

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: City of Shoreline & Shoreline School District Joint Use Agreement
DEPARTMENT: Parks, Recreation, and Cultural Services
PRESENTED BY: Dick Deal, PRCS Director

PROBLEM/ISSUE STATEMENT:

In August 2000 the City of Shoreline and Shoreline School District entered into a Joint Use Agreement (JUA) that approved the shared use of several city and school facilities. This agreement allows the City and School district to cooperatively schedule many buildings and athletic fields maximizing the public benefit of these facilities. Both parties agreed that a coordinated and cooperative scheduling of public facilities is the best way to maximize facility use while ensuring that they are maintained as sustainable community assets.

Facilities in the original agreement that allow joint use by the City of Shoreline and the Shoreline School District include Einstein Middle School Playfield and Hillwood Park, Kellogg Middle School Track and Hamlin Park, Shorecrest High School Ballfields and Hamlin Park Ballfields and Trails, Paramount School Park, Meridian Park Tennis Courts, Shoreline Pool and Shoreline Park, and Shoreline Center and Shoreline Park. In September 2001 the Spartan Gym was added to the agreement.

The agreement calls for a review of the agreement by both parties to ensure that scheduling, maintenance issues, equipment replacement schedules, and potential co-funded capital projects are discussed. In addition, the review gives an opportunity to make any necessary adjustments or changes in the agreement.

After a detailed review by school district and City staff it was determined that the only portions of the JUA that needed modification were the Shoreline Center and Shoreline Park, and Spartan Gym sections.

Spartan Recreation Center (Attachment A)

The gymnasium, adjacent offices, locker rooms, restrooms, and classrooms were originally part of Shoreline High School. In September 2001 the JUA between the City of Shoreline and Shoreline School District was amended to add this facility into the joint use agreement that allowed the City to manage and operate the Spartan Gymnasium complex. In 2001 a remodel funded by the school district was completed and the City began operating the facility as a community center.

In May 2005 Phase II improvements funded by the City of Shoreline were completed adding additional office space, two new classrooms, and additional restrooms. Public

use of the facility has increased each year of operation by the City, with a large increase since the addition of Phase II improvements.

Recommended changes to the Spartan Gym portion of the JUA include the following:
Section 1.

Change the name of the facility from "*Spartan Gym*" to "*Spartan Recreation Center*". This change more accurately reflects the variety of uses that take place in the facility. The gymnasium in the building will retain the Spartan Gym name.

Section 4.

Add "*The City agrees to maintain the grounds surrounding the Spartan Recreation Center*". An increased level of grounds maintenance is desired by the City to enhance the appearance of the recreation center. In addition, most trash and debris around the center is generated by recreation center users and it should be the City's responsibility to clean this area.

Add "*The City will provide its own custodial service for the Spartan Recreation Center. This will take place no later than January 1, 2007 or within 90 days of prior budget approval by the Shoreline City Council*". Currently the School District is providing a full-time district employee to perform 20 hours of facility maintenance each week. The district needs this staff person for their custodial work and the City will need to fund its own custodial maintenance needs at the Spartan Recreation Center.

"*The School District will have priority scheduling during regular school hours for special events and from 3:00 – 5:00 p.m., Monday through Friday, for after-school activities.*" We have been allowing the use of the facility by the District during these hours and this just formalizes this use.

Recommended changes to the Shoreline Center and Shoreline Park (Attachment B) portion of the JUA are:

Section 2. Joint Use

"*The City must comply with the rules and regulations for the Shoreline Conference Center*".

"*The district will provide the Rainier and the Highlander rooms for City meetings. The board room will not be available for city meetings.*" The Rainier and Highlander rooms will be provided free of charge for City Council and Planning Commission meetings. Any other additional city groups may use the conference center at the regular assigned rate. In addition, the city will provide three points of contact to work directly with the school district conference center to schedule all City events. All callers will be referred to the assigned contact persons to be determined by the City Manager's office.

The changes noted above are the substantive changes in the Joint Use Agreement. A review of the attachments will show all changes. There are some minor modifications to the agreement eliminating elements that are no longer necessary. These are shown as strike-through changes in the attachments.

FINANCIAL IMPACT:

The clarification of which groups will get free use of the conference center will result in room charges for some City groups that have been using the conference center facilities free of charge for the past several years. There will now be a charge for those uses.

The largest financial impact to the City is the loss of district custodial support at the Spartan Recreation Center. Due to the current financial situation at the District this custodial support is needed at other District facilities. All program staff at the recreation center are City employees and it is reasonable for the City to be responsible for the maintenance needs of the facility. The estimated budget to perform the necessary maintenance of the facility is \$39,800. The cost of maintenance will be included in the 2007 budget as a baseline budget adjustment.

RECOMMENDATION

Staff recommends that the City Council approve these modifications to the Joint Use Agreement between the Shoreline School District and City of Shoreline.

Approved By: City Manager  City Attorney 

ATTACHMENTS

- Attachment A – Addendum to Joint Use Agreement Spartan Recreation Center
- Attachment B – Addendum to Joint Use Agreement Shoreline Center and Shoreline Park

ADDENDUM TO JOINT USE AGREEMENT**SPARTAN RECREATION CENTER GYM**

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 8/29/00 ("Agreement"). This Addendum to that Agreement relates to ~~Spartan Gym~~ **Spartan Recreation Center** facility (hereafter "Facility") as described below, located at the Shoreline Center at 18560 1st Ave. NE, Shoreline WA, and the terms and conditions of this Addendum supplement the application of the Agreement to the ~~Spartan Gym~~ **Spartan Recreation Center** facility defined herein.

A. Context and History

The School District passed a bond issue that included funding for renovation of the gymnasium facility at the Shoreline Center. The design and construction focused on a vision of creating broader community access to the Facility for public recreation. Prior to 2000, the School District Athletic Department operated this Facility at the Shoreline Center complex. The dance room and gym were available for public use. King County Parks; City of Shoreline Parks, Recreation and Cultural Services Department; and youth and community organizations used the Facility for community recreation purposes.

In 2000, the City and the School District entered into a joint use agreement for City and School District facilities with a vision and intent to maximize public use of public facilities while maintaining them as sustainable assets.

The School District completed a \$2 million renovation of the Facility and renamed it ~~Spartan Gym~~ **Spartan Recreation Center** in May 2001. The ~~Spartan Gym~~ **Spartan Recreation Center** facility has a total of 34,727 square feet. Newly renovated spaces total 23,500 square feet or 68% of the building including a double gym, dance room, weight room, fitness room, office and lobby spaces, and ADA accessible restroom. In addition, men's and women's locker rooms were partially renovated and are available for public use.

The School District has exclusive use of 7,200 square feet or 20% of the building for School District purposes. This includes one locker room in the northwest corner of the building for visiting teams using the Stadium adjacent to the ~~Spartan Gym~~ **Spartan Recreation Center**. It also includes a former locker room located on the north side of the gym that has been modified, but largely unimproved, that is being used for storage.

The remaining 4,000 square feet or 12% of the building is unimproved. This includes an old locker room on the south side of the gym that is vacant. The City's 2001-2005 Capital Improvement Program has \$650,000 included for investment in the ~~Spartan Gym~~ **Spartan Recreation Center**. The funds are targeted to renovate this 4,000 square foot area for multipurpose rooms and support areas that would compliment the gym and fitness rooms. Once this is completed, the City will oversee 80% of the building footprint for community recreation purposes. The City's program use of the facility is expected to expand with the added facilities.

In 2001, the school district and city staff members collaborated to develop a joint operations plan for the newly renovated ~~Spartan Gym~~ **Spartan Recreation Center** facility. This addendum is based upon the August 2001 Joint Operations Plan.

THE PARTIES AGREE AS FOLLOWS:

1. Facility Subject to Joint Use Agreement

The ~~Spartan Gym~~ **Spartan Recreation Center** facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The ~~Spartan Gym~~ **Spartan Recreation Center** facility is a separate building located on the Shoreline Center campus.

2. Removal of Facility

The District does not currently need the Facility for a school building. However, pursuant to RCW 28A.355.040, the District may declare the ~~Spartan Gym~~ **Spartan Recreation Center** facility again needed for school purposes and thus remove this Facility from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this Facility from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City.

3. Option To Buy

If the District elects to sell any or all of the Facility during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the Facility at issue. The terms of any purchase by City pursuant to such election shall be as follows:

- (a) the purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) cash at closing;
- (c) closing within ninety (90) days of City's exercise of the option; and
- (d) insurable fee simple title.

4. Maintenance and Operations

The School District shall provide and pay for routine maintenance and repair of the interior and exterior of the Facility. **The city agrees to maintain the grounds surrounding the Spartan Recreation Center.** The City shall pay for repair of vandalism to the building interior associated with program use administered by the City. Major building maintenance repair and restoration shall be shared on a pro-rata basis according to use by School District and City operated programs.

~~The School District will provide custodial services.~~ **The City will provided its own custodial service for the Spartan Recreation Center. This will take place no later than January 1, 2007 or within 90 days of prior budget approval by the Shoreline City Council.**

~~The City shall pay for all utilities beginning June 2001. The City shall reimburse the School District for utility payments made for June 2001 to the end of 2001 in three annual payments beginning January 2002.~~

~~Spartan Gym~~ **Spartan Recreation Center**

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The City will administer public recreation programs for the community. The City will provide supervision, scheduling, development and implementation of recreation programs, and collection and receipt of fees. The City shall operate this Facility, including facility additions developed under Section 6, in the same manner and to the same degree as other park and recreation facilities operated by the City. All fees collected by the City shall be retained by the City to offset its program expenses and utilities. The City and School District will review costs and use on an annual basis and make recommendations for modifications in cost sharing on a bi-annual basis.

The School District and City shall meet quarterly to develop the program schedule. The School District will generally have priority scheduling during regular school hours **for special events and from 3:00-5:00 p.m., Monday through Friday, for after-school activities**. The City of Shoreline will have priority scheduling at all other times.

The School District will receive credit for their initial capital investment in weight room equipment as the proportionate costs are calculated on an annual basis until the City's replacement costs add up to the amount the School District funded initially.

5. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities used by that party after regular hours of operation.

It is also provided that District administrative and security staff will have authority to supervise student behavior in ~~Spartan Gym~~ **Spartan Recreation Center** during the school year.

6. Facility Development

~~The City commits to pay the District up to \$650,000 for additional improvements to the building for multi-purpose rooms and related support facilities. Reimbursement of any project costs in excess of this amount is subject to further approval of the Shoreline City Council.~~

The City and District shall collaborate in the planning and design process for the additional improvements to the Facility. The plans, specifications and standards for the placement of all equipment, facilities and improvements at the ~~Spartan Gym~~ **Spartan Recreation Center** facility (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the School District prior to any installation thereof, which approval shall not be unreasonably withheld. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

~~The City will pay Shoreline School District for construction of improvements as progress payments are due and the direct costs of the District's Project Manager, not to exceed \$650,000.~~

Addendum - ~~Spartan Gym~~ Spartan Recreation Center

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In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

Dated: _____

CITY OF SHORELINE

Robert Olander, City Manager

Approved as to form

Ian Sievers, City Attorney

Dated: _____

SHORELINE SCHOOL DISTRICT

Superintendent

Approved as to form

Lester "Buzz" Porter, School District Attorney

ADDENDUM TO JOINT USE AGREEMENT

**SHORELINE CENTER
AND
SHORELINE PARK**

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to the **Shoreline Center and Shoreline Park**, hereafter referred to as Facility, located at 1st Avenue NE and North 161st Street.

A. Context and History

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School. City also owns certain real property adjacent to the Shoreline High School site, commonly known as Shoreline Park located at 1st Avenue NE at North 190th Street.

In 1988, King County constructed soccer fields on a portion of District property and on its own adjacent property. Other improvements were also made on the County-owned property. The County contributed to the project improvements on both parcels in excess of \$1,125,000.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Option To Buy

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party's exercise of the option;
- (d) Insurable fee simple title.

2. Joint Use

The City understands that the Shoreline Center is a conference center owned and operated by the District. As such, it is a revenue center which saves taxpayers of the District tens of thousands of dollars each year. In addition, the City understands that because of unforeseen circumstances, the District may receive a rental request from a third party for certain facilities on short notice, specifically Building F (south classroom wing) and the Shoreline Room. If this occurs, the District will notify the City of the request and will work with the City to relocate their activity, but might be unable to do so. The City will have the option of paying the District's standard fee for the facility rather than relocating or rescheduling its use. **The City must comply with the rules and regulations for the Shoreline Conference Center.**

The District will provide meeting rooms for the following standing meetings of the City: a) City Council meetings, b) Planning Commission meetings, and c) All-City staff meetings. ~~The preference of the City is for the Rainier and Highlander rooms for the council meetings and the Board Room for the other two.~~ **The district will provide the Rainier and the Highlander rooms for city meetings. The board room will not be available for city meetings.** If these rooms are unavailable due to circumstances beyond the control of the District, the District will endeavor to provide other meeting room(s) in the Shoreline Center as the projected size of meeting(s) will dictate. ~~The District will work cooperatively with the City to provide other meeting rooms as the need arises.~~ **Any other additional city groups may use the conference center at the regular assigned fee rate. In addition, the city will provide three points of contact to work directly with the school district conference center to schedule all city events. All callers will be referred to the assigned contact persons to be determined by the city manager's office.**

3. Maintenance

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year.

5. User Fees

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of any parcels located within the boundary of the land covered under this Agreement. The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to, costs associated with the provision of meals, food and beverage services, and special equipment.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert Olander, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney