

**Addendum 1 to
Lake Washington School District and City of Sammamish
Joint Use Agreement for
Development, Maintenance, Scheduling and Operations
of Recreation Facilities**

This Addendum is entered into on October 12, 2004, by and between the Lake Washington School District No. 414 (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 Lake Washington School District and City of Sammamish Joint Use Agreement for Development, Maintenance, Scheduling and Operations of Recreation Facilities (hereafter referred to as the "Joint Use Agreement").

RECITALS

- A. The City and the District entered into a Joint Use Agreement dated June 8, 2004, regarding the parties' use, management and scheduling of each other's athletic fields and facilities.
- B. The City and the District wish add to and modify the provisions of said Joint Use Agreement for a joint project for improvements to an athletic field and construction of a restroom facility at Eastlake High School.
- C. Attached hereto as *Exhibit A*, and incorporated herein by reference is an overhead photograph 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") and restroom facilities as identified in this addendum, located at the District's Eastlake 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 three 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. The District will agree to permit the Field to be lighted on the condition that the majority of the individuals who own residences adjacent to the Field, as shown on Exhibit A, provide written approval of the City's lighting plan by the end of the design phase.

B. The City shall pay for the design and construction of the improvements to the new Field. Design, plans, type of construction, field and light specifications 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 and the restroom facility projects for purposes of the State Environmental Policy Act ("SEPA").

SECTION 3: Restroom Facility

A. A restroom facility shall be constructed as part of the Field improvements. The facility shall be located between the school stadium and the Field so that it may serve both the stadium and the Field. The design of the restroom facility shall include access to and from the stadium and the Field and construction of these improvements.

B. Design, plans, type of construction, materials used, specifications, construction budget and construction schedule for the restroom facility shall be subject to written approval of the City and the District. The City and the District shall share equally in the cost of the design and construction of the restroom facility.

SECTION 4: Scheduling

The City shall act as scheduling coordinator for the Field. The District shall have first priority for use of the Field until 5 PM on weekdays from August 1st until the end of the school year with City scheduled events not starting earlier than 5:30 PM. The City shall have first priority for use of the field at all other times. Scheduled use of the Field shall be permitted up to 9:30 PM Monday – Sunday.

SECTION 5: Fees

The City may charge fees to community users of the Field to cover any administrative and maintenance costs that the City may incur.

SECTION 6: Maintenance and Repair

A. The City shall maintain and keep in good repair the Field and the restroom facility and any landscaping associated with these two facilities. Maintenance and repair shall include, but not be limited to, weeding, watering, fertilizing and trimming any landscaping and the landscape buffer, custodial service for the restroom, replacing light bulbs, regular removal of garbage and other refuse, and maintenance of the all weather field and any additions to the all weather field (e.g., spectator stands, goals posts).

B. The City agrees to install a deduct electricity meter enabling the parties to determine electric usage for the Field and the restroom facility.

C. 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 reimburse the City for 50% of the cost incurred by the City in carrying out the maintenance and repair activities described in subsection A, above. The District shall make payment to the City within thirty (30) days of receiving a request for payment from the City along with documentation supporting the request for payment.

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 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: 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 restroom facility. The City agrees to reimburse the District for 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 8: City Maintenance Signs

The City agrees to place a minimum of two (2) signs at conspicuous places at the Field and the restroom facility stating that the City is responsible for the maintenance and repair of these facilities consistent with this Addendum A and the Joint Use Agreement.

SECTION 9: Use.

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

SECTION 10: 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 11: 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 12: Hazardous Materials.

To the extent the maintenance or repair of the Field or restroom 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.

SECTION 13: 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.

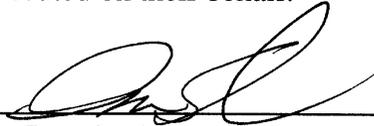
SECTION 14: No Pets

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

SECTION 15: 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.



Dr. Don Saul
Superintendent
Lake Washington School District

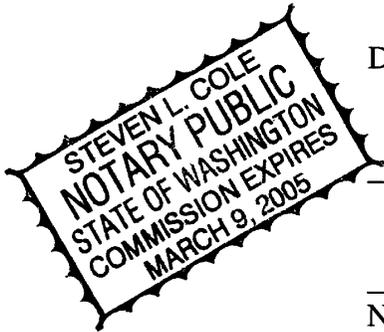


Ben Yazici
City Manager
City of Sammamish

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Dr. Don Saul** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Lake Washington School District No. 414, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/6/09, 2004.





[Name]

Steven L Cole [Print]
NOTARY PUBLIC in and for the State of
Washington, residing at Redmond

My commission expires: 3/9/05

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FACILITIES DEPT.
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**Lake Washington School District and City of Sammamish
Joint Use Agreement for
Development, Maintenance, Scheduling and Operations
Of Recreation Facilities**

June 7, 2004

This Agreement is made and entered into this 8th day of June, 2004, by and between the Lake Washington School District No. 414 (hereinafter referred to as the "District"), a municipal corporation and subdivision of the State of Washington, and the City of Sammamish (hereinafter referred to as the "City"), a municipal corporation. This umbrella Agreement supports the City's management and/or scheduling of District athletic fields and/or facilities.

WITNESSETH:

WHEREAS, the governing bodies of the City and District are mutually interested in supporting adequate programs for the community in the areas of athletics, recreation and education; and

WHEREAS, the governing bodies are authorized pursuant to RCW 39.34 to enter into agreements with each other and to do any and all things necessary to meet the respective obligations of their agencies; and

WHEREAS, the City has established the Department of Parks and Recreation (hereinafter referred to as the "Department") to be responsible for carrying out the purpose of community parks development and recreation programs; and

WHEREAS, the District is responsible for the public education of the students in the community, including physical education and athletic activities related to the educational program; and

WHEREAS, the City and District are stewards of public lands in the City; and because it is in the interest of the community and of both the City and the District to provide the best service possible to meet their respective obligations with the least possible expenditure of public funds, cooperation between the City and the District is necessary and will benefit both entities; and

WHEREAS, the City and the District have recognized for many years that through cooperation, these publicly-held lands can be used to meet broader community needs for education, recreation and open space than either party can provide separately; and

WHEREAS, the City has concluded that the recreation needs of the community could be better met if the development and maintenance of District facilities were enhanced to levels beyond that needed for the educational requirements of the District; and

WHEREAS, the City and the District are mutually interested by means of this Agreement in improving the existing conditions of certain District athletic facilities in order to expand and enhance their use for both the schools and overall community; and

WHEREAS, the City and the District anticipate entering into more specific agreements relating to this Agreement and joint use of athletic facilities by means of Addendum(s) to this Agreement and, upon mutual execution of this Agreement, the District authorizes its Deputy Superintendent and/or Director of Support Services to enter into such Addendums.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and District hereby agree to cooperate with each other in carrying out the above-stated purposes, and to that end do agree as follows:

SECTION 1: Purpose and Subject Matter

The subject of this Agreement is the City's development, maintenance, and operations of District recreation facilities, excluding football stadiums, located within the City of Sarmamish. In the future, this may also include District-owned gymnasiums.

The parties agree the school properties and facilities of the District are intended primarily for school and educational purposes and are for the benefit of students and the school age population.

The parties agree that during the time period covered by this Agreement, the athletic fields and facilities are intended to be used jointly for school and community recreation purposes for the benefit of District students, the District, and the City at large. In planning programs and scheduling activities on school grounds, the security, academic, athletic and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

SECTION 2: Joint Use

A. District Facilities

- a. The District will make school facilities available for City recreational activities and programs. The Director of Parks and Recreation, or his designated representative, shall select (in writing) facilities for use, subject to the approval of the District Superintendent of Schools or his designated representative.
- b. The use of selected school facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy entitled "Community Use of District Facilities", a copy of which is attached hereto as *Exhibit A* and incorporated herein by reference, as it may be amended from time to time ("District Policy"), or as otherwise provided by this Agreement.
- c. City use of District school facilities shall be scheduled in advance with the District and the schedule shall be arranged in order to avoid conflict between school and recreation use. In scheduling said facilities, school events and programs (regardless of which District school has requested scheduling of said facilities) shall have first priority (as set forth in the District Policy), and community recreation events established by the Parks and Recreation Department shall have second priority.

B. City Facilities

- a. The City will make City facilities available to the District for school events, activities, and/or programs. The Superintendent of Schools, or his designated representative, shall select (in writing) facilities for use, subject to the approval of the Director of Parks and Recreation or his designated representative.

- b. The use of selected City facilities shall be in accordance with the regular procedures of the City in granting permits for the use of such facilities, or as otherwise provided for by this Agreement.
- c. District use of City facilities shall be scheduled in advance with the City and the schedule shall be arranged in order to avoid conflict between recreation and school use. In scheduling said facilities, Parks and Recreation Department activities and events shall have first priority, and school events and programs shall have second priority.

C. Personnel

- a. The City, through its Department of Parks and Recreation, agrees to train and provide qualified personnel to supervise the City sponsored activities which take place on school facilities, and the District agrees to train and provide qualified personnel to supervise the school activities which take place on City facilities.

SECTION 3: District Outdoor Athletic Facilities Scheduling and Use:

- a. The City shall act as scheduling coordinator for outdoor athletic facilities at the elementary schools located within the City (Blackwell, McAuliffe, Mead and Smith). The District shall act as scheduling coordinator for the remaining District outdoor facilities located within the City. The parties intend that, in the future, the City shall act as scheduling coordinator for all outdoor athletic facilities located within the City except for the High School Stadium.
- b. District programs and activities will have the right to preempt other users upon giving 24 hours advance notice, except in extraordinary circumstances.
- c. The City and District shall allocate available field time to community users based upon District Policy. Team rosters with player addresses will be used as needed to verify equity among applicants. The City shall be responsible for holding scheduling conferences in February and October of each year to coordinate time requirements of the various user groups.
- d. A group applying for use of facilities, in its policies and practices, shall not discriminate against any person on the basis of race, color, religion, national origin, handicaps, age, marital status, or sex. As a part of his/her application to the District, the applicant shall attest and certify with regard to his/her non-discrimination practices, all as further set forth in the District Policy.
- e. Without prior consent of the District, the City shall not use pesticides or herbicides on District-owned property and any approved use shall be consistent with District policy.
- f. Schedule of available times for the school facilities which are not in conflict with school use shall be:

Elementary Fields:

September- June Mon- Fri: 4:00 p.m. to Dusk
 (academic year) Sat: 8:00 a.m. - Dusk
 Sun: 9:00 a.m. - Dusk
 July-August Mon - Sat: 8:00 a.m. - Dusk
 Sun: 9:00 a.m. - Dusk

Secondary Schools Fields:

September - June Mon- Fri: 6:00 p.m. to Dusk (unlighted)

6:00 p.m. to 10:00 p.m. (lighted)

Sat: 8:00 a.m. to Dusk (unlighted)

8:00 to 10:00 p.m. (lighted)

Sun: 9:00 a.m. to 6:00 p.m.

July- August

Mon-Sat: 8:00 a.m. to Dusk (unlighted)

8:00 a.m. to 10:00 p.m. (lighted)

Sun: 9:00 a.m. to 6:00 p.m.

Sun: 12:00 p.m. to 6:00 p.m. (Eastlake High School)

- g. The parties agree that, in the event neither the District nor the City is requesting use of each other's facilities under this Agreement, but instead a third party is requesting such use, that the priority of use shall be determined in the following order:

(1) City of Sammamish Youth Organizations:

Youth organizations or teams who have at minimum of sixty-five percent (65%) of its members residing in the City of Sammamish. A minimum of fifteen percent (15%) of the time available at District facilities, exclusive of District use, shall be reserved for these youth organizations that are not affiliated with the Parks Department and whose members reside in the City and/or District.

Field allocation will be documented annually by the number of teams and level of participation verified by team rosters with player names and addresses.

(2) City of Sammamish Adult Organizations:

Adult organizations who have a minimum of sixty-five percent (65%) of its members residing or working in the City of Sammamish.

(3) Other Youth Organizations:

Youth organizations where sixty-five percent (65%) or less of the members reside outside the City of Sammamish.

(4) Other Adult Organizations:

Adult organizations where sixty-five percent (65%) or less of the members reside outside the City of Sammamish.

SECTION 4: Joint Improvements & Renovations

- a. The District reserves the right to improve, renovate and install equipment on District owned and operated fields as necessary to support its academic, and/or athletic programs without restriction. The District will keep the City informed of significant improvements prior to their occurrence.
- b. For all District-owned property leased and operated by the City, the District may propose District funded improvements. The design, plans, specifications, type of construction, safety features, placement and maintenance costs shall be submitted to the City for review and approval. The City shall not unreasonably withhold its approval of such District-initiated efforts.
- c. For all City-initiated improvements and City-initiated equipment installation under this Agreement, the design, plans, specifications, type of construction, safety features, placement and maintenance requirements are subject to written approval from the District prior to any development, construction, or installation by the City. The District shall not unreasonably withhold its approval of such City-initiated efforts.
- d. The cost of maintaining and operating such facilities, and the improvements and equipment installations thereon, shall be mutually agreed to by the City and District and further the City and District agree to maintain such areas in good condition during the periods of their respective responsibility.
- e. Any City initiated renovations and improvements to District owned facilities will be coordinated with the applicable school principal and the District's Director of Support Services. Care will be taken to ensure renovation activities do not unreasonably interfere with the educational environment of the school and do not close facilities critical to the school, school activities, school recess, lunch periods, physical education and/or athletic program requirements.

SECTION 5: Fees and Charges

- a. The City may charge rental fees to community users of District-owned athletic facilities to cover any administrative and maintenance costs which the District or City may incur. Any additional fees and costs shall be assessed only after consultation with the District and consistent with District Policy.

SECTION 6: Security

- a. Except as provided below in this section, the District shall provide general site security for the athletic facilities to the same extent it does for all District facilities. In the event the City enters into a long-term lease with the District for District owned fields and facilities, the City shall assume security requirements similar to that found at other city-operated parks. However, school personnel shall remain responsible for the proper supervision and protection of students under their care.
- b. Security, parking control, and crowd control are the responsibilities of the user of the property. The user shall assure the City that all vehicles are kept off District fields and away from unauthorized places. The user shall ensure that good order is maintained at all times. For District owned and operated property, the user shall also certify in writing to the City that his/her group will comply with all of the District's policies which prohibit

tobacco, smoking, alcoholic beverages and weapons. The users assume full responsibility for the conduct of persons involved in the user's activity or who are on the property with the consent of, at the invitation of, or as result of his/her group's activity. Such responsibility also includes the cost of repair to or replacement of property damaged or destroyed by the act or omissions of the users, their agents, or invitees. Either the City or District may require, as a condition of use, the hiring of security personnel and/or commissioned police officers.

- c. Security of gate and locks are also the responsibility of the party using the District facility. Users shall be notified that they may be assessed an extra fee for any gates and/or locks left unsecured after their use. This provision shall not apply when District or City staff is present to supervise the security of the facility.
- d. The City will ensure adequate supervision of community user groups utilizing school facilities under this Agreement in order that regular school activities are not compromised.

SECTION 7: Clean-up and Maintenance

- a. Trash and garbage cleanup of facilities is the responsibility of the party using the property. The user shall ensure that fields, gymnasiums and other facilities are left clean immediately after use. Extra trash and garbage pickup fees may be assessed by the City for any third party using the property and not leaving it in a clean condition. If a facility is not left in a clean condition suitable for use by the District, the District may accomplish the cleaning and charge the City.
- b. All user-owned equipment, materials, and gear shall be removed from the site after each use, unless prior arrangements have been made with the City and District. Failure to do so may result in the City or District removing and storing the equipment with the cost of the removal and storage being assessed to the user.
- c. For District owned and operated fields and facilities, the District is responsible for the primary maintenance to the standard traditionally provided to serve its educational and athletic programs. The City may augment the District's maintenance program for these sites.

SECTION 8: Advertising

- a. No permanent advertising will be allowed under this Agreement unless agreed to by both parties on a case-by-case basis.

SECTION 9: Annual Meeting

- a. For each school operating under this Agreement, a District representative, a school site representative, and a representative of the City will meet at least once a year prior to May 1 to establish a joint use scheduling calendar for the next year. The calendar will allocate blocks of time throughout the day, week and year for use by each party, in accordance with the priorities established by District Policy.

SECTION 10: Conflict Resolution

- a. If either party believes that the other party is not fulfilling the performance obligations established by this Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint explaining the mitigating circumstances and why a remedy cannot be achieved.
- b. If the City and District representatives are unable to resolve the complaint, the District's Director of Support Services and the City's Director of Parks and Recreation shall meet to resolve the complaint. If they are unable to do so, the issue shall be referred to the District's Superintendent and the City Manager for resolution.

SECTION 11: Term of Agreement

- a. The first term of the joint operation program described in this Agreement is considered a pilot program. It enables the parties to try out the arrangement and evaluate whether it works to each party's satisfaction. The first term of the Agreement shall be three (3) years commencing upon execution of this Agreement by both parties. At any time during this first term, or the option periods referenced below, either party may terminate the Agreement by providing the other party three (3) months written notice.
- b. Contingent upon the satisfactory results of a joint evaluation of the pilot program, the District and City shall have the option of mutually extending the Agreement, and any amendments mutually agreed to by the parties, for an additional four (4) years. The terms and conditions of this Agreement may be modified by mutual consent to reflect changed conditions and/or experiences. The parties may also, by mutual consent, extend the Agreement a second time by an additional five (5) years. The exercise of the option periods shall be accomplished 180 days prior to termination of the existing term. All extensions of the Agreement shall be in writing executed by both parties.
- c. If the parties fail to mutually extend this Agreement as set forth in subsection 11b, and neither party has terminated the Agreement, the terms of this Agreement, or such other terms as the parties have agreed upon in writing, shall be renewed automatically for one-year periods thereafter unless terminated by either party in the manner provided in this Agreement.
- d. Should the Agreement be terminated prior to the expiration of the current or a future Agreement period, the terminating party will be responsible for reimbursing the terminated party for any improvements made by the terminated party to the terminating party's property. The reimbursement shall be based on the straight line depreciated value of the improvement unadjusted for inflation based on the following schedule:
 - i Field improvements: 10 year schedule
 - ii Equipment improvements: 5 year schedule
 - iii Building construction: 40 year schedule

SECTION 12: Operating Rules

- a. The District and the City shall jointly promulgate site operating rules consistent with adopted District policies, regulations, procedures and adopted City ordinances, policies and resolutions to ensure the safety and welfare of all site users.

SECTION 13: Indemnification and Insurance

a. District Property Leased to City.

The City agrees to protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any costs, claims, judgments, and/or awards for damages, arising out of or in any way resulting from the use, maintenance or operation of District-owned facilities that are being leased by the City, except for (i) injury or damage attributable to the sole negligence of the District, or (ii) where the District is using such facilities pursuant to a District sponsored or controlled program and such injury or damage is not attributable to some act or omission of the City. In the event the District incurs any judgment, award and/or cost arising there from, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

b. District Property Not Leased to City.

This subsection shall apply to incidents that occur at District-owned facilities that are not being leased by the City.

(1) The City agrees to protect, defend, hold harmless, indemnify, and defend the District, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage arising out of or in any way resulting from the use, maintenance or operation of District-owned facilities that are not being leased by the City when such facilities are being, or have been, used pursuant to a City program or assignment as contemplated in this Agreement, except where (i) such injury or damage arises out of, or is a result of, a District sponsored or controlled activity on the premises, (ii) where such injury or damage is not attributable to some act or omission of the City, or (iii) the injury or damage is attributable to some act or omission of the District. In the event the District incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

(2) The District agrees to protect, defend, hold harmless, indemnify, and defend the City, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage caused by any act or omission by the District that arises out of the use, maintenance or operation of District-owned facilities that are not being leased by the City when community users are using such facilities pursuant to a City program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the City. In the event the City incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

c. City Property Leased to District.

The District agrees to protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any costs, claims, judgments, and/or awards for damages, arising out of or in any way resulting from the use, maintenance or operation of City-owned facilities that are being leased by the District, except for (i) injury or damage attributable to the sole negligence of the City, or (ii) where the City is using such

facilities pursuant to a City sponsored or controlled program and such injury or damage is not attributable to some act or omission of the District. In the event the City incurs any judgment, award and/or cost arising there from, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

d. City Property Not Leased to District.

This subsection shall apply to incidents that occur at City-owned facilities that are not being leased by the District.

(1) The District agrees to protect, defend, hold harmless, indemnify, and defend the City, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage arising out of or in any way resulting from the use, maintenance or operation of district-owned facilities that are not being leased by the District when such facilities are being, or have been, used pursuant to a District program or assignment as contemplated in this Agreement, except where (i) such injury or damage arises out of, or is a result of, a City sponsored or controlled activity on the premises, (ii) where such injury or damage is not attributable to some act or omission of the District, or (iii) the injury or damage is attributable to some act or omission of the City. In the event the City incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

(2) The City agrees to protect, defend, hold harmless, indemnify, and defend the District, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage caused by any act or omission by the City that arises out of the use, maintenance or operation of City-owned facilities that are not being leased by the District when community users are using such facilities pursuant to a District program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the District. In the event the District incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

SECTION 14: Insurance:

a. District Liability Coverage. This Section shall apply: (1) when the District is using District-owned facilities leased by the City under a separate Agreement that references and incorporates this Agreement, and (2) to liabilities or incidents arising out of acts or omissions by the District from the use, maintenance or operation of District-owned facilities that are not being leased by the City when community users are using such facilities pursuant to a City program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the City.

(1) Nature of Coverage.

(a) The District shall maintain commercial general liability coverage or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.34 RCW which shall provide liability coverage to the District for the liabilities contractually assumed by the District in this Agreement, and arising out of the activities pertaining to this Agreement.

- (b) By requiring such liability coverage, the District shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

(2) Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:

- (a) General Liability: Insurance Services Office form number (CG00 01 Ed. 1188) Covering Commercial General Liability, with a limit of not less than: \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.

The policy or coverage agreement shall include but not be limited to:

- (i) coverage for premises and operations;
- (ii) contractual liability (including specifically liability assumed herein);
- (iii) Employers Liability or "Stop-Gap" coverage.

- (b) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2,8, & 9 for a limit of not less than \$1,000,000 combined single limit per occurrence.

- (c) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

(3) Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of the District.

(4) Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.

- (a) Liability Coverages. To the extent of the District's negligence as herein assumed, the District's liability coverage shall be primary coverage as respects the City, its officers, officials, employees, and agents. Any insurance and/or self insurance maintained by the City, its officers, officials, employees, and agents shall not contribute with the District's coverage or benefit the District in any way.

- (b) All Policies and Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to the City.

- (c) Acceptability of Insurers. Unless otherwise accepted by the City, insurance coverage is to be placed with a Risk Pool authorized by Chapter 39.34 RCW or insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.

- (d) Verification of Coverage. The District shall furnish the City with certificates of coverage. The certificates for each policy or coverage agreement are to be signed

by a person authorized to bind coverage. The certificates are to be received and accepted by the City prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by the City. The City reserves the right to require complete certified copies of the pertinent parts of applicable policies at any time.

- b. City Liability Coverage. This Section shall apply in all circumstances when the City is leasing, using or operating District-owned facilities or assigning the right to use such facilities to members of the community.

(1) Nature of Coverage.

(a) The City shall maintain commercial general liability coverage or shall maintain liability coverage via the City's self-insurance program for the liabilities contractually assumed by the City in this Agreement, and arising out of the activities pertaining to this Agreement.

(b) By requiring such liability coverage, the District shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this

Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

(2) Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:

(a) General Liability: Insurance Services Office form number (CG00 01 Ed. 1188) Covering Commercial General Liability, with a limit of not less than: \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.

The policy or coverage shall include but not be limited to:

- (i) Coverage for premises and operations;
- (ii) Contractual liability (including specifically liability assumed herein);
- (iii) Employers Liability or "Stop-Gap" coverage.

(b) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, & 9 for a limit of not less than \$1,000,000 combined single limit per occurrence.

(c) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

(3) Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of the City.

(4) Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.

(a). Liability Coverages. To the extent of the City's negligence as herein assumed, the City's liability coverage shall be primary coverage as respects the District, its

officers, officials, employees, and agents. Any insurance and/or self insurance maintained by the District, its officers, officials, employees, and agents shall not contribute with the City's coverage or benefit the City in any way.

- (b). All Policies and Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to the District.
- (c). Acceptability of Insurers. Unless otherwise accepted by the District and if the City obtains commercial insurance, insurance coverage is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.
- (d). Verification of Coverage. The City shall furnish the District with certificates or other proof of coverage required by this Agreement. The certificates for each policy or coverage are to be signed by a person authorized to bind coverage. The certificates are to be received and accepted by the District prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by District. The District reserves the right to require complete certified copies of the pertinent parts of applicable policies at any time.

SECTION 15: Assignment

- a. Neither party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party. Written authorization shall not be withheld unreasonably.

SECTION 16: Severability

- a. If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but shall continue in full force.

SECTION 17: Notice

- a. Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered personally during normal working hours to the party to whom such communication is directed, or three (3) working days after being sent by regular mail, to the following addresses:

If to the City:

Jeff Watling
Parks and Recreation Director
486 228th Ave NE
Sammamish, WA 98074
Business Phone: (425) 898-0660
Fax: (425) 898-0669

If to the District:

Forrest W. Miller
Director of Support Services
15212 NE 95th St
Redmond, WA 98052
Business Phone: (425) 882-5108
Fax: (425) 882-5146

SECTION 18: Non-Waiver

- a. Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

SECTION 19: Integration

- a. This writing contains all terms of the parties' agreement on this subject matter. It replaces all prior negotiations and agreements, subject to the provisions of Section 1 herein above. Modifications must be in writing and be signed by each party's representative.

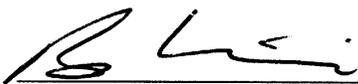
SECTION 20: Filing

- a. This Agreement shall be filed with the County Auditor pursuant to RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.



Dr. F. Donald "Don" Saul
Superintendent
Lake Washington School District



Ben Yazici
City Manager
City of Sammamish

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Don Saul is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Lake Washington School District No. 414, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

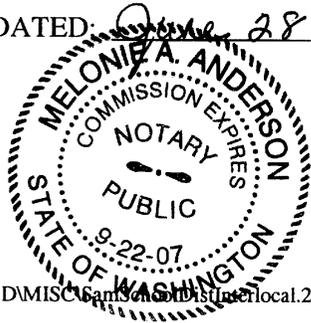
DATED: June 8, 2004.

Madelyn A. Murray
MADELYN A. MURRAY [Print Name]
NOTARY PUBLIC in and for the State of
Washington, residing at Redmond
My commission expires: 03/09/05

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ben Yazici is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Sammamish, 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, 2004.



Melonie A. Anderson
Melonie A. Anderson [Print Name]
NOTARY PUBLIC in and for the State of
Washington, residing at Sammamish
My commission expires: 09/22/07

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