

RESOLUTION R-4767

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT FOR USE OF FACILITIES BETWEEN THE LAKE WASHINGTON SCHOOL DISTRICT AND THE CITY OF KIRKLAND.

WHEREAS, the Lake Washington School District (District) and the City of Kirkland (City) are mutually interested in supporting programs for the community in the areas of athletics, recreation and education; and

WHEREAS, the District and City recognize that through cooperation, District and City-owned athletic fields and facilities can be used to meet broader community needs for education, recreation and athletic activities than either party can provide separately; and

WHEREAS, the District and the City are mutually interested, by means of Interlocal Agreement, in improving the existing condition of certain District athletic fields and facilities and expanding and enhancing the use of the fields and facilities for both the schools and the overall community; and

WHEREAS, the governing bodies of the District and City are authorized by RCW Chapter 39.34 to make the most efficient use of their respective powers by entering into such agreements.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City the Interlocal Agreement for Use of Facilities between Lake Washington School District and the City of Kirkland substantially similar to the Agreement attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of July, 2009.

Signed in authentication thereof this 7th day of July, 2009.



MAYOR

Attest:



City Clerk

**Interlocal Agreement for Use of Facilities
between Lake Washington School District and the City of Kirkland**

This Interlocal Agreement for the Development, Maintenance, Scheduling and Operations of Facilities ("Agreement"), is made and entered into this _____ day of _____, 2009 by and between the Lake Washington School District No. 414, a Washington municipal corporation (the "District") and the City of Kirkland, a Washington municipal corporation (the "City").

WITNESSETH:

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

WHEREAS, the governing bodies of the City and District are authorized pursuant to RCW 39.34 to make the most efficient use of their powers by enabling them to cooperate and enter into agreement with each other; and

WHEREAS, the City has established the Department of Parks and Community Services (the "Department") for carrying out the purpose of developing and maintaining community athletic 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 own athletic fields and facilities in the City and because it is in the interest of the community, the City and the District to provide the best service with the least possible expenditure of public funds, cooperation between the City and District is beneficial ; and

WHEREAS, the City and the District have recognized for many years that through cooperation, these publicly-owned athletic fields and facilities can be used to meet broader community needs for education, recreation and athletic activities than either party can provide separately; and

WHEREAS, the City and District have previously entered into agreements that address joint use of athletic fields and facilities and intend that, except as provided herein, that this Agreement shall supersede all previous agreements; and

WHEREAS, the City has concluded the recreation needs of the community could be better met if the development and maintenance of certain 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 fields and facilities to expand and enhance their use for both the schools and the overall community; and

WHEREAS, the City shall act as the coordinator for scheduling of non-District use of District owned athletic fields in the City and in the City's Proposed Annexation Area ("PAA"), which is further described on *Exhibit A* which is attached hereto and incorporated herein by reference, except for the stadiums at Lake Washington High School and Juanita High School; and

WHEREAS, the District shall act as the coordinator for scheduling of all use of District gymnasiums in the City; and

WHEREAS, the City shall act as coordinator for scheduling of use of City owned athletic fields and facilities which the District may request to use ("City Facilities"); and

WHEREAS, the District and the City have entered into amendments to the August 2002 Joint Use Agreement for the purpose of capital improvement and maintenance as further set forth in amendments for the following schools: Juanita Elementary, Lakeview Elementary, Franklin Elementary, Rose Hill Elementary, Kirkland Junior High School, B.E.S.T. High School and Twain Elementary (collectively the "Amendments") and each of these Amendments shall continue and be considered as amendments to this Agreement.

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 agree as follows:

AGREEMENT

Section 1: Purpose and Subject Matter

The Recitals set forth above are an important and integral part of this Agreement and are hereby incorporated by reference. The subject of this Agreement is the City's and District's development, maintenance, scheduling, and use of both parties' athletic fields and facilities, located within the City of Kirkland and the PAA, with the exception of the stadiums at Lake Washington High School and Juanita High School.

This Agreement also addresses use by the City and District of each other's indoor facilities. These include gymnasiums at schools located within the City. These also include the City's community centers, Heritage Hall, fire station meeting rooms, and City Hall.

The parties agree that District athletic fields and facilities are intended primarily for school and educational purposes and are for the benefit of students and the school age population that reside within the District. Any conflicts under this Agreement regarding use of District athletic fields and facilities shall be resolved with the objective of meeting this primary purpose of use by District students and school age children.

In planning programs and scheduling activities on school grounds, the security, academic, athletic and recreational needs and opportunities of school age children shall be the highest priority and adequately protected.

The City may request use of other District facilities outside this Agreement consistent with the District's facility use policy.

This Agreement restates, amends completely and takes precedence over the Interlocal Agreement dated October 1, 1991, which initially established the joint use of District and City owned facilities, and the Lake Washington School District and Kirkland Joint Use Agreement for Development, Maintenance, Scheduling and Operations of Athletic Facilities dated August 2, 2000.

Section 2: City and District Use

- a. The City agrees that the first priority for the use of the District owned athletic fields and facilities shall be given to District sponsored programs. District programs and activities shall have the right to preempt other users upon giving advance notice, except in extraordinary circumstances when advance notice is not possible.
- b. The District agrees that first priority for the use of the City owned athletic fields and facilities shall be given to City sponsored programs. City programs and activities shall have the right to preempt other users upon giving advance notice, except in extraordinary circumstances when advance notice is not possible.

Section 3: Scheduling Use of Fields

- a. The City shall act as scheduling coordinator for the District owned athletic fields during the times that are not in conflict with the District's own use of its fields. The District may modify the below schedule based upon changes in the time required for its own use of athletic fields and facilities. The current guidelines of available times for use of District athletic fields and facilities which do not conflict with school use are:

Elementary Schools Athletic Fields:

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

Secondary Schools Athletic Fields:

| | | |
|----------------|----------|--------------------------------|
| September-June | Mon-Fri: | 6:00 p.m. to Dusk (unlighted) |
| | | 6:00 p.m. to 10:00pm (lighted) |
| | Sat: | 8:00 a.m. to Dusk (unlighted) |
| | | 8:00 a.m. to 10:00pm (lighted) |
| | Sun: | 9:00 a.m. to 6:00pm |

- b. The City shall be responsible for holding scheduling conferences with user groups to ensure an equitable distribution of available time for the Fields which is consistent with the use priorities set forth on **Exhibit B**. To permit the District adequate time to plan for its own use of its athletic fields and facilities, the City agrees to hold these scheduling conferences not later than January 31st and October 31st of each year and to promptly inform the District of time requested by community user groups.

Section 4: Scheduling Use of Gymnasiums

- a. The District shall act as scheduling coordinator for use of gymnasiums during times that are not in conflict with the District's own use of its gymnasiums as anticipated below.
- b. The District may modify the below schedule based upon changes in the times required for its own use of its facilities.
- c. The District agrees to allocate remaining gymnasium time according to the Guidelines and Procedures for Use of School District Facilities, which includes a priority use schedule which is attached hereto as **Exhibit B** and incorporated herein by reference. In allocating gymnasium time, the District agrees to work with the City and use reasonable efforts to consider requests for gymnasium time and do so consistent with **Exhibit B**. The District shall make the final decision with respect to scheduling of gymnasium time. The process and timelines for the City and other parties to request gymnasium time are set forth on **Exhibit C** which is attached hereto and incorporated herein by reference. With notice to the City, Exhibit C may be modified by the District.

Elementary Gymnasiums:

| | | |
|-----------------------------------|----------|------------------------|
| September-June (Academic year) | Mon-Fri: | 4:30 p.m. to 9:30 p.m. |
| | Sat: | 8:00 a.m. to 9:30 p.m. |
| | Sun: | 9:00 a.m. to 9:30 p.m. |
| July-August | Mon-Sat: | 9:00 a.m. to 9:30 p.m. |

Secondary Gymnasiums:

| | | |
|-----------------------------------|----------|------------------------|
| September-June (Academic Year) | Mon-Fri: | 4:30 p.m. to 9:30 p.m. |
| | Sat: | 8:00 p.m. to 9:30 p.m. |
| | Sun: | 9:00 p.m. to 9:30 p.m. |
| July-August | Mon-Fri: | 8:00 a.m. to 9:30 p.m. |
| | Sun: | 9:00 a.m. to 9:30 p.m. |

The above times may be extended by mutual agreement of the parties.

Section 5: Fees and Charges

- a. The City may charge fees to community users of District owned athletic fields and facilities to cover administrative and maintenance costs the District or City may incur. The parties' objective with respect to charging fees is that such fees will cover the actual cost of using the facilities and that fees will not result in a profit for the City.
- b. In addition, the City may charge community users of District athletic fields and facilities for extra material, labor, energy and supply costs and appropriate overhead costs that either the City or the District may incur because of the use of the athletic fields and facilities, including but not limited to property damage, unsecured gates and locks, security response, leftover trash and garbage.
- c. The District shall be responsible for the same expenses that the City is responsible for under this Agreement when it uses the District facilities and the City may charge the District for use of Heritage Hall and the field lights at Peter Kirk Park on the same basis that it charges the general public.
- d. The District and City may charge each other for hourly rental rates, energy surcharge fees, supplies, utilities and other expenses incurred solely by the use of each others' facilities as would be charged by other users and as set forth in District or City policy.

Section 6: District Policies Regarding Use

- a. In using District and City athletic fields and facilities, the applicant group's policies and practices shall not discriminate against any person on the basis of any individual differences and/or characteristics including for example, but not necessarily limited to, race, gender, age, disability, physical condition, sexual orientation, ethnic group or religion. As a part of his/her/its application to the District or City, the applicant shall attest and certify with regard to his/her/its non-discrimination practices.
- b. In addition, the applicant group shall have policies in place to provide individuals with disabilities the opportunity to participate in activities contemplated by this Agreement and the City will provide the District with notice if such accommodations are required.
- c. This Agreement shall be consistent with and subject to all District and City policies and other guidelines concerning athletic field and facilities use. The parties have provided each other with copies of their respective policies and guidelines.
- d. The City shall comply with the State of Washington's "Fair Play in Community Sports Act" (Chapter 467, 2009 Laws, effective date July 26, 2009) that prohibits discrimination against any person in a community athletics program on the basis of sex.

Section 7: Security

- a. Except as provided in this section, the District shall provide general site security for the athletic fields and facilities it uses to the same extent it does for all District field and facilities. If the City enters into a long-term lease with the District for District owned athletic fields and facilities, the City shall assume security requirements similar to that found at other City-operated athletic fields and facilities. 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 athletic fields and facilities. The user shall assure the City that all vehicles are kept off District athletic fields and facilities and away from unauthorized places. The user shall ensure that good order is maintained at all times. For District athletic fields and facilities, the user shall also certify in writing to the City that the user will comply with all of the District's policies which prohibit tobacco, smoking, alcoholic beverages and weapons and any other District policies that are communicated to the City. The user assumes full responsibility for the conduct of persons involved in the user's activity or who are present with the consent of or invitation of the user, or as a result of the user'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 user, its agents, or invitee. 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 athletic field or facility. The user may be assessed an extra fee for any gates and/or locks left unsecured after their use, including paying for any additional labor cost incurred by the District or for charges assessed to the District by its security company, police, fire or other third party if such party is required to respond to an alarm, locked door or other security situation at a District facility.
- d. The City will ensure adequate supervision of user groups utilizing District athletic fields or facilities under this Agreement so that regular school activities are not compromised.

Section 8: Clean-up and Maintenance

- a. Trash and garbage cleanup of athletic fields and facilities is the responsibility of the party using the athletic field or facility. 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 party using the property and not leaving it in a clean condition. If an athletic field or 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. Failure to do so may result in the City or District removing and storing the equipment with the cost of the removal being assessed to the user.
- c. For District owned and operated athletic fields and facilities, the District is responsible for the primary maintenance to the standard traditionally provided to serve its educational athletic programs. The City may augment at its sole expense, but with the prior approval of the District, the District facilities that the City has renovated beyond the level normally provided by the District. The City's maintenance responsibilities will be covered on such sites by separate agreements.

Section 9: Advertising

The City shall allow no advertising or signage, temporary or permanent, on District athletic fields or facilities without the prior written consent of the District.

Section 10: Joint Improvements and Renovations

- a. The District reserves the right to improve, renovate and install equipment on District owned and athletic fields and gymnasiums 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 athletic fields and facilities improved and maintained 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, delay or condition its approval of such District-initiated efforts.
- c. For all City-initiated improvements and City-initiated equipment installation on District owned athletic fields and facilities 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, delay or condition its approval of such City-initiated efforts.
- d. The cost of maintaining and operating such athletic fields and 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 athletic fields and facilities will be coordinated with 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 11: Conflict Resolution

- a. If either party believes that the other party is not fulfilling the 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 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 Deputy Director of Parks and Community Services agree to meet to resolve the complaint. If they are unable to do so, the issue shall be referred to the District's Deputy Superintendent and the City's Director of Parks and Community Services for resolution.
- c. If the City and the District representatives are unable to resolve the complaint, the District's Superintendent and the City's City Manager agree to meet to resolve the complaint.
- d. If the parties are unable to resolve the conflict after engaging in the above process after ninety (90) days or upon a mutually agreed upon date, then either party may terminate the Agreement as provided for herein.

Section 12: Terms of Agreement

- a. The initial term of this Agreement shall commence on final approval by the governing bodies of the District and the City and the term shall end five (5) years thereafter. Either party may unilaterally, with or without cause, terminate this Agreement by providing not less than three (3) months written notice.
- b. If the parties fail to mutually extend this Agreement prior to sixty (60) days before the end of the initial five (5) term or any subsequent term by a writing signed by the parties, 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.
- c. Should the Agreement be terminated prior to the expiration of the applicable term, 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:
 1. Field improvements: 10 year schedule
 2. Equipment improvements: 5 year schedule
 3. Building construction: 40 year schedule

Section 13: Operating Rules

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

Section 14: Indemnification

The City agrees to protect, defend, hold harmless, 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 athletic field or facilities used by the City except for (i) the sole negligence of the District, or (ii) where the District is using such athletic fields or 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. If 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.

The District agrees to protect, defend, hold harmless, indemnify 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 athletic fields or facilities when community users are using such athletic fields or 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. If 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.

Section 15: 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 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 City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the District in this Agreement. The District 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: 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: Business Automobile Coverage, 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 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 evidence of general liability coverage 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.
- 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 liability coverage via the membership in the Washington Cities Insurance Authority, a Municipal Pool, 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: 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: Business Automobile Coverage, 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 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 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 evidence of general liability coverage 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 the District.

Section 16: Assignment

Neither party will assign its rights or responsibilities under this Agreement without written authorization of the other party.

Section 17: Severability

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 18: Notice

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 appropriate one of the following addresses as may be designated by the appropriate party:

If to the City: Carrie Hite
Deputy Director, Parks and Community Services
City of Kirkland
505 Market Street
Kirkland, WA 98033
Phone: 425-587-3320
E-mail: chite@ci.kirkland.wa.us

If to the District: Forrest W. Miller, CFM
Director of Facilities
Support Services Center
Lake Washington School District
15212 NE 95th Street
Redmond, WA 98052

Business Phone: (425) 882-5102
Fax: (425) 882-5146

Section 19: Non-Waiver

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 20: Integration

This writing contains all terms of the parties' agreement on this subject matter. Except for the Amendments for certain District facilities described in this Agreement, which expressly survive, it replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's representative.

Section 21: Filing

Pursuant to RCW 39.34.040, this Agreement will either be filed with the County Auditor or listed by subject on the City and District's web-site or other electronically retrievable public source.

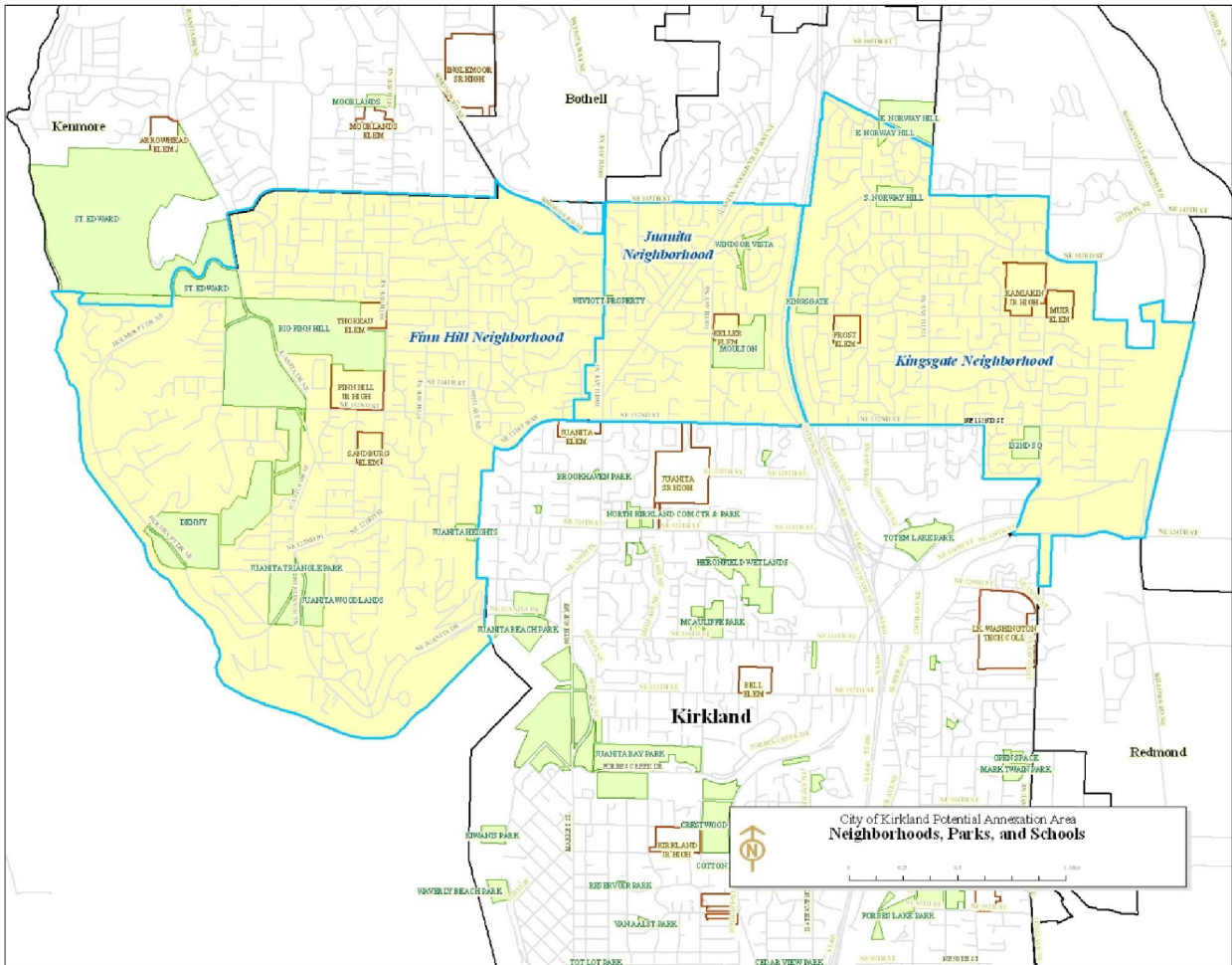
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

Lake Washington School District**City of Kirkland**

Dr. Chip Kimball, Superintendent

David Ramsay, City Manager

The City shall act as scheduling coordinator for the District owned athletic fields in the City limits, and the Potential Annexation Area of Kirkland, during the times that are not in conflict with the District's own use of its fields. Following is a map of the Annexation area.



Facility use shall be allowed within the following six user classifications. The classifications listed are in priority order for use of the District's facilities.

Group I – District or School-Oriented Groups

- **First Priority:** District or school-related programs or activities and District or school-oriented groups that exist primarily because of the school program shall have this classification. They will be given first priority for the use of the District's facilities. This group includes all curricular or extra-curricular student groups, associated student body, as well as PTSA, School Booster's Clubs, LWEA/classified unions, staff groups, and district convened citizen advisory groups.

Group II – City Sponsored Youth Activities via Cities/School District Interlocal Agreements

- **Second Priority:** Cities with whom the District has a joint-use interlocal agreement shall be given second priority for the use of the District's facilities. City adult recreation programs will be allowed based on annual approval by the district.

Group III – Non-Profit Youth Organizations with Memberships Residing Within the District

- **Third Priority:** Local community non-profit youth organizations with a roster of at least 65% of members residing within the boundaries of the District will have third priority for the use of the District's facilities. Examples include: Boys & Girls Club, YMCA, YWCA, Youth Soccer Leagues, Little Leagues, Lake Washington Youth Ski Council, 4-H, Boy Scouts, Girl Scouts and Camp Fire.

Group IV - Non-Profit Adult Organizations with Members Residing Within the District; Other City and State Agencies

- **Fourth Priority:** Adult non-profit organizations that have as their prime focus the interest and needs of the local community and whose membership roster demonstrates at least 65% of its members reside within the boundaries of the District shall have fourth priority. This group also includes state and local agencies with which the District does not have a joint-use interlocal agreement. Examples include: community clubs, League of Women Voters, service clubs and senior citizens groups, and churches.

Group V - Other Non-Profit Organizations

- **Fifth Priority:** Other non-profit organizations where less than 65% of its members reside within the boundaries of the District will have fifth priority.

Group VI - Other Adult Organizations

- **Sixth Priority:** Private organizations and commercial groups including semi-professional groups or private social groups.

Private groups are not permitted to use any District facilities without the prior approval of the Superintendent. Commercial or semi-professional groups must receive approval of the Board of Directors.

Timeline for applications for Gym Use:

Applications for use of up to 10 consecutive or non-consecutive days of Gym use must be completed and submitted to the District's facility administrator or designee **not less than 20 school days in advance of the intended use**, with the exception of Group VI users which must make request 45 days in advance.

Requests for use of more than 10 consecutive or non-consecutive days must be submitted as follows:

| <u>Facility Use Requests for:</u> | <u>Submitted by:</u> | <u>Decision by:</u> |
|-----------------------------------|----------------------|---------------------|
| Sept/Oct/Nov..... | May 15 | June 15 |
| Dec/Jan/Feb..... | Sept 1 | October 1 |
| Mar/Apr/May | Jan 1 | February 1 |
| Jun/Jul/Aug | Mar 1 | April 1 |

Applications will be considered for approval based on facility availability and the requestor's priority classification. Additional applications will be required if extended usage is anticipated beyond that initially approved with an application. All applications must be renewed annually.