

**Addendum 1 to  
Issaquah School District and City of Sammamish  
Interlocal Agreement Regarding the Joint Use, Development and  
Maintenance of City and district Properties**

This Addendum is entered into on **June 15, 2010**, by and between the Issaquah School District No. 411 (hereafter referred to as the “District”), a municipal corporation and subdivision of the State of Washington, and the city of Sammamish, Washington (hereafter referred to as the “City”), a municipal corporation, and is designated Addendum 1 to the Issaquah School District and City of Sammamish Interlocal Agreement Regarding the Joint Use, Development and Maintenance, of City and District Properties (hereafter referred to as the “Joint Use Agreement”).

RECITALS

- A. The City and the District entered into a Joint Use Agreement dated September 21, 2004, regarding the parties’ use, management and scheduling of each other’s athletic fields and facilities.
- B. The City and the District wish to add to and modify the provisions of said Joint Use Agreement for a joint project for improvements to an athletic field at Skyline High School.
- C. Attached hereto as *Exhibit A*, and incorporated herein by reference is a conceptual layout which generally illustrates the location of the improvements subject of this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and District agree as follows:

AGREEMENT

SECTION 1: Purpose and Subject Matter

The purpose of this Addendum is to set forth the terms and conditions that will allow the City to develop an athletic practice field (“Field”) as identified in this addendum, located at the District’s Skyline High School, so that it may be used by the District for school purposes and by the public for recreation purposes.

## SECTION 2: Athletic Field

- A. The parties intend to convert the approximately four acre field from a marginally maintained grass field to a high quality facility with synthetic turf and lighting. It will be designed to accommodate a variety of sports and a variety of age groups.  
During design and prior to construction, the City will seek acceptance of the adjacent homeowners for this public project. The City will do so by conducting meetings with homeowners throughout the design process. The City shall provide the District with documentation of the adjacent homeowner's input concerning the design and construction.
- B. The City shall be solely responsible for financing the design and construction of the improvements to the new Field. Design, plans, type of construction, field and light specification and construction schedule shall be subject to prior review and written approval by the District, which approval shall not be unreasonably withheld. Once construction of the Field commences, the City will provide the District with status reports on construction progress upon request.
- C. The City shall be designated as the lead agent for the Field project for purposes of the State Environmental Policy Act ("SEPA"). The City shall be solely responsible for compliance with all federal, state, and local laws and regulations applicable to design and construction of the Project.

## SECTION 3: Scheduling

The City shall act as scheduling coordinator for the Field. The District shall have first priority for use of the Field until 5:30 PM on weekdays for the entire WIAA *fall & spring* seasons and through the last day of school, with community use of the field not starting earlier than 5:45 PM. The District shall have first priority of use of the Field until 5:00 PM on weekdays for the entire WIAA *winter* season, with community use of the field not starting earlier than 5:15 PM. Community use of the facility shall be the first priority for use of the Field at all other times. Scheduled use of the Field shall be permitted up to 9:00 PM daily. If the District wants use of the field outside of their designated time and/or on weekends they may make that request through the City's field scheduling process.

## SECTION 4: Fees

The City may charge fees to community users of the Field to cover maintenance and replacement costs that the City may incur. Fees will be set by the City and will be consistent with other similar synthetic turf fields that the City provides.

## SECTION 5: Maintenance and Repair

- A. The City shall maintain and keep in good repair the Field and any landscaping associated with the facility. Maintenance and repair shall include, but not be limited to, weeding, watering, fertilizing and trimming any landscaping and the landscape buffer, regular removal of trash and other refuse, and maintenance of the synthetic turf, portable toilets (including any constructed enclosures), and any additions to the synthetic turf (e.g., spectator stands, goal posts). Maintenance and repair shall also include responsibility for any construction defects.
- B. The City agrees to install a deduct electricity meter enabling the parties to determine electric usage for the Field.
- C. The City will provide overall management for the maintenance of the Field. It is estimated that the District will make use of the Field approximately 50% of the time and that the City will make use of the Field approximately 50% of the time. The District agrees to provide in-kind maintenance services and the maintenance tasks for the Field will be performed in an equal and coordinated manner. Actual tasks will be outlined by the City in a Maintenance Plan for the Field that will be reviewed annually by City and District staff.
- D. Following the initial 12 months of usage by the District and the City, and following each 12 month period thereafter, the parties shall determine the actual percentage of Field use by each party for the preceding 12 months and reconcile the share of maintenance tasks accordingly.

SECTION 6: Water Use

- A. The City agrees to install deduct water meters enabling the parties to determine water usage by the City to maintain any landscaping and water use for the Field. The City agrees to reimburse the District 50% of all such water use within thirty (30) days of receiving a request for payment from the District along with documentation supporting the request for payment.
- B. Following the initial 12 months of usage by the District and the City, and following each 12 month period thereafter, the parties shall determine the actual percentage of Field use by each party for the preceding 12 months and reconcile the reimbursement amount accordingly. Any amount due and owing from one party to the other, following the reconciliation, shall be payable within thirty (30) days of receiving a request for payment along with documentation supporting the request for payment.

SECTION 7: Use

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

SECTION 8: Drug-Free Workplace

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 9: 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 10: Hazardous Materials

To the extent the maintenance or repair of the Field involves any hazardous materials, the City shall comply with Chapter 49.26 RCW and any provisions of the Washington Administrative Code. In the event that any hazardous materials are deposited by the City or its contractors or assigns on the District's property, the City shall immediately take such actions as may be necessary to remedy any and all damages caused by such deposit. The City shall indemnify, hold harmless and defend the District 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 release of hazardous materials by the City or any of its agents, representatives, or employees or the presence of such Hazardous Substances in, on or about the Field whether or not approved.

#### SECTION 11: Pesticides

During the maintenance and repair of the Field, including all planters, plantings and shrubs, the City shall, in accordance with state law, first give notice and obtain the District's approval before using any herbicide, insecticide, fungicide or other pesticide on the Field or landscaping.

#### SECTION 12: No Pets

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

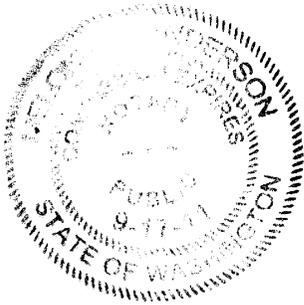
#### SECTION 13: Effect on Joint Use Agreement

Except as may be amended by this Addendum, all other terms and conditions of the Joint Use Agreement shall remain in full force and effect. In the event of a conflict between this Addendum and the Joint Use Agreement, this Addendum shall control, including provisions concerning days and times of Field use.



a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 28, 2010



Melonie A. Anderson  
[Name]

Melonie A. Anderson [Print]

NOTARY PUBLIC in and for the State of  
Washington, residing at Sammamish, WA

My commission expires: 09-17-2011