

**INTERLOCAL JOINT USE AGREEMENT BETWEEN  
HIGHLINE SCHOOL DISTRICT NO. 401  
AND THE  
CITIES OF BURIEN, DES MOINES, NORMANDY PARK and SEATAC**

**THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 1st day of January, 2014 by and between the Highline School District No. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac, which are municipal corporations under the laws of the State of Washington, and hereinafter referred to as "HSD" and "City" or "Cities" respectively.**

**RECITALS**

**WHEREAS**, the Cities and HSD have agreed to coordinate and collaborate with respect to planning and implementation of policies concerning health promotion and active living for the benefit of the citizens of their respective jurisdictions; and

**WHEREAS**, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, HSD is the owner of real property in the Cities, including facilities and active use areas that are suitable for community recreational purposes when not being used by HSD, and each City is the owner of real property, including facilities and active use areas that are suitable for school purposes when not being used by the Cities; and

**WHEREAS**, the Cities and HSD are authorized to enter into agreements with one another to maximize available opportunities by cooperating to improve the overall health of their citizens and students, to provide community recreation and student activities, and to cooperate in the betterment of the community; and

**WHEREAS**, the Cities and HSD desire to enter into an agreement to provide for the use of Cities' facilities by HSD, for the use of Cities' facilities by Cities, and for the use of HSD facilities by Cities, in order to promote efficient facility use and increase recreational opportunities for the communities; and

**WHEREAS**, an Interlocal Agreement for shared facility use would allow and encourage the Cities and HSD to work together to utilize existing outdoor and indoor facilities and to plan, develop, upgrade and build similar facilities for joint use.

**NOW, THEREFORE**, in consideration of the terms and provisions herein, it is agreed by and between the Cities and HSD as follows:

I. HSD Use of Cities' Facilities

- A. Upon request, HSD schools may have access and shared use privileges to certain facilities located in the Cities, including the Cities' parks, recreation areas and meeting spaces attached hereto as Exhibit A, for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the buildings, such as gymnasiums or classrooms that may be used for recreational or community education programs.

The use by HSD of Cities' facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to each City's designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

II. Cities' Use of HSD Facilities

- A. Upon request, each City may have access to and shared use privileges to certain HSD facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms and recreational portions of the buildings, such as gymnasiums or other rooms that may be used for recreational or community education programs.
- C. The use by the Cities of HSD facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to HSD designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

III. Cities' Use of Cities' Facilities

- A. Upon request, each City may have access to and shared use privileges to certain other Cities' facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the

buildings, such as gymnasiums, or classrooms that may be used for recreational or community education programs.

- C. The use by a City of other Cities' facilities (except for those facilities covered under separate agreements between each City), including scheduling and reservations, shall be controlled by and subject to the Cities' designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

#### IV. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.

- B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and HSD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.

- i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.

- ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

- C. Scheduling of dates for use of Cities' and HSD facilities shall be worked out in advance to avoid conflicts. Once a date is booked, the parties agree to honor the scheduled commitment. In cases of extreme unforeseen conflict requiring a reservation change, the facility owner, to the extent possible, is expected to offer access to an appropriate alternative facility. To ensure effective communication between Cities and HSD, each agency shall provide to one another a list of primary contact persons whose responsibilities are to schedule, maintain or program facilities.

- D. The Interagency Team established in Section X shall meet regularly to develop a master schedule for joint use of HSD and Cities' facilities to discuss and allocate facility use planned by the HSD, Cities, and third parties. The Interagency Team shall schedule quarterly meetings or at such other times as mutually agreed upon by the HSD and Cities. At these meetings, the HSD and Cities will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming seasonal schedule.

- E. Previously scheduled use of any facility shall supersede priority of use criteria in Article VI (Priority of Use).
- F. Parking is permitted in designated areas only. Vehicle parking on HSD playgrounds or City park or field areas is strictly prohibited and is grounds for denial of future use.
- G. Any party utilizing a facility under this agreement agrees to provide appropriate supervision of participants to monitor they remain in reserved areas and act appropriately. Repeated breach of this provision may result in denial of future use.

V. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

VI. Priority Use

A. HSD facility use is prioritized in the following order:

- 1) School use, school functions, and HSD-sponsored events, including groups directly sponsored or associated with HSD, such as student groups or PTSA organizations.
- 2) Cities' recreation and community programs provided for the general public.
- 3) All other uses as determined and prioritized by HSD.

B. Cities' facility use is prioritized in the following order:

- 1) Cities' use, Cities' functions, and Cities' sponsored events, including recreational and community programs provided by the Cities for or directly benefitting Cities' residents.
- 2) Programs for the purpose of public primary and secondary education and associated

student programs sponsored and managed by HSD.

- 3) Other Cities' community recreation programs and City-sponsored community meetings and educational programs managed by such other Cities.
- 4) All other uses as determined and prioritized by each City.

VII. Termination of Agreement

This Agreement provides for a program of community recreation and educational activities using Cities and HSD facilities. It is intended to establish the general understanding of the Parties and is in addition to any other agreement between HSD and the Cities pertaining to the use of specific facilities at a particular named site belonging to HSD and the Cities. This Agreement shall remain in full force and effect in accordance with Section IX so long as HSD and the Cities shall maintain and operate facilities capable of joint or shared recreation use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either HSD or any of the Cities, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the HSD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

IX. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from January 1, 2014 through and including December 31, 2016. At the end of this three (3) year period, the Agreement shall automatically renew for periods of three (3) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

X. Interagency Team

Pursuant to RCW 39.34.030(4)(a), HSD and the Cities each hereby appoint an Agreement Administrator to the Interagency Team, which shall be responsible for administering this Agreement. The Parties hereby designate HSD's [*Chief Operations Officer*], and each City's [*Parks and Recreation Director*], to serve as their respective Agreement Administrators. This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4).

XI. Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Directors of

Parks and Recreation of the Cities and the Chief Operations Officer of the HSD shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Managers of the Cities and the Superintendent of HSD shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. HSD and the Cities shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

Highline School District No. 401  
ATTN: Superintendent  
15675 Ambaum Blvd. SW  
Burien, WA 98166

With a Copy to:  
Highline School District No. 401  
ATTN: Chief Operations Officer  
15675 Ambaum Blvd. SW  
Burien, WA 98166

City of Burien  
ATTN: City Manager  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

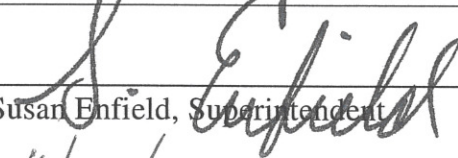
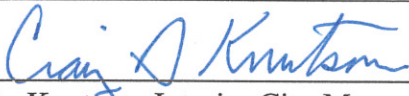
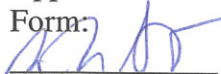


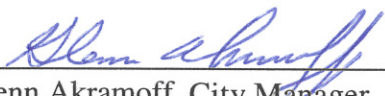
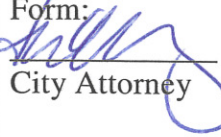
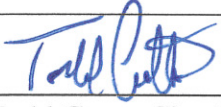
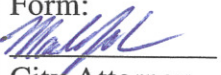
City of Des Moines  
ATTN: City Manager  
21630 11th Avenue South, Suite A  
Des Moines, WA 98198

City of Normandy Park  
ATTN: City Manager  
801 SW 174th Street  
Normandy Park, WA 98166

City of SeaTac  
ATTN: City Manager  
4800 South 188th Street  
SeaTac, WA 98188-8605

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

<p><b>HIGHLINE SCHOOL DISTRICT NO. 401</b></p>	<p>By: <u></u>          Dr. Susan Enfield, Superintendent</p> <p>Date: <u>11/21/2013</u></p>	
<p><b>CITY OF BURIEN</b></p>	<p>By: <u></u>          Craig Knutson, Interim City Manager          By Direction of the Burien City Council in Open Public Meeting on <u>December 16</u>, 2013.</p> <p>Date: <u>December 18, 2013</u></p>	<p>Approved as to Form: <u></u>          City Attorney</p>
<p><b>CITY OF DES MOINES</b></p>	<p>By: <u></u>          Anthony A. Piasecki, City Manager          By Direction of the Des Moines City Council in Open Public Meeting on <u>December 5</u>, 2013.</p> <p>Date: <u>12/20/13</u></p>	<p>Approved as to Form: <u></u>          City Attorney</p>
<p><b>CITY OF NORMANDY PARK</b></p>	<p>By: <u></u>          Glenn Akramoff, City Manager          By Direction of the Normandy Park City Council in Open Public Meeting on <u>JANUARY 21</u>, 2013.</p> <p>Date: <u>1/23/14</u></p>	<p>Approved as to Form: <u></u>          City Attorney</p>
<p><b>CITY OF SEATAC</b></p>	<p>By: <u></u>          Todd Cutts, City Manager          By Direction of the SeaTac City Council in Open Public Meeting on <u>1/14</u>, 2013.4</p> <p>Date: <u>1/16/14</u></p>	<p>Approved as to Form: <u></u>          City Attorney</p>



## EXHIBIT A

### **HSD facilities available to Cities:**

- Burien (Facilities available to City of Burien programs at no cost)
  - Cedarhurst Elementary School and campus
  - Gregory Heights Elementary School and campus
  - Hazel Valley Elementary School and campus
  - Highline High School
  - Hilltop Elementary School and campus
  - Seahurst Elementary School and campus
  - Shorewood Elementary School and campus
  - Southern Heights Elementary School and campus
  - Sylvester Middle School and campus
  
- Des Moines (Facilities available to City of Des Moines programs at no cost)
  - Des Moines Elementary School and campus
  - Marvista Elementary School and campus
  - Midway Elementary School and campus
  - Mt. Rainier High School and campus
  - Pacific Middle School and campus
  - Parkside Elementary School and campus
  - North Hill Elementary School and campus
  
- Normandy Park (Facilities available to City of Normandy Park programs at no cost)
  - Marvista Elementary School and campus
  
- SeaTac (Facilities available to City of SeaTac programs at no cost)
  - Bow Lake Elementary School and campus
  - Chinook Middle School and campus
  - Madrona Elementary School and campus
  - Tyee Educational Complex and campus
  - McMicken Elementary School and campus

**Cities' facilities available to HSD and Cities:**

- Burien (Facilities available to Burien schools and HSD Administration at no cost):
  - All City Parks
  - Burien Community Center
  - Burien Community Center Annex
  - Dottie Harper Park House
  - Burien City Hall Meeting Rooms
  - Burien City Hall North
  - Moshier Community Arts Center
  
- Des Moines (Facilities available to Des Moines schools and HSD Administration at no cost):
  - All City Parks
  - Des Moines City Hall Meeting Rooms
  - Des Moines Field House
  - Des Moines Activity Center
  
- Normandy Park (Facilities available to Normandy Park schools and HSD Administration at no cost):
  - All City Parks
  - Normandy Park City Hall Meeting Rooms
  - Normandy Park Recreation Center
  
- SeaTac (Facilities available to SeaTac schools and HSD Administration at no cost):
  - All City Parks
  - SeaTac City Hall Meeting Rooms
  - SeaTac Community Center
  - Highline SeaTac Botanical Garden
  - Sunset Playfields
  - Valley Ridge Sports Park