the best interests of the entire community.

Community use of Renton School District facilities shall be based on the following beliefs:

1. School facilities shall be primarily provided for the education of pupils.
2. Schools belong to the community and shall be available for other use, provided:
 - a. the activity shall not interfere with the educational program;
 - b. a recognized community or civic group shall process an application and assume responsibility and liability for the use and care of the requested school facilities;
 - c. the user shall agree to the conditions stipulated on the form "Application for Use of School Facilities".
3. The Superintendent is authorized to waive expenses and rental charges when the best interests of the community and the School District will be served.
4. Eligible organizations shall include:
 - a. school related groups under the sponsorship of school personnel;
 - b. youth groups, community activities and clubs, service organizations and cultural advancement groups; and
 - c. Democratic and Republican political organizations holding regularly scheduled party caucuses.
5. Private organizations may use school facilities only when their sponsorship shall promote some worthy educational, civic or charitable enterprise.
6. Community clubs, civic groups and private organizations may use the Renton VTI facilities, as available, when combined with contracted food services.
7. The following requests shall be referred to the Board of Directors:
 - a. private organizations not qualified under (5) above;
 - b. political use except as noted in 4(c); and
 - c. religious use.

POLICY ADOPTED: May 2, 1972
REVISED: January 5, 1978
REVISED: November 4, 1982
REVISED: March 3, 1988
REVISED: May 5, 1988
REVISED: March 14, 1990

RENTON SCHOOL DISTRICT NO. 403

USE OF BUILDINGS, EQUIPMENT AND GROUNDS**13038**A. Application, Approval and Payment for Use of Facilities

1. Use of a school facility by an eligible organization shall be contingent upon submission and approval by both parties of a formal application. Forms are available through building principals, building managers and the Business Office. An application must be completed for every using group, whether or not a charge is involved. Availability is generally based on the order of request.
2. All information requested on the application must be furnished by the applicant, who must be a responsible and authorized representative of the group requesting the facility. A complete and detailed written resume' of proposed program may be a part of the application.
3. All applications must be approved by the building principal or designee. If the principal has a question regarding the organization and/or program, he should contact the Superintendent's Office.
4. The requesting party should be informed if there will be any rental and custodial charge and the rates, if such charges are necessary.
5. The organization making application will assume all responsibility for all damage to property and compliance with all regulations.
6. Preferably, reservations must be made at least two weeks in advance of the date desired.
7. Only that portion of the building rented and listed on the final application and approved by the School District will be available for use by the using organization.
8. Cancellations must be made one week in advance of rental date, or using organization may be responsible for rental fee and other expenses.
9. Any fees for use of school facilities shall be in accordance with the fee schedule in force at the time of application.
10. The District reserves the right to request payment of rental charges in advance. Where such advance payments are requested by the District they shall be paid to the Business Office before final approval is given. Charges must be paid within 30 days after receipt of billing by the Business Office.

13038Application, Approval and Payment for Use of Facilities (continued)

11. All billing and collections will be handled by the Business Office. The Business Office will add to any rental charge involved, custodial charges from the monthly time cards turned in by the building. All checks should be made payable to the Renton School District No. 403, and sent c/o the Business Office, 435 Main Avenue South, Renton, Washington, 98055. Any questions concerning rental charges should be referred to the Business Office.
12. Only the School District shall pay its employees for services rendered in connection with the rental of school facilities. School facilities are rented with the understanding that tipping of school personnel is not allowed.
13. A school key shall not be issued to any group authorized to use school facilities.
14. When the building or equipment is damaged or left in an unsatisfactory condition, the principal or designee shall notify the Director of Plant Facilities. The responsible group shall be billed through the Business Office for the cost of the repair and/or the cleaning of the facility and they shall be denied the use of school facilities until the payment is received.
15. Violation of the rules under which a permit is issued may be sufficient grounds for the cancellation of the permit and the denial of future permits to a group.
16. Religious organizations building new churches will be allowed to rent a school building for one year only. At the end of that period, renewal will be granted only if progress has been clearly demonstrated in attaining new facilities. The intent of the School Board is to help religious organizations to become established but not to furnish permanent housing. Such requests must be cleared by the Business Office before approval.
17. Permits will not be granted for the use of school facilities at which admission is to be charged or collection taken, or profit sought, unless such funds are used to cover verified costs of the event and any balance remaining directly channeled to educational, charitable, cultural, recreational or civic purposes in the Renton School District as approved by the School Board. The rental of the stadium is an exception to this rule in that there is no comparable site available locally.

Application, Approval and Payment for Use of Facilities (continued)

18. The School District requires organizations to hold the District harmless from liability as stated on the application form. In these cases, the District may request proof of liability insurance from the using organization.
19. Rental requests from organizations such as described below, shall be submitted through the Superintendent to the Board of Directors for approval:
 - a. all political organizations except for political party presidential caucuses;
 - b. those charging admission and/or seeking to make a profit where proceeds do not benefit groups (as cited in Item 17 above); and
 - c. rentals involving questions of liability, safety or public interest.
20. When rental of a building requires an unusual opening time for the building (e.g. Saturday morning), it shall be the responsibility of the building principal or building manager or his designee, to make proper notification to the electronic alarm company, and to assure that the alarm system is re-set when the building is closed.
21. The School District reserves the right to refuse the use of the school facilities to any group.
22. Approved applications for use of school facilities shall be revocable at the discretion of the building principal or building manager or the Board of Directors, and shall not be considered as a lease.

13038**B. Rental Regulations**

1. The hours of opening and closing buildings must be stated at the time the application is made. Buildings will be available and opened at these times only and when the designated supervisor is present.
2. If building use exceeds the time specified in the application, the District reserves the right to make an additional charge to cover expenses for the extra time.
3. All equipment, furniture and other school property will be protected and left in the same location and condition as originally found.
4. A designated District employee must be in the building immediately before, during and after school use by any group.
5. In school buildings where regular custodial help is not sufficient to handle the work involved in arranging furniture for meetings, the District will make an extra charge for this service unless the using organization provides a committee to do this work. (This provision applies especially to the use of folding chairs.) Prior arrangements are necessary.
6. The District will furnish the normal utilities and arrange for opening and closing of the building. Full supervision of those in attendance will be the responsibility of the using organization.
7. Boisterous conduct, profane or improper language and other objectionable practices will not be allowed and must be controlled by the using organization. Smoking shall be limited to such sections of the building designated by authorities. Narcotics are prohibited for possession or consumption on school premises and school grounds.
8. Use of alcoholic beverages on school property will be limited to Renton VTI banquet events in conjunction with food preparation/food services programs, limited to wine and beer only, and served on school premises. The applicant organization for facility use shall be responsible for obtaining the permit from the Liquor Control Board, and shall be responsible for monitoring and ensuring that excessive consumption shall not occur. The applicant organization will be responsible for liquor purchase, on-site delivery, and removal from the premises following the event. Renton VTI involvement will be limited to beverage chilling, providing of serving containers or glasses, service and cleanup; and Renton VTI personnel are expressly charged with responsibility to ensure that no Renton VTI students gain possession or engage in consumption of the beer or wine involved.
9. Using organizations must conform to all local police and fire department regulations. When appropriate, they will be required to notify fire and/or police departments of the dates and times the building is being used. Aisles and exits must be kept clear.

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10. When large crowds are expected, it will be the responsibility of the using organization to notify local police or sheriff's department for aid in crowd and traffic control.
11. The using organization shall be responsible for control of parking and compliance with all local traffic ordinances. This especially applies to "No Parking" restrictions. Driveways must be kept clear and no parking allowed which would block them.
12. If tickets are sold for an event and sale exceeds the capacity of the room or auditorium, the using organization must be prepared to immediately refund money for tickets and refuse admittance beyond the normal capacity of the school facilities.
13. The using organization must provide supervision adequate to meet rental conditions.

C. Classification of Organizations and Groups (All groups must complete an application.)

** 1. FREE USE ORGANIZATIONS (except where custodial or other labor charges may be required)

Free use organizations are defined generally as non-commercial, non-profit, non-partisan (except as noted below), non-sectarian groups whose purpose and rental activity is to promote education and general welfare activities of the community. The Democratic and Republican Party political organizations holding regularly scheduled party caucuses are also considered free use. Following are some examples:

After-hours student activities
 PTA meetings and activities
 Handicapped organizations
 Boy Scouts and Cub Scouts
 Girl Scouts, Campfire Girls and Bluebirds
 4-H Clubs
 Little League
 Senior Citizens
 Elections Instruction
 City of Renton and King County Recreations and Athletic Councils
 First Aid Classes
 Music and Art organizations
 Renton School District alumni associations
 Junior Achievement
 Charitable associations; e.g. Orthopedic Guild, Civitan, Business and Professional Women, Altrusa, etc.
 Renton Little Theatre
 Civil Service Examinations
 College Entrance Tests
 Regularly scheduled Party caucuses

This list is illustrative only, and not necessarily limited to those listed. Definition may be clarified by building head.

** Applies only to buildings in general; does not apply to the Hazen
 pool, stadium, kitchens, special classrooms or special equipment.

2. PAYING ORGANIZATIONS

Paying organizations are defined generally as those which charge admission and/or place the school in the position of competing with private halls, auditoriums or other facilities and which are renting for political, religious or non-school related purposes.

D. SCHEDULE OF CHARGES

1. FACILITY CHARGES

Paying organizations (C-2 above) will be charged according to the following schedule unless modified by special contract with the Board of Directors:

<u>Facility</u>	<u>Elementary</u>	<u>Middle School</u>	<u>High School</u>
Auditorium			
Lindbergh High			\$50/hour
Renton High			\$50/hour
Full Gym or Multi-Purpose	\$15/hour	\$20/hour	\$25/hour
No showers (add custodial time for shower use)			
Cafeteria (Excl. Kitchen)	\$15/hour	\$15/hour	\$15/hour
Library	\$10/hour	\$20/hour	\$30/hour
Classrooms (avoid use whenever possible)	\$10/hour	\$10/hour	\$10/hour

Hourly rates shall be charged for actual time used, rounded to nearest quarter hour.

Renton Vocational-Technical Institute)	Classroom: \$2.50 per hour
)	Laboratory: 2.75 per hour
State of Federal Supported Programs or Services)	Classroom: \$2.50 per hour
)	Laboratory: 2.75 per hour
Community Service)	No Charge

SCHEDULE OF CHARGES (continued)

2. SPECIAL CHARGES PER EVENT FOR PAYING ORGANIZATIONS

Persons providing services will be paid by the Business Office from fees charged. The District will provide an operator.

- * \$25.00 - high school gymnasium time clock
 - 10.00 - projector
 - 25.00 - football scoreboard
- * 15.00 - P.A. System
- * 10.00 - spotlights
 - 4.50 - per hour for each stage hand
 - 4.50 - per hour for each parking attendant
- * 12.00 - use of piano, plus moving and/or tuning when applicable

*Free use groups may be charged depending upon arrangements as approved by the building manager.

3. STADIUM RENTAL

Persons wishing to rent the Stadium should contact the Activities Office at 235-2423.

The following schedule of rental fees will be charged:

a. Free Use Organizations

1. Day

Track	No Charge
Field Practice or Game	Custodial or labor charges* as
Field Practice w/showers	required, PLUS Stadium Supervisor**
Meeting or Rally	at \$7.50 per hour
requiring field use	

2. Night

Night Practice or Game	Lights @ \$17.00 per hour and
Field Practice with	Custodial or labor charges* as
showers	required, PLUS Stadium Supervisor**
Meeting or Rally	at \$7.50 per hour

b. Paying Organizations

Rental fee - per Event per day

Hourly Rate (Field only)	\$70.00	PLUS Custodial and labor charges*
Locker Room (per hour)	10.00	as required, field lights @
Stands Only	160.00	\$15.00 per hour if needed and
Stands and Track	210.00	Stadium Supervisor** at \$7.50
Total Facility	700.00	per hour

When entering into Stadium rental agreements with paying organizations, the District reserves the right to negotiate a percentage of the gate in lieu of, or in addition to, the basic rental fee, when it is appropriate to do so.

* Labor charges may include cleanup crews at \$6.00 per hour per person as needed.

** Stadium Supervisor is a designated District employee who will be in attendance during activities.

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SCHEDULE OF CHARGES (Continued)4. Kitchen Rental and Banquet Conditions for All Groups

- a. All requests for the use of a kitchen must be made on an "Application for Use of School Facilities" form and confirmed by the Food Services Specialist at 235-2240.
- b. A school district food service employee must be on duty. Arrangements are made by the Food Service Specialist. Charges will be made as follows:
 - * 12.50 Regular time
 - * 18.75 Time and one-half for work beyond 8 hours per day, or Saturday
 - * 25.00 Double time for Sundays and Holidays

*A minimum of two hours will be charged

- c. Where kitchens are used to prepare coffee and light refreshments a rental fee of \$30.00 is charged to paying organizations.
- d. For large scale cooking, a rental fee of \$60.00 per event is charged, plus salary for necessary cafeteria personnel at rates shown in "b" above.

3. Custodial charges shall be in addition to the above.

5. Hazen Pool for All Groups

Pool rentals are arranged by the Pool Manager, 235-2227.

When the entire pool is rented on a hourly basis, \$13.20 per hour shall be charged. Prorated charges may be developed depending upon how the pool is used. Any exceptions must be approved by the Board of Directors.

In addition to this charge the District reserves the right to require that District personnel be hired for supervisory and/or custodial purposes.

6. School Use Restrictions

Motor scooters or motor bikes, go-carts, horses and golfing are prohibited on school grounds and property. The following notice shall be posted on all school grounds:

"Motor scooters, motor bikes, go-carts, horses and golfing are prohibited on school grounds by order of the Board of Directors."

7. CUSTODIAL CHARGES

Custodial charges included in all rentals are normally defined by union agreement with the school district. As applied to rental of facilities, this includes:

* Regular time	20.00 per hour
* Time and one-half	30.00 per hour
1. Beyond normal work day	
2. 6th consecutive day	
* Double time	40.00 per hour
1. 7th consecutive day or Sunday	
2. Holidays as defined by union agreement	
3. Overtime exceeding 48 hours in a given week	

*Outside agencies will be charged a minimum of three hours.

RULES

Approved: January 5, 1978
Revised: May 30, 1978
August 29, 1979
August 29, 1980
August 3, 1982
August 22, 1983
January 1, 1985
August 27, 1986

RENTON SCHOOL DISTRICT NO. 403

Renton, Washington
May 1, 1989
September 1, 1989
September 1, 1990
September 1, 1991
September 1, 1995
September 1, 1996

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E. Operational Procedures

1. As a general guideline, priority scheduling of the Administrative Center will be provided for Board and Superintendent initiated Renton School District activities of a districtwide nature.
2. As available, space will be provided for any District initiated activity requested by any administrator with districtwide responsibilities.
3. During negotiations negotiators are to have priority scheduling rights and rights of pre-empt for Room 3 and Room 5, EXCEPT for Board use of Room 3. When conflicts arise, the scheduling secretary will notify the parties who are pre-empted as soon as possible. It will be up to the party so notified to reschedule an alternate facility or time.
4. During working hours the scheduling secretary will attempt to keep one conference room available for emergency District meeting use.
5. District initiated inservice classes of an on-going nature which will tie up facilities on a recurring basis over more than a one week period may be assigned to the Ford Instructional Materials Center but will not be assigned to the Board Room.
6. Classes other than District initiated of an on-going nature which tie up facilities on a recurring basis over more than a one-week period and community uses other than Renton School District initiated will be referred to Renton High School unless they are specifically oriented to a particular neighborhood or particular locale in the community. In the latter two instances the request will be forwarded to the appropriate elementary, middle, or high school by the requesting party.
7. The scheduling secretary has the authority to assign and change rooms for greater accommodation of group size and task as needed.

RULES AND REGULATIONS

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After school use of building and grounds

1. The Board of Directors of Renton School District No. 403 considers school buildings and facilities to be public property which is to be used in the best interests of the entire community. However, school functions will have priority over community requests in processing applications for school use.
2. Applications will not be approved for any meeting which may be in any way prejudicial to the best interests of the schools. Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. This shall include proper police and fire protection where necessary.
3. A paid school district employee must always be in the building during after school use of the facilities requested. (When a building custodian is engaged it is understood by Union contract, that the custodian must be paid a minimum of 3 hrs. overtime which includes 30 minutes to open the building and a minimum of 30 minutes to close and secure the building.)
4. Applications for use of facilities must be filed with the building principal at least one week, but not more than 45 days, prior to the date of need.
5. If possible, cancellations must be made one week in advance of rental date or applicant may be responsible for rental fee and other expenses.
6. Smoking is prohibited.
7. Profane language, possession or use of intoxicating liquor, boisterous conduct, betting or other forms of gambling shall not be permitted on school premises.
8. Decorations or application of material to walls or floors must receive special permission of the building principal.
9. Applicant must remove at his own expense all materials, equipment, furnishings or rubbish left after use of school facilities. The school district will provide only normal janitorial services in connection with the use of building or grounds. Custodians are on a regular work schedule in other areas of the building and are expected to complete their work during their regular shift.
10. Classroom use during the school year will not be allowed except by special permission of the building principal.
11. Facilities used shall be limited to those specified on the application. Additional or unusual services of the custodian or other district employees must be discussed with the building principal and indicated on the application. Custodians do not have authority to permit use of facilities or equipment not indicated on the application.
12. Rentals must be paid in advance of rental date unless other arrangements are made at the time of application. Other charges shall be paid promptly after billing by the school district.
13. Approved applications for the use of school facilities shall be revocable at the discretion of the building principal or the Board of Directors and shall not be considered as a lease.
14. Tipping of school personnel is not allowed. Only the school district shall pay employees for services rendered in connection with the rental of school facilities.
15. Funds received from admissions or collections, shall be used to cover minimum costs of the meeting and any balance remaining must be devoted to educational, charitable, cultural, recreational or civic purposes in the Renton School District as approved by the School Board. Applicant shall leave a financial statement of revenue and expenses with the building principal.
16. Gym shoes are required in gymnasiums for all activity-type games such as basketball, volleyball and badminton.
17. The applicant must exercise the utmost care in the use of school premises and must save the Renton School District harmless from all liability resulting from the use of requested facilities.
18. It shall be the responsibility of the renting party to report in writing to the principal any accidents or injuries suffered by individuals during the use of school district facilities.
19. Any destruction of school district property occurring during the use of district facilities must be reported in writing to the principal.

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APPLICATION FOR USE OF SCHOOL FACILITIES

FACILITY REQUESTED _____

No. _____

SCHOOL: _____ AREA: _____ EQUIPMENT: _____

BEGINNING DATE _____ DAY(S) OF THE WEEK _____

ENDING DATE _____ HOURS: FROM _____ TO _____

QUOTED RATE OF CHARGES: BASIC RENTAL _____ per hour _____

NO CHARGE INVOLVED:

EQUIPMENT _____

CUSTODIAL TIME _____ per hour _____

(RENTAL FEES SHALL BE DETERMINED BY THE LATEST ESTABLISHED RENTAL RATES)

ADVANCE PAYMENT MADE WITH APPLICATION: \$ _____

ADDITIONAL CHARGES TO BE BILLED TO:

NAME _____ PHONE (home) _____ (work) _____

ADDRESS (street) _____ CITY _____ ZIP _____

ORGANIZATION MAKING REQUEST: _____

PURPOSE FOR WHICH FACILITY WILL BE USED: _____

APPROXIMATE NUMBER EXPECTED: _____

WILL THERE BE AN ADMISSION, COLLECTION OR FUNDS SOLICITED? YES NO

If yes, for what purpose will proceeds be used? _____

WHAT TYPE OF SUPERVISION WILL BE PROVIDED? _____

AGREEMENT: The undersigned hereby makes application to Renton School District No. 403 for use of school facilities described above and certifies that the information given in the application is correct. The undersigned further states that he has the authority to make this application for the applicant, and agrees that the applicant will observe all rules and regulations of the Board of Education and of the Principal of the School in which the facilities are requested. The applicant agrees to exercise the utmost care in the use of the school premises and property and to save the Renton School District harmless from all liability resulting from use of said facilities and further agrees to use ONLY those facilities indicated above. Applicant further agrees to read and abide by the Rules and Regulations set forth on the back of this application. If requested, the applicant is required to furnish the Renton School District with proof of Liability Insurance in amounts of not less than \$500,000 each Occurrence and \$1,000,000 Aggregate Bodily Injury and Property Damage Liability and such policy shall acknowledge that the Hold Harmless clause contained in this agreement is insured therein. It is further agreed the Renton School District shall be shown as an Additional Insured.

SIGNED: _____

(Building Principal)

ADDRESS: _____

DATE _____

CITY: _____ ZIP: _____

PHONE: _____

APPROVED _____

(Business Office/Board)

DATE: _____

DATE _____

DISTRIBUTION AFTER COMPLETION:

- WHITE - Applicant's copy
- GREEN - Business Office
- CANARY - Maintenance Dept.
- PINK - Principal's copy
- GOLDENROD - Confirming

TO BE COMPLETED AFTER USE OF FACILITY

Hours of actual use: from _____ to _____

Custodial hours: from _____ to _____

EXHIBIT J

EXAMPLES OF STUDENT ORIENTED PROGRAMS
FOCUSING ON STUDENTS AT DIMMITT MIDDLE SCHOOL

This listing is intended to be an example, not an all-inclusive listing, of the kinds of programs King County will provide for youth and teens at the West Hill Community Center and adjacent Dimmitt Middle School. Programs are designed to give participants the opportunity to explore, experience, and appreciate a wide variety of activities as they learn more about themselves, their unique talents, and their community. Emphasis will be placed on appreciation and understanding of diverse cultures and values.

Programs will be offered on a scheduled basis and may be structured as workshops, performances, special events, discussion groups, or a series of classes. There is also dedicated space and time for informal socializing, youth/staff interaction or for youth to choose their own activities such as small and large table games or to explore resource materials.

Examples of Programs:

Performing Arts: Dance, drama, music, touring performances

Visual Arts: Multi-media, drawing, painting, cartooning, photography

Crafts/Homeskills: Sewing, decorations/decorating, jewelry, knitting, weaving, woodworking, cooking, home repair, (use of technology center at school for related projects)

Literacy: Homework help, student mentoring, computers, journalism, poetry, writing

Fitness/Athletics: Fitness, self defense, basketball, volleyball, softball/baseball, tennis, badminton; skill development, informal play or competition between other facilities

Life Skills: Communication and communication styles, trust building, negotiating, creative problem solving, teambuilding, motivation, leadership, goal setting, pre-employment, community service projects

Special Events: Programs that honor community or culturally significant dates with activities that reflect the different ways people celebrate. Also opportunities to bring unique outreach resources from educational institutions such as the Woodland Park Zoo, Pacific Science Center, Museum of Flight, Seattle Children's Museum, etc., into the facility.

March 12, 1998

Introduced By:

LARRY GOSSETT

Kent Pullen

Wmnord

Proposed No.:

97-539

ORDINANCE NO. **13039**

AN ORDINANCE relating to the Women's Advisory Board, amending Ordinance 3631, Sections 1,5,7 and 9, as amended and K.C.C. 2.30.010, 2.30.040, 2.30.060 and 2.30.080 and repealing Ordinance 3631, Sections 2,3,6 and 8, and K.C.C. 2.30.020, 2.30.030, 2.30.050 and 2.30.070.

PREAMBLE:

The King County council is committed to assuring that women's rights and needs are taken into account in all aspects of county operations and programming. In 1978 the council formally expressed this commitment in the adoption of Ordinance 3631, creating the King County Women's Advisory Board. Since adoption of Ordinance 3631 much progress has been made in promoting the rights of women and developing programs to better meet the needs of women, including programs in such areas as domestic violence and sexual assault. In order to ensure this progress is maintained and enhanced, the council wishes to reaffirm and reemphasize the critical role of the King County Women's Advisory Board.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 3631, Section 1, as amended and K.C.C. 2.30.010 are hereby amended to read

as follows:

Created. A women's ~~((program and women's))~~ advisory board ~~((are))~~ is created to ~~((foster programs, legislation and policies for the benefit of women throughout King County))~~ act in an advisory capacity to the executive and council, making recommendations to ensure that the needs, rights and well-being of women are taken into account in the development and implementation of legislation, policies, programs and funding in King County. ~~((Goals and objectives of the women's program and women's advisory board shall include the following))~~ The duties of the women's advisory board are:

A. To ~~((document))~~ assess the needs of women in King County and make recommendations regarding how best to meet their unmet needs;

B. To review county programs serving women, including their budgets, and recommend ways that ~~((the existing service delivery system))~~ these programs can be more responsive to the needs of women and more effective in meeting women's needs;