

**INTERLOCAL AGREEMENT REGARDING THE
JOINT USE AND DEVELOPMENT OF CITY AND DISTRICT FACILITIES**

THIS AGREEMENT (“Agreement”), is made and entered into as of the date set forth below by and between the City of Sammamish (the “City”), a Washington municipal corporation, and Issaquah School District No. 411 (the “District”), a political subdivision of the State of Washington, for the joint use and development of certain City and District recreational facilities.

RECITALS

WHEREAS, it is in the public interest to maximize the use of both City and District recreational facilities; and

WHEREAS, there is overlapping of interest in the operation of these facilities by the City and the District; and

WHEREAS, joint use of facilities ensures better utilization of buildings, athletic facilities, parks and open spaces, and avoids duplication of facilities, thereby saving tax monies; and

WHEREAS, a City and District cooperative approach can provide for the development, operation and maintenance of facilities for their better utilization by recreational, athletic, and other groups within the greater Sammamish community; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act) permits local government to make the most efficient use of their power by enabling them to cooperate with other government entities on the basis of mutual advantage; and

WHEREAS, chapter 35.59 RCW recognizes and authorizes local governments, including cities and school districts, to make agreements for joint operation of multi-purpose facilities; and

WHEREAS, the City and District wish to explore opportunities to develop and improve facilities and equipment to support programming by both parties; and

WHEREAS, the City and the District desire to enter into an agreement to establish the terms of joint use of certain recreational facilities, all as provided for herein.

NOW THEREFORE, in consideration of the promises and commitments contained herein, the Parties hereto agree as follows:

AGREEMENT

1. PURPOSE. The purpose of this Interlocal Agreement is to establish the terms that will govern the City's and District's cooperative effort in the use and development of the facilities identified in Exhibit A and supplemental terms specific to maintenance, capital improvements, and use of the Skyline High School athletic practice field as described in Exhibit B, (both Exhibits A and B being attached hereto and incorporated herein by this reference), which the City and District have identified as suitable for use in programs of both agencies, subject to the conditions and regulations of the applicable local budget laws and subject to certain limitations as outlined in this Agreement.

2. PARTIES. The parties to this Agreement are the City and the District. There are no other parties and no third party beneficiaries. This Agreement creates no legal right, obligation, or cause of action in any person or entity not a party to it. The parties' representatives are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the parties' representatives. Either party may change or substitute its representative at any time during the term of this Agreement by providing written notice to the other party.

The City's representative is:

City Manager (or his/her designee)
801 228th Ave SE
Sammamish, WA 98075
(425) 295-0500

The District's representative is:

Superintendent (or his/her designee)
565 NW Holly Street
Issaquah, WA 98027
(425) 837-7000

3. TERM. The term of this Agreement shall commence on the date of execution and continue in full force and effect until terminated pursuant to Section 20.

4. SCHEDULING. Each party shall schedule its own facilities, taking into consideration the requests of the other party for priority use when definite plans for use are presented; provided that such priority use shall be limited by and secondary to the primary activities and programs sponsored by each party on its owned facilities and by any pre-existing agreements establishing preferential status for the use of any facilities identified in Exhibit A. If a party's reserved usage plans change during the year, unneeded dates should be cancelled at least one week in advance.

5. HOLD HARMLESS. The City and the District, in the use of the other party's areas and facilities, shall each defend, indemnify, and hold harmless the other entity's officers, agents,

employees, guests, invitees or visitors from all loss, damage, liability, or expense (including expense of litigation), resulting from any actual or alleged injury or loss arising from this Agreement and which is caused by or results from any act or omission of the party using the areas or facilities of the other, except to the extent of any actual or alleged loss or damage that is a result of the conduct or omission of the other party. Each shall observe the policies of the other when using the other's facilities. The City and District will be responsible for making their policies known to the other.

6. REGULAR MAINTENANCE. Without limiting any term herein, each party hereto shall be solely responsible for the maintenance and improvement of its own facilities and, subject to each party's budget authority, shall provide for regular maintenance of such facilities. If either party is unable to maintain any of its facilities in a manner consistent with the conditions existing as of the date of this Agreement, such party shall notify the other party immediately.
7. REPAIR AND REPLACEMENT FOR DAMAGE. The City and District, in the use of the other's areas and facilities, shall each be responsible for the cost of repair or replacement to the other's areas and facilities which is caused by any act or omission of the using or scheduling party, its officers, agents, employees, guests, invitees or visitors, excluding normal wear and tear.
8. DEVELOPMENT PLANS. The City or District may propose development plans for areas and/or facilities belonging to the other's facilities after first consulting with the owner-party concerning the feasibility of such development proposal. The costs of preparing such development plans shall be borne entirely by the initiating party unless a written agreement to share such costs is approved by both parties. Prior to the initiation of any construction, improvement or installation of such development plans, the initiating party must first gain written approval from the owner-party.
9. IMPROVEMENTS BY OWNER. No approval or consultation shall be required if the owner-party seeks to make improvements or repairs to the owner-party's property or facilities; provided, however, the owner-party shall be required to coordinate such improvements or repair with the user-party in order to best minimize interference with the user-party's scheduled use and activities at the site.
10. EXPENDABLE MATERIALS. The City or District shall, at each entity's own expense, furnish and supply all expendable materials necessary for carrying on its respective activities at the facility of the other party.

11. SUPERVISION. Each agency will provide on-site supervision for all of its scheduled activities and will take full responsibility for any non-custodial cleaning required at the conclusion of the scheduled activity.
12. SECURITY. The District will provide the City with appropriate keys, security cards, and training to use school security systems during non-school hours; provided that, the City represents and warrants that such keys and security cards shall only be used for scheduled community uses.
13. CANCELLATIONS. Both agencies agree to recognize and abide by all scheduled uses, as agreed to in written rental or other agreements. The owner-party shall only cancel a scheduled use or activity in the case of emergency or mutual agreement. On behalf of the District, the Building Principal of each school site or the District Superintendent shall determine what constitutes an emergency for purposes of this Agreement. On behalf of the City, the City's Director of Parks & Recreation, or his or her designee, shall determine what constitutes an emergency for purposes of this Agreement. City recreation programs held at District sites will be subject to and shall adhere to the District weather closure policies.
14. INSURANCE. Each party shall maintain commercial general liability insurance or other similar liability coverage acceptable to the other party covering injuries to persons and damage to property, with the other party added as named additional insured covering all of the activities pertaining to this Agreement. Either party's participation in a self-insurance risk pool shall satisfy the requirements set forth herein. By requiring such insurance coverage, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party under this Agreement.
15. ON-SITE STAFF SUPERVISION. A custodian or assigned staff member provided by the owner-party is required to be present at all activities conducted in the owner-party's facilities, unless both parties have agreed that a custodian or assigned staff member can be provided by the user-party or is not needed for that particular activity. Custodians or assigned staff members are required to be on-site one-half (1/2) hour before the activity and one (1) hour after the activity. Invoices for any incurred custodial services will be sent from the owner-party to the user-party once a month.
16. DIRECT COSTS. The City will invoice the District for "direct" costs of usage at City-owned facilities used by the District. The District will invoice the City for the "direct" costs of usage at District sites used by the City. Examples of "direct" costs include the salaries and benefits of lifeguards, event managers, instructors, custodians, facility monitors or other agency personnel

directly involved in facilitating the other agency's programs. Neither the City nor District will invoice the other for "indirect" expenses such as utility costs.

17. COORDINATION OF USES. The District and City shall each designate a representative (the "Designated Representatives") to meet regularly to discuss and resolve as necessary any facility use issues. The Designated Representatives, who shall be denoted in writing by the District Superintendent and the Director of Parks and Recreation, will meet at least twice a year to consider staffing issues, problems, planned programs, disputes and conflicts, changes in design, development, operation, maintenance, scheduling, and other policy issues resulting from the joint use of facilities. If the Designated Representatives are unable to reach a solution on a particular matter, it will be referred to the District's Superintendent and to the Director of Parks and Recreation, or their designees, for resolution.
18. ALL AGREEMENTS SUPERSEDED. This Agreement between the City and the District supersedes all prior negotiations, representations, or agreements, including any amendments thereto, either written or oral, related to the subject matter herein. This Agreement may only be amended by a written, signed agreement by both the City and District.
19. TERMINATION. This Agreement may be terminated by either party upon the filing of at least one year's advance written notice to the other party; provided that, the parties may jointly agree to terminate this Agreement at any time. The obligations under Section 5, Hold Harmless, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.
20. AUTHORITY. Each Party to this Agreement represents and warrants to the other Party that it is authorized to do the things contemplated by it herein and that it has obtained all authorizations and approvals as necessary and appropriate for purposes of execution of this Agreement.
21. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.
22. HEADINGS NOT PART OF AGREEMENT. The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.
23. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.

- 24. JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the exclusive venue for any such litigation shall be the King County Superior Court in Seattle, Washington.
- 25. RECORDING. In compliance with RCW 39.34.040, this Agreement shall be recorded in the office of the King County Auditor or, at the option of the Parties, posted electronically on the Parties' website.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

CITY OF SAMMAMISH

ISSAQUAH SCHOOL DISTRICT NO. 411

By _____
Lyman Howard, City Manager

By _____
Ron Thiele, Superintendent

Date _____

Date _____

APPROVED AS TO FORM:

By _____
_____, City Attorney

By _____
_____, District Attorney

EXHIBIT A

DISTRICT FACILITIES:

Beaver Lake Middle School
Cascade Ridge Elementary
Challenger Elementary
Discovery Elementary
Endeavor Elementary
Pine Lake Middle School
Skyline High School
Sunny Hills Elementary

CITY FACILITIES:

Beaver Lake Park
Beaver Lake Preserve
Big Rock Park
Ebright Creek Park
Klahanie Park
Pine Lake Park

EXHIBIT B

SECTION 1: Purpose and Subject Matter

The purpose of this Exhibit B to the Interlocal Agreement regarding the Joint Use and Development of City and District Facilities is to set forth supplemental terms and conditions specific to the maintenance, capital improvements and use of the athletic practice field located at the District's Skyline High School (the "Field). In the event of a conflict in terms between the Interlocal Agreement and this Exhibit B, the terms of this Exhibit B shall control. Attachment 1 to this Exhibit B is a conceptual layout which generally illustrates the location of the Field improvements.

SECTION 2: Athletic Field

- A. The Field is a multi-use, synthetic turf sports field with lighting to be used by the District for school purposes and by the public for recreation purposes.
- B. The City will serve as the lead agency on the turf replacement project ("Project"), including management and oversight of the construction Project, tentatively scheduled to be completed in August 2017.
- C. The District will be responsible for 80% of the actual costs of the Project and the City will pay 20%. The Total Project cost is currently estimated at \$1,300,000. Promptly upon approval by the City's Project Manager of a pay request from the Project Contractor, the City shall provide the District with a copy of the approved pay request. The District shall make payment in an amount equal to 80% of the approved pay request amount to the City within 20 days of receipt of the approved pay request from the City in order to ensure timely payment to the Project Contractor of each approved pay request.

SECTION 3: Scheduling

The District shall serve as the scheduling coordinator for the Field. In the spirit of the partnership and in reflection of the capital investments made by the City, the District will ensure that adequate Field time is made available for community use, to include regular weekday use during the spring and fall WIAA sports seasons and use during all other times of the year.

SECTION 4: Maintenance, Repair and Utilities

- A. The District will be responsible for all maintenance and repair of the Field, at the District's sole expense. In doing so, the District shall maintain and keep in good repair the Field and any

landscaping associated with the facility. This shall include maintenance of the synthetic turf, and additions to the synthetic turf (e.g. spectator stands, goal posts etc.).

- B. The District shall provide and pay for the costs of all utilities associated with operation of the Field, including the field lights.

SECTION 5: Reporting

The District shall maintain documentation related to the Field, including documentation of all rental fees collected, maintenance and utility costs, and the number of field use hours by the District and by the community. Reports shall be provided by the District to the City annually.

SECTION 6: Construction Safety

In the City's construction of the Project, the City shall not materially interfere with the operation of the high school or endanger the students or the employees of the District.

SECTION 7: Drug-Free Workplace

In the construction of the Project, the City and its contractors and all subcontractors, and employees or laborers shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the District property.

SECTION 8: Tobacco Products

Pursuant to RCW 28A.212.310, no tobacco products of any kind may be used on the Field and surrounding areas or in any other property of the District.

SECTION 9: No Pets

Pets shall not be permitted at the Field and the District agrees to include signs which notify the public of this policy.

SECTION 10: Termination

Upon termination of this Agreement by the District, the City shall be reimbursed for the depreciated value of the City-funded portion of the Project and the City-funded portions of any other capital improvements made during the term of this Agreement. For simplicity and certainty, all capital

improvements will be depreciated over a 10-year period using a straight-line methodology.

The City-funded portion of the Project and any other capital improvements will be based upon actual project costs. At the time of writing this Agreement, the estimated combined City and District project cost for the Project is:

Total Construction Costs	\$ 1,166,961.40
Construction Contingency	\$ 50,000.00
Design Contract	\$ 49,750.00
Total Estimated Project Cost	\$ 1,266,711.40

Upon termination of the Interlocal Agreement by the City, the District shall not be required to reimburse the City for any capital improvements made to the facilities involved in this Exhibit B.

Attachment 1: Conceptual Layout of Improvements to the Community Sports Field at Skyline High School

