Issaquah School District and City of Issaquah Interlocal Agreement for Joint Use and Development of Facilities, Programs, Maintenance and Operations

This Agreement is made and entered into this __ day of _____, 2026, by and between Issaquah School District No. 411 (hereinafter referred to as the "District"), a Washington municipal corporation, and the City of Issaquah (hereinafter referred to as the "City"), a Washington municipal corporation.

WITNESSETH:

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

WHEREAS, the governing bodies of the City and District are authorized pursuant to Chapter 39.34 RCW to enter into agreements with each other, and to do all things necessary or convenient to aid, cooperate, and make efficient use of their powers; and

WHEREAS, the City has established the Department of Parks and Community Services (the "Department") for carrying out the purposes of developing and maintaining community parks, athletic facilities, recreation, and cultural arts programs; and

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

WHEREAS, the City and District each own facilities and athletic fields in the City, and are mutually interested in assuring such facilities and fields are available for the benefit of District students and the Issaquah community with the least possible expenditure of public funds; and

WHEREAS, the City and District have previously entered into agreements that address joint use of 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 educational requirements of the District; and

WHEREAS, the City and the District anticipate entering into more specific agreements relating to this Agreement and joint use and development of facilities and programs by means of Addendum(s) 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:

I Purpose and Subject Matter

A. This Agreement supersedes and replaces the Joint Use Agreement entered into between the parties dated May 28, 2003. Upon signature of this Agreement by both parties, the prior Joint Use Agreement is terminated and of no further effect.

B. The subject of this Agreement is the joint City and District development, maintenance, scheduling, and use of parks, outdoor athletic fields and facilities, and indoor facilities, including gymnasiums, pools, performing arts centers and commons / cafeterias at facilities owned and operated by either agency.

C. The parties agree that City facilities and properties are publicly owned and intended for use and for the benefit of Issaquah residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for. The City shall make City facilities that are suitable for school programs available to the District in accordance with the terms of this Agreement. Use of said facilities shall also be in accordance with the policies and procedures of the City for the use of City facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

D. The parties agree that District facilities, and athletic fields are publicly owned and intended primarily for school and educational purposes for the benefit of students and the school age population that reside within the District. The District shall make school facilities available to the City which are suitable for community programs in accordance with this Agreement. Use of said facilities shall also be in accordance with the policies and procedures of the District for the use of school facilities and as otherwise provided for in this Agreement. Any conflicts under this Agreement regarding use of District fields and facilities shall be resolved with the objective of meeting the primary purpose of use by District-enrolled students and school age children and their families

E. The parties agree that during the term covered by this Agreement, the District facilities and athletic fields are intended to be used jointly for school and community recreation purposes for the benefit of District-enrolled students, the District, and the City at large. In planning programs and scheduling activities on District school grounds, the

security, academic, athletic, and recreational needs and opportunities of school-age children enrolled in the Issaquah School District will be the highest priority and will be adequately protected.

II General Understandings for Availability and Use of School and City Facilities

A. City and District shall make buildings and grounds available for use by the other party on a first priority basis after the scheduling requirements for its own programs and other pre-existing contractual priority terms with other municipalities within the District have been met. All joint use programming and activities scheduled will comply with the facility owner's policies and procedures, unless otherwise agreed upon. Additional rules governing the availability and use of specific facilities are set forth in this Agreement.

B. The City understands that the scheduling of District facilities will be coordinated through the Issaquah School District Facilities Scheduling Department.

C. The District understands that City facilities are under site-based management, and that scheduling will be coordinated by the City of Issaquah Parks and Community Services Department.

D. The City will be responsible for reimbursing the District for its repairs of any damage to District facilities arising out of the City's use, with the exception of ordinary wear and tear. The District will be responsible for reimbursing the City for its repair of any damage to City facilities arising out of the District's use, with the exception of ordinary wear and tear. Each party will invoice the other for the true and actual cost of any damage that occurs in accordance with district and city policy and regulations. Each party is responsible for cleaning up any litter, debris, or refuse deposited in any facility during that party's use and for leaving the facility in a neat, clean, and orderly condition after said use. Except as otherwise provided herein, the ultimate responsibility for the maintenance, repair, and use of facility space will remain with the owner of the facility.

E. This Agreement shall be subject to all City and District policies and other guidelines concerning facility use. All facility users will comply with City and District policies which prohibit various activities, including, but not limited to tobacco, smoking, vaping, alcoholic beverages, and weapons. The parties have provided each other with copies of their respective policies and guidelines.

III Scheduling

A. As public agencies, the City and District will engage in joint and cooperative scheduling of facilities for the benefit of the taxpayers who fund both agencies.

B. The City shall act as the coordinator for scheduling of use of City-owned fields and facilities and shall make the final decision with respect to scheduling City field and facility use.

C. The District shall act as the coordinator for scheduling District-owned fields and facilities and shall make the final decision with respect to scheduling school-owned facilities.

D. Use of Athletic Fields

For the use of Fields within City Parks, the District will submit applications to the City for use by the deadlines outlined in the Athletic Field Rental Guide. For the use of Fields (including Tracks) on District property, the City will submit applications for use to the District by the deadlines outlined in the Athletic Field Rental Guide. Those deadlines for both agencies are:

SEASON	SEASON DATES	RENTAL REQUESTS DUE DATE	PRIMARY CONTACT	RENTAL REQUESTS APPROVED BY DATE
Spring & Summer	Apr 1 – Aug 31	Jan 2	City – Athletics Supervisor District – Facility Scheduler	Feb 15
Fall	Sept 1 – Dec 31	Jun 1	City – Athletics Supervisor District – Facility Schedule	July 15
Winter	Jan 1 – Mar 31	Oct 1	City – Athletics Supervisor District – Facility Schedule	Nov 1

E. Use of Gymnasiums

The District will accept gym and room requests for City use three times annually which shall be requested in accordance with the same Athletic Fields timelines established in the Table immediately above.

The District will ensure that City participants have access to District ISD locations during normally staffed custodial hours for midweek programming. The District will ensure that locations are opened at designated times and that locations are secure following programs.

The City will provide supervision during off hours or weekend facility use at District facilities. The District will ensure that the City has key card access to facilities during scheduled program times.

F. Use of Performing Arts Centers

The District will provide opportunities for the City and community groups to use the Issaquah High School Performing Arts Center throughout the calendar year, based on availability and staffing, during times when not in use by the District.

City and community group use will be coordinated through District Facilities staff and City Arts Program staff. The City's role in use by community groups is limited to scheduling. Nothing herein shall be construed as placing responsibility on the City for the acts or omissions of such community groups, who will be required to enter into their own facility rental agreement with the District and will be required to pay the corresponding rental fees for usage.

Any special technical staffing needs will be coordinated through the City Arts Program and are subject to approval by the District. The District will not be responsible for fees associated with special technical staffing for use by the City or community groups. Any fees for special technical staffing for community group activities will be charged by the District to the community group.

For the use of the Performing Arts Center, the City will submit applications for use to the District by the deadlines outlined as follows, with the exception of large scale events with regional reach which will be considered on a case by case basis and ideally receive at least 6 months advance notice of availability:

SEASON	SEASON DATES	RENTAL REQUESTS DUE DATE	SUBMITTED VIA EMAIL TO	RENTAL REQUESTS APPROVED BY DATE
Spring & Summer	Apr 1 – Aug 31	Jan 2	District – Facility Scheduler	90 days prior to the event taking place
Fall & Winter	Sept 1 – Mar 30	Jun 1	District – Facility Scheduler	90 days prior to the event taking place

G. Use of Julius Boehm Pool

Use of the Julius Boehm will be scheduled with the City Pool Supervisor.

District high school coaches and/or athletic directors may submit requests to the City for seasonal swim and dive team use up to three (3) months prior to the intended start date (which is typically May/June for the Fall athletic season). The City shall execute a rental agreement with each team or school once the schedule is confirmed, which shall provide use of the Pool without cost to the District.

For other District program requests, the District's designated representative may submit scheduling requests to the City. The City will accommodate these requests based on availability of the pool during regular operating hours and in accordance with the City's pool schedule.

H. Summer Use of Schools for City Camps

The City operates several Day Camp and Sports Camps each summer outside of the District academic year. For usage of District facilities for such camps, the City will provide requests for District facilities by the end of January in the same calendar year. The District will inform the City of its scheduled facilities as soon as possible, ideally by the end of March to best support proper planning, scheduling, and marketing.

I. Use of other City Recreation Facilities

If the District is interested in scheduling use of any other City recreational facility, District staff will work directly with the Facility Supervisor at the specific site of interest.

The City schedules its programs at its recreational facilities on a quarterly basis. Once the City's programs have been scheduled, the District shall have priority for any remaining available space. If the District wishes to schedule use of a facility further in advance, the City will make reasonable effort to accommodate, that request, subject to availability and operational feasibility.

J. Use of Parks (including shelters) or Trails

Picnic shelter, open space, and trail use requests will be accepted by the City on January 2nd for the following calendar year. Requests for picnic shelters, open space, and trail use will also be accepted throughout the year and will be approved based on

availability. The City recommends that the District request picnic shelter, open space, and trail use, use at least 30 days or more from the event as. requests made within 30 days of an event may be difficult to schedule. The Picnic Shelter, Trail use, and Open space rental season is open seasonally from May 1 – Sept. 30th. Requests for event use outside of that this season may be permitted based on park conditions and staffing availability.

IV Hours of Use and Change Notification Process

A. The City and District shall determine the hours of use for their respective facilities and allow for the maximum use of the space when not scheduled for use.

B. Neither party will have access to facilities they have not scheduled in advance, nor will they have access to facilities prior to or after their scheduled times, without agreement by the other party.

C. Each party will adhere to each other's schedules to the greatest extent possible and will not disrupt scheduled programs. Should an unforeseen event occur which precludes a joint activity or program from occurring, each party will seek to accommodate the schedule at an alternate space, facility, or date.

D. Each party shall give adequate notification of scheduling changes or facility use to allow for completion of a program cycle, and where necessary, to relocate programming with support from the other party, as needed. Cancelation notices shall be sent to the facility directly and also emailed to the District Facility Scheduler.

Notwithstanding paragraph D, each party shall notify the other, as early as possible, of any changes, cancelations or weather-related closures. It is the responsibility of the party providing the activity or program to inform their participants, staff, and/or volunteers of any changes.

V Staffing

A. The City shall provide adequate personnel to supervise city activities held in/on District facilities in accordance with City requirements for such activities, and the District shall provide adequate personnel to supervise District activities held in/on City facilities in accordance with District requirements for such activities.

B. Employees, representatives, agents, and volunteers of each party shall act under the supervision, rules and regulations of that party agency. Employees, representatives, agents and volunteers of each party engaged in the performance of this Agreement shall

not be considered employees or agents of the other party and shall not be eligible for or entitled to share in compensation or benefits available to employees of the other party.

C. As two publicly-funded agencies, it is the intent of this Agreement to provide reciprocal use of the other's public facilities at no or low cost so as to deliver services to taxpayers in a cost-effective manner. That said, unless otherwise provided herein, the District and City may charge rental fees, energy surcharge fees, supplies, utilities, and other expenses incurred to community users for the use of their facilities by the other party as set forth in District or City policy. Such fees will cover the actual cost of using the facilities and will not result in a profit for the District or City.

D. Each party will determine any extra costs that may be incurred due to use of its facilities. These could include, but are not limited to, premium-turf surcharge, energy surcharge (exclusive of the pool), , extra maintenance due to excessive use, un-kept grounds, field lighting use, maintenance above normal, damage or improper use of equipment or grounds, custodial or maintenance staff, and security staff.

VI Facility Condition, Clean-up and Maintenance

A. Trash and garbage cleanup of fields and facilities is the responsibility of the party using the field or facility. Such party shall ensure that fields, gymnasiums and facilities are left clean immediately after use. Extra clean-up fees may be assessed by the City or the District, for any party using the property that fails to leave it in a clean condition.

B. All user-owned equipment, materials and gear shall be removed from the site after each use, unless a formal storage agreement has been signed by the parties. Failure to remove such items 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. The District shall maintain its facilities to District standards and the City shall maintain its facilities to City standards. Nothing in this Agreement precludes the City and the District from contracting with or accepting assistance from others regarding its own facility maintenance.

VII Advertising

A. The City shall not allow advertising, temporary or permanent, on District athletic fields or facilities without the prior written consent of the District.

B. The District shall not allow advertising or signage, temporary or permanent, on City fields or facilities without the prior written consent of the City.

VIII Safety and Security

A. As necessary, the District and the City shall jointly promulgate facility operating rules consistent with adopted District policies, regulations, and procedures, and adopted City ordinances, policies and resolutions to ensure safety and welfare of all facilities users.

B. Security, parking and crowd control are the responsibilities of the user of the athletic fields and facilities.

C. All vehicles must be kept off athletic fields and out of unauthorized areas during facility use, provided that this restriction shall not apply to maintenance vehicles operated by the facility owner and emergency vehicles when responding to a call for emergency service.

D. 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 at the expense of the of the user.

E. Emergency and site evacuation plans will be available at each location.

F. Security of gate and locks are also the responsibility of the user of the field or facility. The user may be assessed and responsible for an extra fee for any gates and/or locks left unsecured after their use, including paying for any additional labor cost or charges incurred by the owner of the facility as a result of an unsecured gate or lock.

IX Capital Improvements, Refurbishment, Maintenance, and Operations

A. Subject to the prior written approval of the District Superintendent or designee, the City may improve school grounds, athletic fields and playground areas owned by the District. Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement.

B. Subject to the prior written approval of the City Mayor, or designee, the District may improve City park facilities (including the installation of school equipment). Ownership and

maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement.

C. It is further agreed that the design, plans, specifications and standards for the placement of all equipment, facilities and improvements upon premises owned by the City or the District (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the party owning the premises prior to any installation or construction thereof. The cost of maintaining, operating and refurbishing specific improved areas shall be addressed in a separate addenda to this Agreement.

X Dispute Resolution

A. In the event that a dispute arises in relation to this Agreement, resolution shall first be addressed by the site-based supervisors of each party.

B. If City and District site-based representatives are unable to resolve the dispute, and either party continues to believe that the other is not fulfilling the performance obligations established by this Agreement, that party shall provide written notice of its complaint to the other. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint and explain why a remedy cannot be achieved.

C. If a remedy cannot be achieved through the written complaint process, the issue shall be referred to the District's Executive Director of Operations and the City's Director of Parks and Community Services for resolution.

D. If the City and District representatives are still unable to resolve the complaint, the District’s Superintendent and the City’s Mayor agree to meet to resolve the complaint.

E. 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.

XI Supremacy of Addendum

Should the terms and conditions of any addenda to the Agreement conflict in part or in total with the terms hereof, then the terms and conditions of the addendum shall control in relation to the specific properties and/or activities identified in the scope of such addenda. In addition, if the terms and conditions of this Agreement or Addenda to this

Agreement conflict in part or in total with state law or other governing statutes, then the state law or other governing statute shall control.

XII Force Majeure

Neither party shall be held responsible nor shall it be considered in breach of this agreement based upon events beyond their control or which are reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or weather events, pandemics, or other Act of God. Each party shall endeavor to notify the other as early as possible should such an event occur or when it its likelihood of occurrence increases. The parties shall work to minimize the impact of such rare events on the rights and obligations articulated in this Agreement.

XIII 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 twelve (12) months written notice to the other party, unless otherwise provided for in this Agreement

B. This Agreement and any addenda thereto shall be reviewed at least annually by the parties' designated representatives.

C. 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 terms.

XIV Indemnification

A. Each party agrees to and shall defend, indemnify and hold harmless the other party, its officers, officials, agents and employees from and against all claims, losses, damages, judgements, or liabilities whatsoever, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this Agreement, including as related to RCW 49.60.500. It is the intention of the parties that each party be

responsible for its own negligent acts or willful misconduct in performing their duties under this Agreement.

B. 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 indemnitors' employees.

C. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. This indemnity is not intended to waive or abrogate either party's right to the immunity protections afforded by the Washington Recreational User Statute, RCW 4.24.200 - .210 and both parties retain any and all rights they have under said statutes for claims by users.

XV Insurance

Each party shall maintain commercial general liability insurance or other similar liability coverage, including insurance risk pool coverage, acceptable to the other party covering injuries to persons and damage to property. By requiring such insurance coverage, neither party shall be deemed to, or construed to, having assessed the risks that may be applicable to the other party under this Agreement.

XVI Nondiscrimination

A. Users of District and City facilities, users shall not discriminate against any person on the basis of any individual differences and/or characteristic including, for example, but not limited to race, gender, age, disability, physical condition, sexual orientation, ethnic group, or religion. As part of an application for facility use, applicants shall attest and certify with regard to non-discrimination practices.

B. In addition, each party shall have policies in place to provide individuals with disabilities the opportunity to participate in activities contemplated by this Agreement.

C. Each party shall comply with the State of Washington's "Fair Play in Community Sports Act", RCW 49.60.500 – RCW 49.60.505, that prohibits discrimination against any person on the basis of sex in operating, conducting or administering community athletic programs for youth or adults.

XVII Assignment

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

XVIII 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.

XIX Notices

A. Any notice or other communication required under this Agreement, shall be in writing, and addressed to the party at the address which appears below (as modified in writing from time to time by such each party), and delivered personally during normal working hours to the party to whom such communication is directed, or by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier services.

B. All notices shall be effective upon the date of receipt. and shall be deemed to have been delivered on the date provided 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, or the date delivered by courier to the following addresses:

City:

Jeff Watling
Director, Parks and Community Services
City of Issaquah
PO Box 1307
Issaquah, WA 98027

District:

Martin Turney
Chief of Finance and Operations
Issaquah School District
5150 220th Ave SE
Issaquah, WA 98029

XX 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.

XXI Integration

This writing contains all terms of the parties' agreement on this subject matter and it replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's representative.

XXII Entire Agreement

This writing contains all terms of the Agreement. Any modifications must be in writing and be sign by each party’s representative.

XXIII 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.

Miscellaneous Provisions

A. This Agreement does not create nor shall it be interpreted as creating any type of joint venture between the parties or separate legal or administrative entity in relation to administering this Agreement.

B. This Agreement does not involve any exchange of funds or establishing financing methods.

C. This Agreement does not involve or include acquiring, holding or disposing of real or personal property.

D. There shall be no third-party beneficiaries of this Agreement, and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors, any rights, remedies, obligations, or liabilities

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

Issaquah School District:	City of Issaquah:
_____	_____
Heather Tow-Yick Superintendent, Issaquah School District	Mark Mullet Mayor, City of Issaquah