

RECEIVED

JUL 29 2004  
CITY OF MAPLE VALLEY

DEVELOPMENT AND MAINTENANCE AGREEMENT  
LAKE WILDERNESS ELEMENTARY SCHOOL SITE

Clerk's  
Receiving No. 608  
Date: 08/05/2004  
Reference: C-04-355  
City Clerk: Deputy  
R-04-360

This agreement is entered into this 29<sup>th</sup> day of July, 2004 between the City of Maple Valley ("CITY"), a municipal corporation, and the Tahoma School District ("SCHOOL DISTRICT"), a municipal corporation.

WHEREAS, both the City and the School District are public agencies that wish to work cooperatively in order to provide recreational facilities to the general public; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34;

NOW, THEREFORE, in consideration of the promises and benefits flowing to each party, it is mutually agreed as follows:

1. LOCATION OF SITE: This Agreement is applicable to certain real property owned by the School District and described in Exhibit "A," attached hereto and by this reference incorporated herein, and commonly referred to as the "Lake Wilderness Elementary School Site" ("Site").

2. SCHOOL DISTRICT RESPONSIBILITY: The School District shall make the Site available to the City for the development and renovation of the field areas indicated on Exhibit "A."

3. CITY RESPONSIBILITY: The City shall construct improvements on the Site as described on Exhibit "A" ("Improvements"). All work shall be in conformance with the site plan and final construction documents, which shall be mutually agreed upon by the parties prior to commencement of construction.

4. MAINTENANCE OF SITE:

A. The City shall present a yearly Turf Management Schedule to the School District on or before February 1 of each year of this Agreement describing the work to be done during that year, a time line for the work to be done, and an irrigation schedule. The School District shall be responsible for completing the work, and for providing irrigation, in accordance with the time line set forth in the Turf Management Schedule.

B. The City shall reimburse the School District for the School District's labor costs for the work set forth in the Turf Management Schedule at the rate of forty percent of the salary and benefits of a Level 1 - 1.00 FTE (full time equivalent) School District Grounds Maintenance worker.

C. The City shall reimburse the School District for 75% of the cost of the water used for irrigation of the Site under the Turf Management Schedule. The City shall

make such reimbursements within 30 days of receipt from the School District of a copy of the paid utility bill(s).

D. In addition to the work set forth in the Turf Management Schedule, the School District shall be responsible for all routine maintenance of the Site including, but not limited to mowing and garbage collection.

5. SCHEDULING: The School District shall be responsible for scheduling the fields.

6. USE PRIORITIES: The School District shall have first priority in making use of the Site. The City shall have second priority in making use of the Site. All other requests for use of the Site shall be subordinate to the rights of the School District and the City.

7. CONSTRUCTION TIMING: The parties shall mutually agree upon a construction time line for the Improvements, along with restrictions on the use of the Site, in order to provide ample time for the establishment of the turf area.

8. MATERIALS AND SUPPLIES:

A. The cost of materials and supplies associated with ongoing maintenance of the Site, such as fertilizer, weed and pest control chemicals, and cleaning supplies, shall be shared equally by the parties.

B. The School District shall be responsible for all expenses associated with repairing damage to the Site caused by weather conditions, vandalism, or other unforeseen circumstances.

C. All work shall be completed diligently and, where practical, so as not to unduly disrupt scheduled events.

9. SUPERVISION: The School District shall provide such on-site supervision for School District and non-City activities scheduled at the Site as it deems appropriate. The City shall provide such on-site supervision for City activities scheduled at the Site as it deems appropriate.

10. LIABILITY INSURANCE: Both parties, at their sole expense, shall provide liability insurance for their activities at the Site and shall name each other as co-insured.

11. INDEMNIFICATION:

A. The City shall defend, indemnify, and hold the School District and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys'

fees arising out of or in connection with any negligent acts or omissions by the City in performance of this Agreement.

B. The School District shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with any negligent acts or omissions by the School District in performance of this Agreement.

C. It is further specifically and expressly understood that the indemnifications provided herein constitute the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. USE OF PREMISES: The School District agrees to permit the public to utilize the site when not being used by the School District. The School District agrees not to restrict public use of the site except during school activities. The School District retains the right to place rules and regulations on use of the site for the purposes of safety or maintenance.

13. TERM: This agreement shall be effective for a twenty year period beginning the 29<sup>th</sup> day of July, 2004 and terminate at midnight the 29<sup>th</sup> day of July, 2024.

14. STIPULATIONS: The parties acknowledge that funding for the Improvement of the Site involves a grant from the State of Washington Interagency Committee ("IAC") and that the following stipulations are associated with the grant: this Agreement must be for twenty years, may not be revocable at will, and the facility must be open to the public.

15. TERMINATION: This agreement may only be terminated in accordance with the procedures established by the IAC pertaining to termination.

16. PROJECT MANAGEMENT: The City shall be the project manager for construction of the Improvements and be responsible for coordinating construction work with the School District.

17. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. NOTICES:

Notices to the City shall be sent to the following address:

City Manager  
City of Maple Valley  
22035 SE Wax Road, Suite 5  
Post Office Box 320  
Maple Valley, WA 98038

Notices to the School District shall be sent to the following address:

Lori Cloud  
Director of Financial Services  
Tahoma School District  
25720 Maple Valley-Black Diamond Road S.E.  
Maple Valley, WA 98038

19. APPLICABLE LAW/VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

20. SEVERABILITY: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

FOR THE CITY:

John Starbard, City Manager

Date

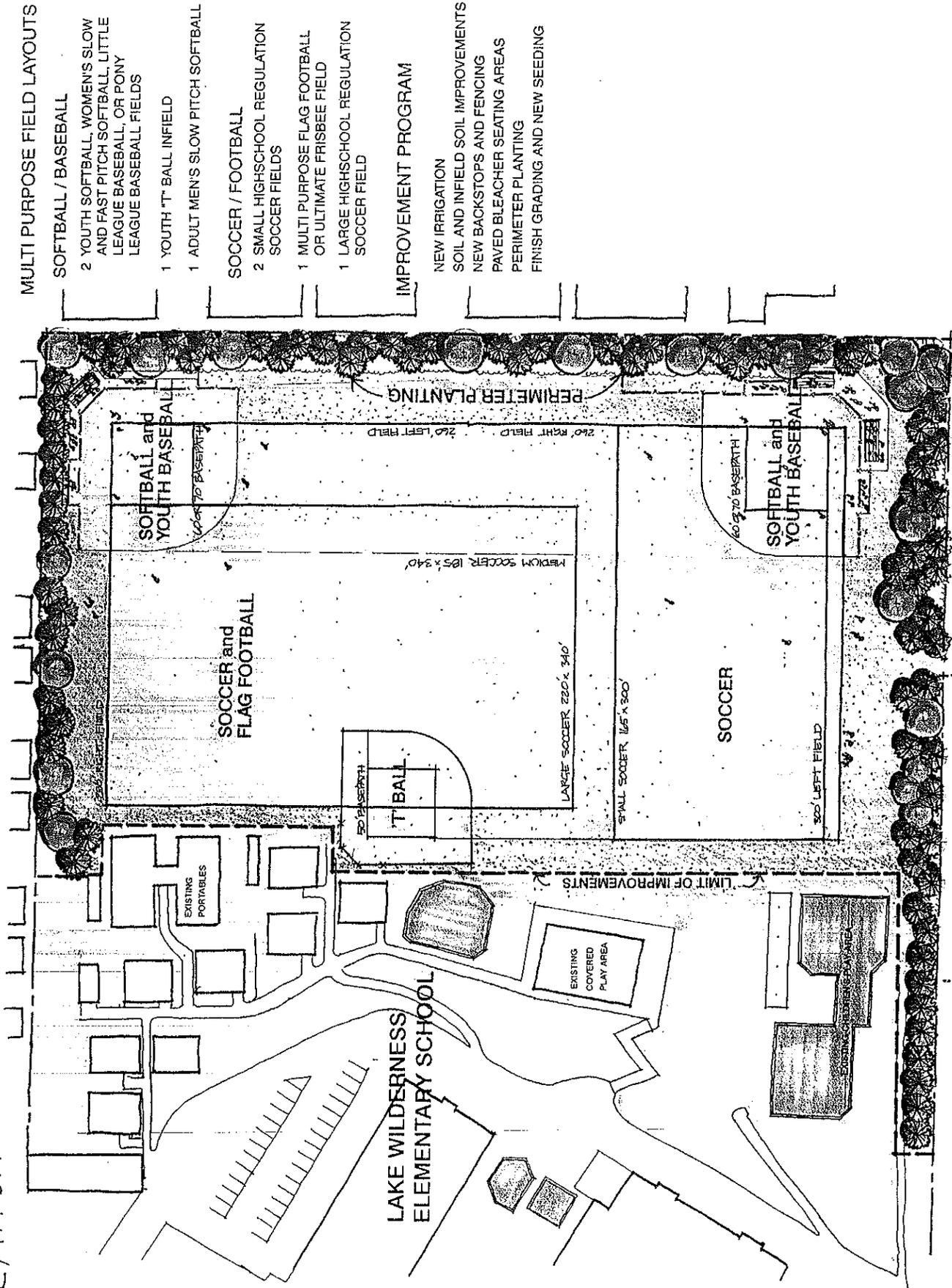
07/27/04

FOR THE SCHOOL DISTRICT

Michael Maryanski, Superintendent

Date

7/27/04



MULTI PURPOSE FIELD LAYOUTS

SOFTBALL / BASEBALL

- 2 YOUTH SOFTBALL, WOMEN'S SLOW AND FAST PITCH SOFTBALL, LITTLE LEAGUE BASEBALL, OR PONY LEAGUE BASEBALL FIELDS
- 1 YOUTH 'T'- BALL INFIELD
- 1 ADULT MEN'S SLOW PITCH SOFTBALL

SOCCER / FOOTBALL

- 2 SMALL HIGHSCHOOL REGULATION SOCCER FIELDS
- 1 MULTI PURPOSE FLAG FOOTBALL OR ULTIMATE FRISBEE FIELD
- 1 LARGE HIGHSCHOOL REGULATION SOCCER FIELD

IMPROVEMENT PROGRAM

- NEW IRRIGATION
- SOIL AND INFIELD SOIL IMPROVEMENTS
- NEW BACKSTOPS AND FENCING
- PAVED BLEACHER SEATING AREAS
- PERIMETER PLANTING
- FINISH GRADING AND NEW SEEDING

LAKE WILDERNESS ELEMENTARY SCHOOL  
COMMUNITY ATHLETIC FIELD IMPROVEMENTS

CITY OF MAPLE VALLEY  
IN COOPERATION WITH  
TAHOMA SCHOOL DISTRICT  
AND  
COMMUNITY SPORTS GROUPS