

**INTERLOCAL AGREEMENT REGARDING THE JOINT USE, DEVELOPMENT AND
MAINTENANCE OF CITY AND DISTRICT PROPERTIES**

This Interlocal Agreement for the Joint Use, Development and Maintenance of City and District Properties (the "Agreement"), dated this 21st day of September, 2004, is by and between the CITY OF SAMMAMISH, a municipal corporation of the State of Washington, hereinafter called "City", and the ISSAQUAH SCHOOL DISTRICT NO. 411, a municipal corporation of the State of Washington, hereinafter called "District".

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

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

WHEREAS, joint usage 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 joint City-District cooperation philosophy can provide for the development, operation and maintenance of facilities for their better utilization by recreational, athletic and other groups within the greater Issaquah/Sammamish community; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to enter into interlocal agreements to provide services and facilities through the joint and cooperative exercise of powers, privilege, and authority; and

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

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereby do agree as follows:

1. Purpose. It shall be the policy of the City and District to cooperate in the planning, development, operation and maintenance of the facilities identified in Exhibit A attached hereto and incorporated herein by this reference, which are suitable for use in programs of both agencies, subject to the conditions and regulations of the local budget laws and subject to certain limitations as outlined in this Agreement.

2. The City of Sammamish shall have priority use of District facilities located within the City of Sammamish jurisdiction, as identified in Exhibit A. The District and City recognize that Issaquah Parks and Recreation currently conduct programs at many of the District facilities within Sammamish and will continue until Sammamish establishes recreational programs requiring District facility space.

3. Primary Use; Other Agreements. Except as otherwise provided for in Paragraph 2 of this Agreement, the City or School District shall receive first consideration in the use of the other's facilities, as identified in Exhibit A. Such use, however, shall be limited by and secondary to the primary activities and programs sponsored by each owner party and

by previous agreements establishing preferential status for the use of any facilities as identified in Exhibit A.

4. Scheduling. The facilities of the other party should be scheduled only when there are definite plans for activities. If 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's areas and facilities, shall hold and save harmless the other entities' 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 to any person or firm or any actual or alleged loss of or damage to any "person's or firm's" property, which is caused by or resulting 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. Repair and Replacement for Damage. The City and District, in the use of the other's areas and facilities, shall be responsible for the costs of repair or replacement to the other's areas and facilities which is caused by any act or omission of the using party, its officers, agents, employees, guests, invites or visitors, excluding normal wear and tear.

7. Comprehensive Development Plans. The City or District may propose comprehensive 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 incurring of any costs. 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.

8. Improvements by Owner. No approval or consultation shall be required if the owner-party seeks to make improvements or repairs to the owner-property; provided, however, the owner shall be required to coordinate such improvements or repair with the user-party in order to minimize interference with the user-party's use and activities at the site.

9. Expendable Materials. The City or District shall, at each entities' own expense, furnish and supply all expendable materials necessary for carrying on its respective activities at the facility of the other party.

10. 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.

11. 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 previously scheduled community uses.

12. Both agencies agree to recognize and abide by all scheduled uses, as agreed to in written rental agreements. The owner-party shall only cancel a scheduled 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, 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.

13. 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 insureds covering all of the activities pertaining to this Agreement. 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.

14. Scheduling. The District will provide the City a schedule of school-sponsored events at least once each quarter. The City's Parks and Recreation Department will only

schedule events after the school staff has determined school district usage. Each party will provide the other with at least one (1) week notification of any schedule changes, barring unforeseen circumstances or emergencies. The intent of notification is to ensure the reservation is not cancelled unless mutually agreed to thereby maximizing use of the space.

15. Custodial Services. A District custodian is required to be present at all activities, unless both the City and District have agreed that a custodian can be provided by the City. Custodians provided by the District are required to be on-site one-half (1/2) hour before the activity and one (1) hour after the activity, with a minimum of three (3) hours. The District will invoice the City once a month for custodial services.

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. Example of “direct” costs includes the salaries and benefits of lifeguards, events managers, instructors, custodians, 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 water, heat or lights.

17. Coordination of Uses. District and City shall each designate a representative (the “Designated Representatives”) to meet regularly to resolve 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, either written or oral. This Agreement may only be amended by a written, signed agreement by both the City and District.

19. No Other Rights. It is understood that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

20. Termination. This Agreement may be terminated by either party upon the filing of 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.

21. Designated Representatives.

The City's representative for purposes of administering this Agreement is the Director of Parks and Recreation or his/her designee whose address is [Insert address].

The District's representative for purposes of administering this Agreement is the Superintendent or his/her designee whose address is 565 N.W. Holly Street, Issaquah, Washington 98027.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year set forth below.

Ben Yazici, City Manager

Janet Barry, Superintendent

Bruce Disend, City Attorney

School District Attorney

EXHIBIT A

The City and the Issaquah School District agree to enter into an Interlocal Agreement for community use of the following facilities:

ISD:

Beaver Lake Middle School
Cascade Ridge Elementary*
Challenger Elementary
Clark Elementary
Endeavor Elementary
Issaquah High School
Issaquah Middle School
Issaquah Valley Elementary
Pine Lake Middle School*
Sunset Elementary**
Skyline High School*
Sunny Hills Elementary*
Discovery Elementary*
Cougar Ridge Elementary**
Maple Hills Elementary***
Liberty High School***
Maywood Middle School***
Briarwood Elementary***
Apollo Elementary***

City of Sammamish:

Beaver Lake Park
East Sammamish Park
Northeast Sammamish Park
Pine Lake Park

Deleted: [List City facilities]

**City of Sammamish has first claim on the use of these schools*

***City of Bellevue has first claim on the use of these schools*

****Five Star Athletic has first claim on the use of these schools*