

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Amend the Spartan Recreation Center Addendum to the Joint Use Agreement Between the City of Shoreline and the Shoreline School District for Utility Field Maintenance
DEPARTMENT:	Parks, Recreation & Cultural Services
PRESENTED BY:	Dick Deal, Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Earlier this year the City of Shoreline and the Shoreline School District modified the Joint Use Agreement adding Sunset School Park to the Agreement. At the time staff added the park to the Agreement we also discussed transferring back to the District the maintenance and operation responsibility for the utility field located between the Spartan Recreation Center and the Shoreline Stadium. Effective March 2013 the District is now maintaining the utility field and the City is maintaining the Sunset School Park property. The approval of this amendment to the Addendum will formally transfer the utility field maintenance to the District.

RESOURCE/FINANCIAL IMPACT:

The City contracts out routine turf maintenance for mowing, weeding, and fertilization of turf areas in our park system. The annual contracted cost to maintain the utility field adjacent to Spartan Recreation Center was \$3,735. The contracted cost for the turf maintenance at Sunset School Park is \$8,563. The transfer of the utility field back to the District will allow the City to use the \$3,735 in utility field turf maintenance funds to help offset the cost of maintenance at Sunset School Park.

In addition to the turf maintenance expense at Sunset School Park the City will have additional expenses for litter collection, portable restroom rental and additional utilities. These additional costs are estimated to total roughly \$7,000 per year, for a total estimated annual maintenance cost of roughly \$12,000.

RECOMMENDATION

Staff recommends that Council move to authorize the Interim City Manager to execute the amended Spartan Recreation Center Addendum to the Joint Use Agreement between the City of Shoreline and the Shoreline School District.

Approved By: City Manager **DT** City Attorney **IS**

BACKGROUND

Earlier this year the City of Shoreline (City) and the Shoreline School District (District) modified the Joint Use Agreement (Agreement) adding Sunset School Park to the Agreement. At the time staff added the park to the Agreement we also discussed transferring back to the District the maintenance and operation responsibility for the utility field located between the Spartan Recreation Center and the Shoreline Stadium. This utility field was included as a City maintenance responsibility in the Spartan Recreation Center addendum to the Agreement approved by the City and District in 2001.

The City contracts for routine maintenance such as mowing, weeding, and fertilization in our park system. When the City accepted the responsibility for maintenance and development of Sunset School Park, the intent was to transfer the cost of maintaining the utility field to the routine maintenance now needed at the new park. Effective March 2013 the District is now maintaining the utility field and the City is maintaining the Sunset School Park property. The approval of this amendment to the Addendum will formally transfer the utility field maintenance to the District.

The Spartan Recreation Center Addendum, approved in 2001, addresses the maintenance of surrounding grounds (including the utility field) in addition to the use of the structures serving as the recreation center. Attached is the proposed Addendum to the Joint Use Agreement for Spartan Recreation Center that formally transfers the maintenance of the utility field to the District.

In addition to some very minor grammatical edits that are shown in the amended Agreement as tracked changes, the only substantive changes in the addendum are identified in Section 4 of the Agreement - Maintenance and Operations. The changes to this section are noted below:

The School District shall provide and pay for routine maintenance and repair of the interior and exterior of the Facility. The School District will mow and maintain the north utility field. ~~The City agrees to~~ will maintain the landscaping and grounds immediately 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.

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In addition to the turf maintenance expense at Sunset School Park the City will have additional expenses for litter collection, portable restroom rental and additional utilities.

These additional costs are estimated to total roughly \$7,000 per year, for a total estimated annual maintenance cost of roughly \$12,000.

RECOMMENDATION

Staff recommends that Council move to authorize the Interim City Manager to execute the amended Spartan Recreation Center Addendum to the Joint Use Agreement between the City of Shoreline and the Shoreline School District.

ATTACHMENTS:

Attachment A - Addendum to Joint Use Agreement for Spartan Recreation Center

ADDENDUM TO JOINT USE AGREEMENT

SPARTAN RECREATION CENTER

Amended as of / /

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 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 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 Recreation Center in May 2001. The 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 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 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 Recreation Center facility. This addendum is based upon the August 2001 Joint Operations Plan.

Addendum - Spartan Recreation Center
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THE PARTIES AGREE AS FOLLOWS:

1. Facility Subject to Joint Use Agreement

The Spartan Recreation Center facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The 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 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 School District will mow and maintain the north utility field. The City agrees to will maintain the landscaping and grounds immediately 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 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.

The City shall pay for all utilities.

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 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 Recreation Center during the school year.

6. Facility Development

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 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.

Addendum - Spartan Recreation Center
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In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

Dated: _____

For the City of Shoreline

Approved as to form

City Attorney

Dated: _____

For Shoreline School District