

AN AGREEMENT FOR THE JOINT USE OF FACILITIES

ISSAQUAH SCHOOL DISTRICT

and

KING COUNTY PARKS AND RECREATION DIVISION

THIS AGREEMENT, ("Agreement"), is entered into by King County, a home rule charter county and political subdivision of the State of Washington, through its Department of Natural Resources and Parks, Parks and Recreation Division, ("King County" or "County"), and the Issaquah School District, hereinafter referred to as the "District." King County and the District are sometimes referred to herein individually as a "Party" or "Agency" and collectively as the "Parties" or "Parties."

I. PURPOSE OF THE AGREEMENT

King County and the Issaquah School District believe they can best advance their respective objectives by forming a cooperative agreement. In establishing this agreement, King County and the Issaquah School District seek to:

- A. Encourage joint use of each Party's respective trails that are co-located between Maplewood Heights Park owned by King County and Liberty High School owned by the District;
- B. Allow King County to make upgrades to the Liberty High School site trails that are integrated into the Maplewood Heights Park trail system and maintain those upgrades;
- C. Allow the District classes and sports teams to continue to use and access the trails at Maplewood Heights Park.

NOW, THEREFORE, King County and Issaquah School District now desire to enter into this Joint Use Agreement under the following terms and conditions:

II. TERM

The term ("Term") of this Agreement shall commence on the date of execution by the last Party to sign this Agreement and shall terminate five (5) years from that date, unless and until it is amended in writing, or terminated, all as provided herein.

This Agreement may be terminated by either party for any reason with sixty (60) days advance written email notice to the non-terminating party, or on a date-certain specified and mutually agreed to in writing by both Parties.

III. GENERAL PROVISIONS OF THE AGREEMENT

A. Notwithstanding that this Agreement shall be effective for five years, the parties acknowledge that circumstances are constantly changing for both Parties. Consequently, the Parties hereto reserve the right to amend this Agreement from time to time as may be mutually agreed. The Parties understand all amendments shall be done in writing. No amendment hereto shall be effective unless written and signed by the Superintendent of the District and the Director of King County Parks and Recreation Division.

B. Any and all fees or obligations owed by either Party to the other resulting from this Agreement shall survive the expiration or termination of this Agreement. Both Parties shall be entitled to all legally available remedies to recover any fees or obligations owed to it by the other Party.

C. The District and King County shall act in good faith to implement and effectuate this Agreement.

D. This agreement encompasses only the trails described in Sub-Section E below. The Party who owns the property retains the authority to approve or deny requests for use by the other Party, subject to the terms of this Agreement.

E. This Agreement encompasses the below trails collectively referred to as “Facility” or “Facilities.” The trails covered by this Agreement are identified on Attachment A “TRAIL MAP”:

1. King County Owned Park:

i. Maplewood Heights Park identified as Parcel Number 1323059095 with approximate location of SE 140th Street and 168th Renton, WA 98059.

2. District Owned trails:

i. Liberty High School identified as Parcel Number 1323059038 and address 16655 SE 136th Street Renton, WA 98059.

IV. GENERAL GUIDELINES FOR JOINT USE

A. The District agrees to allow King County to use a portion of the Liberty High School site that is adjacent to Maplewood Heights Park for the improvement and maintenance of public trails.

B. King County agrees to improve and maintain the trails on the Liberty High School site in accordance with United States Forest Service (USFS) Class III trail construction and maintenance standards. The length of trails located on District property is estimated at 260 feet. If King County wishes to expand the trail footprint on District property, the County will seek input and review by the District prior to trail construction.

C. The District agrees to continue owning and maintaining the culvert located on District property and identified in Attachment A.

C. The Parties agree they each are always individually responsible for the proper maintenance of their own Facilities not associated with the trails identified in Attachment A.

C. All joint use programming and activities scheduled under this Agreement shall comply with the owner Parties's policies prohibiting discrimination.

V. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY Steve Wilkinson, Parks District Maintenance Coordinator Steve.wilkinson@kingcounty.gov Kcparks.legalnotices@kingcounty.gov	DISTRICT
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Either Party hereto may, at any time, designate any other address in substitution of the foregoing address, by giving ten (10) days written notice to the other Party.

VI. INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and hold harmless the other party and such Party’s officers, agents, employees, authorized users, and elected or appointed officials, from and against any and all claims for personal injury or property damage to the extent that such claims arise out, relate to, or are connected with any actual or alleged negligence of the Party from whom indemnification is sought, or of such Party’s employees, agents, contractors, officers, volunteers, authorized users, and elected or appointed officials, in connection with this joint use Agreement.

Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor’s employees. The Parties acknowledge that these provisions were specifically and mutually negotiated.

VII. INSURANCE

The District shall procure and maintain, at its sole expense, appropriate and reasonable insurance coverage and insurance limits to cover each of the District’s liabilities given the scope of this Agreement and activities contemplated herein. The District must include the County, its officials, agents, employees, and volunteers as additional insured for full coverage and policy limits under its Commercial General Liability insurance and its Automobile Liability insurance. Upon request by the County, and within five (5)

business days, the District must provide evidence of its insurance coverage, including endorsements. The District may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if the District maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.

King County maintains a funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. King County is a self-insured governmental entity and does not purchase Commercial General Liability insurance; therefore, King County does not have the ability to name an entity as an additional insured.

VIII. AUTHORITY

Each Party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IX. ENTIRE AGREEMENT

This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by the Parties. This section does not operate to prohibit either party from designating different individuals without written notice as described in section five.

X. LEGAL RELATIONSHIP/ NO THIRD-PARTY BENEFICIARIES

The Parties to the Agreement execute and implement this Agreement as separate parties. No partnership, joint venture, or joint undertaking shall be construed from this Agreement. It is not the intent of either Party to enter into a partnership, joint venture, or joint undertaking. This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not create a contractual relationship with, or cause of action in favor of, any third party.

XI. GOVERNING LAW AND VENUE

This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either party shall bring a lawsuit related to or arising out of this Agreement, such lawsuit shall be brought in King County Superior Court and no other venue.

XII. COUNTERPARTS

This Agreement may be executed in one or more counterparts (including facsimile or electronically delivered copies), and may be executed by electronic signature, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Joint Use Agreement.

Issaquah School District

King County Parks and Recreation Division

By: _____

By: _____

Issaquah School District

Doug Hodson
Deputy Director
King County Parks and Recreation

Date: _____

Date: _____

**ATTACHEMENT A
TRAIL MAP**



Map Key

- Yellow Circle – Area covered in Agreement
- Blue Pin – Approximate location of culvert
- Green Line – Proposed route
- Yellow Line – Proposed re-route
- Red Line – Routes to be decommissioned