

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MAPLE VALLEY AND THE
TAHOMA SCHOOL DISTRICT FOR
JOINT USE OF CITY AND DISTRICT OWNED FACILITIES**

THIS INTERLOCAL AGREEMENT (Agreement), made and entered into as of the date set forth below and between the City of Maple Valley (hereinafter "City"), a Washington municipal corporation organized pursuant to RCW Title 35A, and the Tahoma School District (hereinafter "District"), a Washington public school district, for establishing joint use of City and District owned facilities.

RECITALS

WHEREAS, the City and District desire to provide well operated and maintained facilities for public use by the community, in order to promote efficient facility use and increase recreational opportunities for the 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, the City is a non-charter code city and municipal corporation organized pursuant to RCW Title 35A, with all of the applicable rights, powers, privileges, duties and obligations of a non-charter code city as established by law; and

WHEREAS, the District is the owner of certain facilities which are suitable for use by the City and Community Based User Groups when not in use by the District; and

WHEREAS, the City is the owner of certain facilities which are suitable for use by the District and Community Based User Groups when not in use by the City; and

WHEREAS, the City and District desire to enter into an agreement to establish the prioritization of use, scheduling and maintenance of certain City and District owned facilities by the City, District and Community Based User Groups; and

WHEREAS, consistent with the terms of this Agreement, the City and District agree to assess only those direct costs to users of facilities to which this Agreement pertains; and

WHEREAS, the City and District have entered into a Memorandum of Understanding wherein the parties have agreed to execute this Agreement.

NOW THEREFORE, in consideration of the promises and commitments contained herein, the City of Maple Valley and the Tahoma School District agree as follows:

AGREEMENT

1. 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 District's representative is:

Tony Davis, Athletic Director
Tahoma School District
25720 Maple Valley – Black Diamond Rd. SE
Maple Valley, WA 98038

The City's representative is:

Greg Brown, Director
City of Maple Valley Parks & Recreation
PO Box 320
Maple Valley, WA 98038

2. TERM.
 - a. Except as it may be later amended in writing pursuant to Section 11(P) of this Agreement, or unless it is terminated pursuant to Section 11 of this Agreement, the term of this Agreement shall be from September 1, 2015 through August 31, 2017.
 - b. It is the intent of both parties to meet jointly to review this agreement prior to the opening of expected new District and City owned facilities, at least ninety (90) days prior to the expiration of this agreement.

3. INTERAGENCY TEAM.

- A. Pursuant to RCW 39.34.030(4)(a), the City and the District hereby appoint an Agreement Administrator to the Interagency Team, which shall be responsible for administering this Agreement. The Parties hereby designate the City's Parks and Recreation Director, or designee, and the District's Athletic Director, or designee, to serve as their respective Agreement Administrators. This Agreement does not create a separate legal or administrative entity and is being administered in accordance with RCW 39.34.
- B. The Interagency Team shall meet regularly to develop a master schedule for joint use of City and District facilities to discuss and allocate facility use planned by the City, District and third parties. The Interagency Team shall schedule quarterly meetings or at such other times as mutually agreed upon by the City and District. At those meetings, City and District will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming seasonal schedule.

4. DEFINITIONS

- A. "Facilities" means both City and District owned facilities. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the buildings, such as gymnasiums or other rooms that may be used for recreational or community education programs.
- B. "Community Based User Group" means established organizations whose primary mission is to serve youth and/or adult populations within the City and District.

5. GENERAL USE OF FACILITIES

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules, regulations, policies and procedures of the respective agencies, except as otherwise provided in this Agreement.
- B. Parking is permitted in designated areas only. Vehicle parking on District playgrounds or City park or field areas is strictly prohibited and is grounds for denial of future use.
- C. Any party utilizing a facility under this Agreement agrees to provide appropriate supervision of participants to monitor they remain in reserved areas and act appropriately and in accordance with applicable rules, regulations, policies and procedures of the respective agencies. Repeated breach of this provision may result in denial of future use.

6. CITY'S USE OF DISTRICT FACILITIES

- A. Upon request, the City may have access and shared use privileges to all District facilities for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the City, on the terms and conditions set forth in this Agreement.
- B. The use by the City of the District's facilities shall be controlled by and subject to the principles of priority use as set forth in this Agreement.

7. DISTRICT'S USE OF CITY FACILITIES

- A. Upon request, the District may have access and shared use privileges to all City facilities including the City's parks, recreation areas and meeting spaces, for the purpose of public primary and secondary education and associated student programs sponsored and managed by the District, on the terms and conditions set forth in this Agreement.

B. The use by the District of the City's facilities shall be controlled by and subject to the principles of priority use as set forth in this Agreement.

8. PRIORITIZATION OF USE

A. With respect to District facilities, the District shall schedule use of all said facilities subject to the following priority:

- 1) District use
- 2) City and Community Based User Group use
- 3) All other uses as determined and prioritized by the District

B. With respect to City facilities, the City shall schedule use of all said facilities subject to the following priority:

- 1) City use
- 2) District use
- 3) Community Based User Group use
- 4) All other uses as determined and prioritized by the City

9. MAINTENANCE RESPONSIBILITIES

A. The parties are responsible for maintaining their own facilities. The District shall maintain its own facilities and the City shall maintain its own facilities.

B. The parties agree to reserve the right to limit the use of the athletic field facilities for purposes of maintenance and for safety of the playing surfaces.

C. Communication between City and District staff shall be open and frequent. Contact lists will be exchanged and updated as needed, and 'after hours' contact protocols will be exchanged.

D. Both parties' maintenance staff will work to immediately address any safety issues brought to their attention by City or District personnel, or facility users.

10. FEES AND CHARGES

A. Fees may be charged for direct costs incurred by the City or the District as a result of the use of facilities. Direct costs include but are not limited to extra material, labor and appropriate overhead costs that either the City or the District may incur because of the use of their facilities, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the City and District agree to reimburse one another for their share of expenses upon a written invoice for direct costs that are a consequence of facility use. Direct costs do not include facility rental fees.

- i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.
- ii. Indirect costs are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities or administrative expenses. Fees for indirect costs shall not be reimbursed.

11. GENERAL PROVISIONS:

- A. DISPUTE RESOLUTION. In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved party shall notify the other in writing of the particulars of the grievance, and the other party shall reply in writing within ten working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be. In the event the aggrieved party is dissatisfied, the parties shall then meet in person and confer in good faith. This meeting could take on many forms; including but not limited to, a formal meeting of the two parties, a mediation etc. This meeting shall take place in an effort to resolve differences before litigation is commenced.
- B. ANTI-DISCRIMINATION. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of payor, or other forms of compensation, and selection for training, including apprenticeship. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further District agreements.

- C. COMPLIANCE WITH ALL LAWS AND REGULATIONS. The City and the District agree to comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction over it, the activities contemplated in this Agreement.
- D. INSURANCE. No insurance certification is required. However, the Parties agree to maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated agencies, and workers compensation insurance as may be required by Washington State statutes.
- E. NO EMPLOYMENT RELATIONSHIP. With regard to any of the City's programming or activities at the City owned facilities, which occur pursuant to this Agreement, the City is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the District for any purpose. The City shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a District employee under state or local law. With regard to the City's programming, the District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, subcontractors and/or others by reason of this Agreement. The City shall protect, indemnify, and save harmless the District, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the City of Maple Valley's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the City of work, services, materials, or supplies in connection with or support of the performance of this Agreement.
- F. INDEMNIFICATION AND HOLD HARMLESS; RELEASE AND WAIVER. The City and the District agree to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party, (and its officials, agents, employees acting within the course and scope of their employment) the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors. Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.
- G. ENTIRE AGREEMENT. This Agreement and any and all attachments expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the District and the City. It replaces all other negotiations and

agreements. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.

- H. WAIVER. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties, which shall be attached to the original Agreement.
- I. POLICE POWERS. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the District or the City.
- J. IMPOSSIBILITY. The performance of this Agreement by either party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, cost or availability of power, or similar causes beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the Event as set forth. Either party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented.
- K. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the District and City a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture.
- L. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.
- M. 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.
- N. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.
- O. JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.
- P. AMENDMENT. This Agreement may be modified or amended only if the amendment is made in writing and is signed by the District and the City with this same formality as this Agreement.
- Q. 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' websites.

R. NOTICE. Any notice given by the Parties to the other under the provisions of, or with respect to this agreement shall be in writing, delivered by certified mail to the following addresses:

City of Maple Valley
ATTN: City Manager
PO Box 320
Maple Valley, WA 98038

Tahoma School District
ATTN: Superintendent
25720 Maple Valley - Black Diamond Rd. SE
Maple Valley, WA 98038

12. TERMINATION

This Agreement provides for a prioritization of use, scheduling and maintenance of City and District owned facilities as set forth above. It is intended to establish the general understanding of the Parties. Subject to the Term set forth in Section 2 above, this Agreement shall remain in full force and effect in accordance with the above condition so long as the City and the District shall use and maintain the facilities, which are subject to this Agreement, capable of joint or shared recreational use; provided, however, that (i) this Agreement may be amended by mutual consent as provided in Section 11(P) above, and (ii) this Agreement may be terminated by either the City or the District, without cause, on at least ninety (90) days advanced written notice to the other parties of its election to terminate.

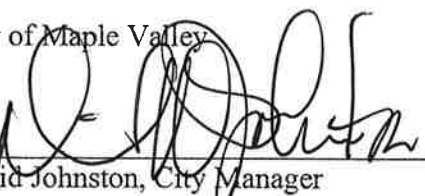
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

Tahoma School District

By 
Rob Morrow, Superintendent

Date 6-30-15

City of Maple Valley

By 
David Johnston, City Manager

Date 7/6/2015