

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Execute the 2017 Joint Use Agreement with the Shoreline School District		
DEPARTMENT:	Parks, Recreation, and Cultural Services		
PRESENTED BY:	Eric Friedli, PRCS 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:

In August 2000 the City of Shoreline and Shoreline School District (SSD) 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.

Since 2000 there have been numerous addendums added to the JUA. In 2016 City and School District began a thorough review of the JUA to determine if it reflected current practices and needs of both organizations. The proposed 2017 JUA (Attachment A) replaces the previous JUA and its Addendums.

FINANCIAL IMPACT:

There are no financial impacts with this Motion.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the 2017 Joint Use Agreement between the City of Shoreline and the Shoreline School District.

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

INTRODUCTION

In August 2000 the City of Shoreline and Shoreline School District (SSD) entered into a Joint Use Agreement (JUA) that approved the shared use of several City and school facilities. In 2016 City and SSD began a thorough review of the JUA to determine if it reflected current practices and met the needs of both organizations. The proposed 2017 JUA replaces the 2000 JUA and its addendums.

BACKGROUND

In August 2000 the City of Shoreline and Shoreline School District (SSD) entered into a Joint Use Agreement (JUA) that approved the shared use of several City and school facilities. Since 2000 there have been numerous addendums added to the JUA. The proposed 2017 JUA consists of the JUA and 12 addendums, which provide supplemental terms for specific facilities covered by the agreement. This agreement allows the City and SSD to continue to cooperatively schedule many buildings and athletic fields, maximizing the public benefit of these facilities. Both parties agree 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.

The JUA recognizes that both the City and the School District serve the same population and its primary intent is to maximize the efficient use of our resources. For each property covered by the JUA it outlines the specific facilities included, who has maintenance responsibilities, and use and scheduling priorities. The JUA outlines insurance requirements, ownership of equipment and a process for requesting and making improvements to each other's property. The JUA does not have a termination date but either party may terminate it with 12 months written notice to the other party.

The original 2000 agreement includes the joint use of:

- Einstein Middle School Playfield and Hillwood Park,
- Kellogg Middle School Track/Infield and Hamlin Park,
- Shorecrest High School Ball fields and Hamlin Park Ball fields and Trails,
- Paramount School Park,
- Meridian Park School Tennis Courts,
- Shoreline Center and Shoreline Park, and
- Shoreline Pool.

Addendums to the JUA had also been executed to cover the joint use of:

- Spartan Recreation Center (2006, 2013),
- Sunset School site (2013), and
- Compost facility at Shorecrest High School (2003).

In addition to the JUA the City has other agreements with the SSD for:

- access to SSD maintenance facility through Hamlin Park (2009), and
- City use of the SSD fuel station east of Ridgecrest School.

DISCUSSION

PRCS and SSD staff began meeting in 2016 to review and update the JUA. The original JUA and each addendum was reviewed and modified to match current practices. Attachment B provides a redlined comparison highlighting the changes proposed to the JUA and its addenda.

Key Changes to the JUA and Addenda

The following key changes to the JUA and its various addenda were made:

1. **JUA Section 1:** language was added to clarify the process for requesting and approving the City's use of an elementary school for summer day camps. This language establishes a date by which the City will know what school will be available to us. It also emphasizes our need to use the same location for three years in a row.
2. **Addendum 1 – Einstein Middle School and Hillwood Park:** adds cross-country to the SSD uses of Hillwood Park.
3. **Addendum 2 - Hamlin Park Ballfields and Trails:** all references to the Shorecrest High School Ballfields have been eliminated as the City no longer uses them. It also states that the SSD makes limited use of the Hamlin Park Ballfields and adds clearance of downed limbs on the cross-country trails in Hamlin Park to the SSD responsibility.
4. **Addendum 6 – Shoreline Center:** This addendum previously had Shoreline Center and Shoreline Park combined. These have been separated into separate Addendums. This addendum was originally written prior to the opening of City Hall and when the City made extensive use of the Shoreline Center rooms for City Council meetings and other city business. Those sections have been deleted. The City maintains the right to use rooms in the Shoreline Center on a space available basis.
5. **Addendum 7- Shoreline Park:** Changes have been made to clarify the SSD priority scheduling process and timing for the tennis courts and soccer fields. It also references the possibility that the City may want to enter into an agreement with the SSD for maintenance of the soccer fields once they are replaced.
6. **Addendum 8 – Shoreline Pool:** Changes were made to allow the City to use the SSD scoreboard in the pool.
7. **Addendum 9 – Shoreview Park:** This addendum is new in 2017. This new addendum reflects current use of the Shoreview Park tennis courts by the SSD.
8. **Addendum 10 – Spartan Recreation Center:** Changes were made to designate parking for Spartan visitors and to clarify the need to work together for parking during special events. Maintenance and utility payment responsibilities were more clearly described to reflect current practices.
9. **Addendum D1 – Composting Facility:** This addendum discontinues the use of this facility as it is no longer operational.

Community Feedback

The Draft JUA was presented to the PRCS/Tree Board at its March 23, 2017 meeting. The SSD Deputy Superintendent attended the meeting and participated in a question and answer session about the SSD. The Board was complimentary of the JUA but did not have specific comments.

FINANCIAL IMPACT

There are no financial impacts with this Motion.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the 2017 Joint Use Agreement between the City of Shoreline and the Shoreline School District.

ATTACHMENTS

Attachment A: Joint Use Agreement between the City of Shoreline and the Shoreline School District

Attachment B: Redlined comparison of 2000 Joint Use Agreement and Addendums with proposed Joint Use Agreement

**Joint Use Agreement
between Shoreline School District #412
and
the City of Shoreline**

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JOINT USE AGREEMENT

**BETWEEN SHORELINE SCHOOL DISTRICT #412
AND
THE CITY OF SHORELINE**

THIS AGREEMENT, made and entered into this _____ day of _____, _____.

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to RCW 39.34 (Interlocal Cooperation Act) and RCW 28A.335 (School District Property).

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the City and District to work together in planning and developing public facilities for joint use, and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets; and

WHEREAS, the parties agree to amend their original Joint Use Agreement entered into August 29, 2000.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the District do agree as follows:

1. School Facilities

It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities, by the laws of the State of

Washington, and as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

City requests for distribution of materials, including posting of fliers to the District's website, should be made through the Shoreline School District's Communications and Community Relations Office.

School District facilities or portions thereof, under lease to third parties are excluded from this Agreement.

This agreement does not entitle the City to sub-lease school district facilities to third party entities.

The Parties acknowledge the City's use of a school for summer camp is an important part of the City's Parks and Recreation program. They also acknowledge use of a site places extraordinary wear and tear on the facility and restricts the District's ability to perform normal summer cleaning and repairs while summer camp is in session. The District will make every effort to designate the same school for use by the City for summer camp for at least a period of three consecutive years before the designation is changed to another school in the District. The District will notify the City of the designated site for summer camp by September 1 of the fall preceding the year of camp; in the absence of such notice, the City may plan to use the same site used the previous year. This agreement notes the City prefers to use the following schools for summer camp: Echo Lake, Highland Terrace, Meridian Park, Parkwood, and Ridgecrest.

2. City Facilities

It is recognized that City properties are intended for utilization by and benefit to 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 suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

The City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

3. Addenda

The parties may develop Addenda to the Agreement to provide supplemental terms for specific facilities.

4. Scheduling

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each staff will keep foremost in its thoughts and actions the needs of

our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

5. Staffing

The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities. The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

6. Fees

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

7. Dispute Resolution

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager

8. Replacement of Materials/Equipment

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed.

Note: In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financially support the City in the periodic replacement of such

equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

9. Improvements, Maintenance, Operation and Refurbishment

a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve 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 plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the agency owning the premises prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

10. Agreement Development

Representatives of the District and the City shall meet as necessary to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any Addenda thereto shall be reviewed at least annually by these representatives.

11. Facilities Development

The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

12. Supremacy of Addendum

Should the terms and conditions of any Addendum to this 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 Addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

13. Force Majeure

Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if 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.

14. Termination

Either party may terminate this Agreement as it relates to any or all facilities upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party of use of a co-funded facility or improvement, the party no longer having access shall be reimbursed its share of the depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing capital cost by 5% per year after the completion of construction or other method mutually agreed to by the parties. Any contributions by King County will be included in this calculation for payment.

15. Indemnification/Hold Harmless

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the City's facility or from the conduct of District business, or from any activity, work or thing done, permitted, or suffered by the District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the District's facility or from the conduct of City's use of the District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

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 negotiated and agreed upon by them.

16. Insurance

The District and the City shall purchase and maintain for the duration of this Agreement Commercial General Liability insurance in an amount of not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance evidencing the required insurance shall be furnished to the other agency. The insurance certificate shall give a thirty (30)-day notice of cancellation.

The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

17. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

18. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as may be modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager, City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133-4905

Superintendent, Shoreline School District
18560 1st Ave. NE
Shoreline, WA 98155-2148

19. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the District, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

20. Entire Agreement

This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this Agreement.

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

CITY OF SHORELINE

BY _____

City Manager

Approved as to form:

BY _____

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Shoreline School District Attorney

ADDENDUM TO JOINT USE AGREEMENT
EINSTEIN MIDDLE SCHOOL PLAYFIELD AND
HILLWOOD 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 **Einstein Middle School Playfield**, located at 19343 3rd Avenue NW, **and Hillwood Park**, located adjacent to the school.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield. The City also has made facilities adjacent to track/infield available to the District for use by its students. These latter facilities include tennis courts and a multi-use softball/soccer field. District-funded improvements located on City property includes discus throwing area, irrigation and drainage, access ramp to and storage building located adjacent to restrooms.

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. Maintenance

Track/Infield-- The District will maintain, repair, and prepare track/infield provided, however, that the City will maintain the restroom facilities located adjacent to the track/infield.

Discus Throwing Area--District will maintain and prepare discus throwing area; however, the party using the area will be responsible for setting up protective fencing.

Tennis Court --The City will maintain and repair tennis courts.

Softball/Soccer Field--From March through August, the City will prepare field for all scheduled softball usage. City will also maintain field for all City soccer use throughout the year. During September and October, the District will prepare field and perform any additional needed field maintenance for District softball and cross country usage, and be responsible for padding any soccer goals that are installed during this period of time. From November through February, no softball field usage will be scheduled.

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It also is provided that Einstein School administrative and security staff will have authority to supervise student behavior in Hillwood Park during the school year.

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:

BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:

BY _____
Shoreline School District Attorney

ADDENDUM TO JOINT USE AGREEMENT

HAMLIN PARK BALLFIELDS AND TRAILS

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 **Hamlin Park Ballfields and Trails**, located at 16006 15th Avenue NE.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of City-owned parcels have been historically used by the District for baseball, softball, cross country, and running athletic events. In 1996, the District and King County mutually determined they would jointly design, construct, and maintain a new athletic field on the District parcel. In 1997, King County transferred its ownership of the parks to the City of Shoreline.

District Development Responsibility-- The District constructed a new softball field which meets requirements for use by both the District and the City. This field includes bleachers, dugouts, and a batting cage. In addition, the field has provisions for a portable fence at 200 feet for District fastpitch softball use, as well as 275 feet for City and community utilization. Field lighting has also been provided.

County/City Development Responsibilities—In October 1995, King County and the School District entered into an interlocal agreement to provide sports field lighting at this facility. The improvements to the District parcel and related facilities met mutually-agreed upon design standards, which included:

- (a) \$100,000 -- Lighting for softball field, installed on wood poles, designed and constructed by the District.
- (b) \$15,230 -- Engineering and construction supervision for the softball field illumination.
- (c) \$9,000 -- Design revisions to the Hamlin Park restroom building and handicapped accessible pathway, revisions to specifications and site visits during construction.
- (d) \$3,330 -- Hamlin Park restroom electrical and pathway illumination work.

King County also funded costs of relocation and construction of new restroom facility on Hamlin Park parcel adjacent to new District field, for the purpose of making the restroom facility location closer to new District field users.

Beginning in 2015, the District funded improvements to the Ballfields at Shorecrest High School. The City no longer uses these fields.

B. Intent

This Addendum is intended to formalize this cooperative use of Hamlin Park Ballfields and Trails by the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Maintenance

Hamlin Park: Ballfields and Trails: The City will prepare fields for all City baseball/softball usage. The District will not have regularly scheduled use of the Ballfields, but may request time through the City to use the Ballfields for practice on an emergency basis. The District will also clear trails in Hamlin Park of downed branches and trees during the cross country season.

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean-up facilities and parking areas as identified in section three (3) below of this Addendum prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Shorecrest High School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

3. Parking

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the City-scheduled users of Hamlin Park Ballfields during non-school hours. The City agrees that the parking facilities on the Park parcel (off 25th Ave. NE) shall be made available for use to the District users and students during school hours. Per section two (2) above, supervising and cleanup of each parking lot is the responsibility of the party using the facility.

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:

BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:

BY _____
Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT
KELLOGG MIDDLE SCHOOL TRACK/INFIELD
AND HAMLIN PARK

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 **Kellogg Middle School Track/Infield**, located at 16045 25th Avenue NE, and **Hamlin Park**, located at 16006 15th Avenue NE.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield.

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. Maintenance

The District will maintain, repair, and prepare track/infield. The District will also clear trails in Hamlin Park of downed branches and trees during the cross country season.

2. Supervision

During scheduled usage, each party shall prepare/set-up, supervise, and clean up facility prior to, during, and following scheduled usage by such party. It is further provided that Kellogg School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:

BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:

BY _____
Shoreline School District Attorney

ADDENDUM TO JOINT USE AGREEMENT
MERIDIAN PARK SCHOOL TENNIS COURTS

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 **Meridian Park School and Meridian Tennis Courts**, both located at North 170th Street and Wallingford Avenue N.

A. Context and History

The School District owns parcels in Shoreline, Washington. King County Parks constructed the tennis courts located on School District property. In 1997, King County transferred park facilities to the City. The City owns the tennis courts located on these parcels of land.

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. Maintenance

City will provide maintenance and upkeep of the tennis courts.

2. Supervision

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

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:

BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:

BY _____
Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

PARAMOUNT SCHOOL 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 **Paramount School Park**, located at NE 155th Street and 8th Avenue NE.

A. Context and History

District owns a parcel of property in Shoreline, Washington, which formerly was the site of Paramount Park Elementary School (property).

Both parties wished to make available to their respective constituents athletic facilities on this property. In 1993, it was determined by both the District and King County to develop one grass soccer field, two new baseball backstops, and to renovate the existing backstop on this property. To this end, the District performed demolition of the Paramount Park School, at an expense to the District of \$146,784.04. King County reimbursed the District for \$100,000 for partial costs of the demolition. King County paid \$209,887 for construction of these new facilities.

In 1999, the City of Shoreline developed a master plan for Paramount School Park and on November 1, 1999 the Shoreline School District School Board reviewed and approved the master plan. On May 15, 2000 the School District gave their approval to include a skate park in the approved master plan for Paramount School Park. In June 2000, the School District and the City agreed the skate park would be included contingent upon removal of the skate park at City expense if the Shoreline School District redevelops Paramount School Park for educational program purposes and requests removal of the skate park by the City.

The City’s general Capital Fund provides funding to construct Phase One Improvements of Paramount School Park and the skate park. The design work is scheduled to be completed in 2000 and construction is scheduled for 2001.

Work in Phase One will include ballfield improvements, parking improvements on the west side of the park, existing path improvements, and relocation of the existing play area.

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. Removal of Property

The District does not currently need property for a school building. However, pursuant to RCW 28A.355.040, the District may declare this property again needed for a school and thus remove this property 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 property 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 or King County. In the event the District redevelops Paramount School Park for educational purposes, the City, upon School District request, agrees to remove the skate park at City expense.

2. Option To Buy

If the District elects to sell any or all of the property 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 portion of property 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;
- (d) Insurable fee simple title.

3. Maintenance

The City will prepare field for City usage. The District will prepare field for District usage.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities 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 in Paramount Park during the school year.

5. Facility Development

The City shall plan, develop, and maintain this facility in the same manner and to the same degree as other park lands operated by the City. The City shall provide the District advanced written notice of and shall involve the District in the planning process for this facility as provided herein. 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.

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

CITY OF SHORELINE

BY _____

City Manager

Approved as to form:

BY _____

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE CENTER

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**, 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.

B. Intent

This Addendum is intended to formalize this cooperative use of Shoreline Center 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.

On a space available basis, the District will provide meeting rooms under this JUA for staff meetings of the City. Any other meetings of groups associated with the City may use the conference center on a space available basis at the regular assigned fee rate.

All use of the Shoreline Center must comply with the District’s rules and regulations associated with use of the Center, including completion of a facility use agreement administered through the District’s Conference Center department.

3. Maintenance

The District shall be responsible for all maintenance and upkeep of the Shoreline Center.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up prior to, during, and following scheduled usage of such facilities by that party. It is also provided that each party will be responsible for any damage caused to the facility as a result of activities sponsored by that party.

5. User Fees

The City shall not be charged fees for the use, routine maintenance, scheduling and/or operation of the Shoreline Center as described in Section 2. The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to, custodial services and special equipment.

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

CITY OF SHORELINE

BY _____

City Manager

Approved as to form:

BY _____

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE PARK

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 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. The 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. The County-owned property is now owned by the City of Shoreline.

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 shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts and soccer fields (“Fields A and B”) on the property immediately north of the Shoreline Center.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The District shall have priority scheduling for use of Shoreline A and B soccer fields for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- No more than three (3) days per week during the above periods
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The Parties acknowledge the 2017 update to the JUA does not entitle the District to priority scheduling for use of Shoreline A and B soccer fields in the spring season. In the event the District’s athletics program is expanded in the future to include additional soccer teams (such as “C” teams at the high schools), the Parties agree to revisit regular District priority scheduling of Shoreline A and B soccer fields in the spring season.

District reservations shall be made 7 months in advance for both the tennis courts and soccer fields.

The District shall review plans and make every reasonable effort to approve City improvements to the tennis courts or the soccer fields.

3. Maintenance

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use. In the event the City installs new synthetic turf on the soccer fields that is intended to be groomed with equipment owned by the District, the District and City shall consider an agreement for the District to assist on a quarterly basis with the grooming of the synthetic turf fields.

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 the tennis courts and soccer fields on the property covered under the Addendum.

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

CITY OF SHORELINE

BY _____

City Manager

Approved as to form:

BY _____

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE POOL

AS AMENDED __/__/____

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 **Shoreline Pool**, located at 1st Avenue NE and North 161st Street.

A. Context and History

The District owns a parcel of property in Shoreline, Washington, which formerly was the site of the Shoreline High School and was later converted into the Shoreline Center. The City owns Shoreline Park located at 1st Avenue NE at North 190th Street. The Swimming Pool, showers, locker rooms, and related facilities, hereafter referred to as “Shoreline Pool”, is located on the District’s parcel at 19030 1st Avenue NE, north of the Shoreline Center adjacent to the premises of Shoreline Park.

The Shoreline Pool was built subject to Forward Thrust Bond covenants as contained in the Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967. The Pool ownership transferred to the City of Shoreline on June 1, 1997 under an Agreement with King County. District usage of the Facility is within purposes for which the Pool was funded and constructed.

In 1999, the City of Shoreline developed a master plan for the Shoreline Pool to expand the women’s locker room, expand the lobby, improve work spaces, improve pool and building mechanical, electrical and plumbing systems to extend the life of the pool by 20 years. The design work will be completed in 2000, and construction in 2001. The City’s General Capital Fund provides funding for the pool renovation project including the parking improvements for the Shoreline Pool that were designed and constructed during, 1999, 2000, and 2001.

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. Ownership of Facility

The facility known as Shoreline Pool is owned by the City, but is located on District property.

2. Option To Buy

If the District elects to sell any or all of the property covered by this Addendum 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 portion of property so 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 depreciated value of the City's improvements on the parcel being sold.
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

3. Joint Use

The joint use scheduling representatives shall assure that the District is scheduled 3 hours of time between pool opening and 6 p.m. for swim team practices during the high school swim season. This 3 hours shall be scheduled at least ninety (90) days in advance.

4. Facility or Program Equipment

The District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities in Shoreline Pool unless otherwise agreed.

5. User Fees

If space is available, the School District may schedule other activities at the pool beyond the times noted in Section 3 Joint Use. The City will charge the District an hourly rental fee listed in the City's current Fee Ordinance for public school usage rates (S.M.C. 3.01). The City reserves the right to annually revise and evaluate the rates. The City will notify the District in writing of proposed amendments to the Fee Ordinance thirty (30) days before adoption.

6. Maintenance

The City shall repair, maintain, and generally prepare the facility for all scheduled use. The District will train City staff to use the District’s scoreboard; only City staff who have been trained by the District will access the scoreboard.

7. Preparation for Use

The District shall prepare/set-up the facility for its specific activities prior to and during its scheduled use. The District shall clean up and return the facility to its prior condition following its scheduled usage.

8. Supervision

It is also provided that District staff will have authority to supervise student behavior at Shoreline Pool during District usage times. Unless otherwise specifically provided for, the City shall not be responsible for providing lifeguards or other safety personnel and shall not be responsible for supervising student behavior during District usage of the facility. School programs shall be conducted in conformance with the safety regulations adopted by the Washington State Board of Health WAC 246-260-100 (3)(a); (4)(a), (d); (5)(a), (c), (g); and (6)(a), (c) as amended. School District personnel acting as swim or diving coaches may substitute United States Swimming or Diving National Safety Certification.

9. Parking

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the users of the Shoreline Pool. When parking overflow occurs in the Pool parking lot, the District agrees to allow Pool users access to adjacent Shoreline Center parking (subject to space availability). The City agrees that the parking lot adjacent to the pool may be used for District parking during non-Pool hours, (subject to space availability). Supervision and clean-up of each parking lot is the responsibility of the party using the lot during their scheduled usage time.

10. Facility Development

The City, as the agency responsible for the maintenance of the pool facility, may close the facility for repairs or renovation. The City will provide the District as much notice as possible of such planned closures and will make a good faith effort to minimize the impacts of such closures on District use of the facility. Where the District has been involved in the planning for capital improvements to the pool facility as provided herein, only extraordinary circumstances will justify the failure of the District to provide any requisite authorization for City to complete said improvements that are consistent with the facility’s purpose and District’s use of the facility. The District further reaffirms its commitment to extend the City’s lease of the District land on which a portion of the pool facility rests for a period equal to the reasonably expected life of the pool facility as improved over time.

11. Insurance

The District’s Commercial General Liability policy required under the Insurance paragraph (paragraph 16) of the Joint Use Agreement shall include coverage for use of the Shoreline Pool in an amount not less than \$5,000,000 per occurrence and not less than \$10,000,000 general aggregate.

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:
BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:
BY _____
Shoreline School District Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHOREVIEW PARK

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 **Shoreview Park**, hereafter referred to as Facility, located at 700 NW Innis Arden Way, Shoreline, WA.

A. Context and History

The City owns a parcel of property in the City of Shoreline known as Shoreview Park located at 700 NW Innis Arden Way, Shoreline, WA.

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 shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts at Shoreview Park.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

District reservations shall be made 7 months in advance.

3. Maintenance

Tennis Courts--The City shall maintain and prepare 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 and City administrative and security staff will have authority to supervise student behavior on 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 the tennis courts on the property covered under the Addendum.

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:

BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:

BY _____
Shoreline School Board Attorney

**ADDENDUM TO JOINT USE AGREEMENT
SPARTAN RECREATION CENTER
Amended as of / /**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 8/29/00, and amended as of 10/21/2013 ("Agreement"). This Addendum to that Agreement relates to the 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 included \$650,000 for investment in the Spartan Recreation Center. The funds were targeted to renovate this 4,000 square foot area for multipurpose rooms and support areas that would compliment the gym and fitness rooms. Once completed, the City oversees 80% of the building footprint for community recreation purposes. The City's program use of the facility expanded 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.

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.

The District shall designate parking spaces immediately in front of the Spartan Gym for use by community members while they participate in the City's recreational programs. The City may work with the District's facility use staff to identify additional parking for special events, recognizing such additional parking will need to be coordinated with other District-approved uses of the Shoreline Center.

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 the 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 of fixed building systems and equipment (i.e., HVAC, plumbing, and similar built in facility systems). The City shall provide and pay for the cost of maintaining, repairing and replacing the interior finishes and furnishings subject to wear and tear primarily due to the City's recreational use of the facility (i.e., painting interior walls, refinishing the gym floor, waxing restroom floors, maintaining fitness equipment, and similar interior finishes and portable equipment). 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 mow and maintain the north utility field. The City 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.

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 Spartan Recreation Center is not a separate account for utility billing purposes, therefore the City's cost for utilities is determined through an allocation formula that multiplies the cost of all Shoreline Center utilities by the City's share of the square footage of the Spartan Recreation Center divided by the total square footage of the Shoreline Center. The City's initial utility bill shall be a fixed amount each month based on the monthly average of the prior year's actual monthly billings (January through December). The City shall pay an annual adjustment in February to adjust the prior year's billings to cover actual costs.

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 at least annually 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, facility modifications 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.

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

Approved as to form:

School District Attorney

ADDENDUM TO JOINT USE AGREEMENT
SUNSET SCHOOL SITE

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated August 29, 2000 (“Agreement”). This Addendum to that Agreement relates to the use of Sunset School Site, located at 17800 10th Avenue NW. Authority for this Addendum is contained in Chapter 39.34 RCW (interlocal cooperation act) and Chapter 28A.335 RCW (school district property).

A. Context and History

The District owns the above-referenced parcel of property in Shoreline, Washington, which formerly was the site of Sunset Elementary School (“Property”).

The parties wish to make the Property available for public recreational use. In 2008, the parties entered into a mutual commitment to the development of a community park on the Property, contingent on a community group securing funding for park planning by 2010. The funding was obtained and the City completed a Master Plan for development of the Property with park amenities including sports fields, a community garden, a playground, paths, and picnic facilities.

Construction of the park facilities will be the responsibility of the City of Shoreline, and the schedule and intended improvements shall be coordinated with the District as described in section 9 of the above-referenced Joint Use Agreement.

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. District Right to Reclaim

The District does not currently need the Property for a school building. However, pursuant to RCW 28A.335.040, the District may reclaim the Property for school district purposes and remove the Property from the Joint Use Agreement if needed for school facilities, upon twelve (12) months advance notice to the City.

In anticipation of the District’s exercise of its right to reclaim the Property, the City shall not construct or install any fixtures, structures, or facilities on the footprint reserved for a school building based upon the existing Sunset School footprint (pg. 44 of the 2010 Sunset School

Site & Boeing Creek Open Space master plan, Exhibit A), including but not limited to picnic shelters, restrooms, playgrounds, sports courts, or skateboard areas.

2. Removal of Property

If the District elects to reclaim the Property pursuant to Section 1 above, the District shall have the option to keep any fixtures installed by the City, including but not limited to play structures and sport courts, by paying the City the depreciated value of the improvements as described in section 14 of the Joint Use Agreement. Alternatively, the City shall remove the improvements at the District’s request. The District shall pay the cost of removal.

3. Option to Buy

If the District elects to sell any or all of the Property during the period of this Agreement, it shall first notify the City. Within ninety (90) days of this notification, the City will notify the District of its intent to negotiate a purchase-sale agreement for the Property or a portion thereof. The terms of any purchase by the 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 the property being sold, less the remaining depreciated value of the City’s improvements being sold;
- (b) Cash at closing;
- (c) Closing within one (1) year of the City’s notification to the District of its intent to purchase the property;
- (d) Insurable fee simple title.

4. Maintenance

The City shall have sole responsibility for maintenance and upkeep of the Property for the duration of this Agreement. The City shall provide security and supervision of the Property consistent with that provided in other City of Shoreline parks. The City shall be solely responsible for handling reservations and scheduling use of facilities. The City shall be entitled to all revenue received from park use fees and reservations.

5. Memorial Garden

The City shall retain the Memorial Garden at its current location along 10th Avenue NW, regardless of other improvements that may be done on the site by the City.

6. Demolition of school building

The District shall arrange and pay for the demolition of the Sunset Elementary School building, and shall complete the demolition by the end of 2012 unless unanticipated circumstances, events, or conditions create delay. Demolition will include the removal of the building improvements, foundation, and surrounding asphalt/landscaped area as shown on Exhibit B.

7. Facility Development

Development of the Property for public recreational purposes shall proceed in accordance with the Sunset School Site & Boeing Creek Open Space master plan, attached as Exhibit A to this Agreement. The current covered play area, shown on Exhibit B to this Agreement, shall not be demolished and shall be made available for recreational use until such time that the City and School District mutually agree to its removal by the City with a funded option to develop the transition zone outlined in the master plan.

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

CITY OF SHORELINE

BY _____

Printed Name/Title: _____

Approved as to form

BY _____

Printed Name/Title: _____

SHORELINE SCHOOL DISTRICT #412

BY _____

Printed Name/Title: _____

Approved as to form

BY _____

Printed Name/Title: _____

Exhibit A

Sunset School Site & Boeing Creek Open Space Master Plan, May 2010



Exhibit B
Map of Sunset School Demolition Area



ADDENDUM TO JOINT USE AGREEMENT

COMPOST FACILITY

AMENDED AS OF ___/___/_____

Shoreline School District #412 and the City of Shoreline entered into a Joint Use Agreement dated 8/29/00 ("Agreement"). This Addendum to that Agreement relates to the Compost Facility (hereafter "Facility") as described below, located at Shorecrest High School at 15343 25th Avenue N.E., Shoreline, WA, and the terms and conditions of this Addendum supplement the application of the Agreement to Compost Facility defined herein.

As of the Date of this Addendum, the Parties have agreed to discontinue their Joint Use Agreement pertaining to the Compost Facility previously located at Shorecrest High School.

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

Dated: _____

CITY OF SHORELINE

City Manager

Approved as to form:

City Attorney

Dated: _____

SHORELINE SCHOOL DISTRICT

Superintendent

Approved as to form:

School District Attorney

**Joint Use Agreement
between Shoreline School District #412
and
the City of Shoreline**

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JOINT USE AGREEMENT

**BETWEEN SHORELINE SCHOOL DISTRICT #412
AND
THE CITY OF SHORELINE**

THIS AGREEMENT, made and entered into this _____ day of _____, _____.

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to RCW 39.34 (Interlocal Cooperation Act) and RCW 28A.335 (School District Property).

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the City and District to work together in planning and developing public facilities for joint use, and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets; and

WHEREAS, the parties agree to amend their original Joint Use Agreement entered into August 29, 2000.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the District do agree as follows:

1. School Facilities

It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities, by the laws of the State of

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Shoreline School District and the City of Shoreline
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Washington, and as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

~~The District shall allow distribution of the City's Recreation Guides four times per year to at least one child per family within each elementary school. All other City requests for distribution of materials, including posting of fliers to the District's website, should be made through the Shoreline School District's Communications and Community Relations Office.~~

School District facilities or portions thereof, under lease to third parties are excluded from this Agreement.

~~This agreement does not entitle the City to sub-lease school district facilities to third party entities.~~

~~The Parties acknowledge the City's use of a school for summer camp is an important part of the City's Parks and Recreation program. They also acknowledge use of a site places extraordinary wear and tear on the facility and restricts the District's ability to perform normal summer cleaning and repairs while summer camp is in session. The District will make every effort to designate the same school for use by the City for summer camp for at least a period of three consecutive years before the designation is changed to another school in the District. The District will notify the City of the designated site for summer camp by September 1 of the fall preceding the year of camp; in the absence of such notice, the City may plan to use the same site used the previous year. This agreement notes the City prefers to use the following schools for summer camp: Echo Lake, Highland Terrace, Meridian Park, Parkwood, and Ridgecrest.~~

2. City Facilities

It is recognized that City properties are intended for utilization by and benefit to 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 suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

~~The City shall make space available in its seasonal Recreation Guides and other related publications, for District enrichment, extra-curricular, and/or special event information (e.g., high school theater productions, summer sports camps, band concerts, etc). Additionally, t~~The City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

3. Addenda

The parties may develop Addenda to the Agreement to provide supplemental terms for specific facilities.

4. Scheduling

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each staff will keep foremost in its thoughts and actions the needs of our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

5. Staffing

The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities.

The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

6. Fees

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

7. Dispute Resolution

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager

8. Replacement of Materials/Equipment

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed.

Note: In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financially support the City in the periodic replacement of such equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

9. Improvements, Maintenance, Operation and Refurbishment

a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve 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 plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the agency owning the premises prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

10. Agreement Development

Representatives of the District and the City shall meet as necessary, ~~but not less than quarterly,~~ to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any Addenda thereto shall be reviewed at least annually by these representatives.

11. Facilities Development

The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

12. Supremacy of Addendum

Should the terms and conditions of any Addendum to this 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 Addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

13. Force Majeure

Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if its likelihood of occurrence increases. The parties shall work to

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Shoreline School District and the City of Shoreline
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minimize the impact of such rare events on the rights and obligations articulated in this Agreement.

14. Termination

Either party may terminate this Agreement as it relates to any or all facilities upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party of use of a co-funded facility or improvement, the party no longer having access shall be reimbursed its share of the depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing capital cost by 5% per year after the completion of construction or other method mutually agreed to by the parties. Any contributions by King County will be included in this calculation for payment.

15. Indemnification/Hold Harmless

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the City's facility or from the conduct of District business, or from any activity, work or thing done, permitted, or suffered by the District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the District's facility or from the conduct of City's use of the District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

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 negotiated and agreed upon by them.

16. Insurance

The District and the City shall purchase and maintain for the duration of this Agreement Commercial General Liability insurance in an amount of not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance

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Shoreline School District and the City of Shoreline
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evidencing the required insurance shall be furnished to the other agency. The insurance certificate shall give a thirty (30)-day notice of cancellation.

|

The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

17. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

18. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as may be modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager, City of Shoreline
1750044 Midvale Ave. N.
Shoreline, WA 98133-490524

Superintendent, Shoreline School District
18560 1st Ave. NE
Shoreline, WA 98155-2148

19. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the District, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

20. Entire Agreement

This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this Agreement.

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

CITY OF SHORELINE

BY _____

~~Robert E. Deis,~~ _____ City Manager

Approved as to form:

BY _____

~~Ian Sievers,~~ _____ City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

~~Jean Watt,~~ _____ Superintendent

Approved as to form:

BY _____

~~Lester "Buzz" Porter,~~ _____ Shoreline School ~~District Board~~
Attorney

ADDENDUM TO JOINT USE AGREEMENT

**EINSTEIN MIDDLE SCHOOL PLAYFIELD AND
HILLWOOD 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 **Einstein Middle School Playfield**, located at 19343 3rd Avenue NW, **and Hillwood Park**, located adjacent to the school.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield. The City also has made facilities adjacent to track/infield available to the District for use by its students. These latter facilities include tennis courts and a multi-use softball/soccer field. District-funded improvements located on City property includes discus throwing area, irrigation and drainage, access ramp to and storage building located adjacent to restrooms.

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. Maintenance

Track/Infield-- The District will maintain, repair, and prepare track/infield provided, however, that the City will maintain the restroom facilities located adjacent to the track/infield.

Discus Throwing Area--District will maintain and prepare discus throwing area; however, the party using the area will be responsible for setting up protective fencing.

Tennis Court --The City will maintain and repair tennis courts.

Softball/Soccer Field--From March through August, the City will prepare field for all scheduled softball usage. City will also maintain field for all City soccer use throughout the year. During September and October, the District will prepare field and perform any additional needed field maintenance for District softball **and cross country** usage, and be responsible for padding any soccer goals that are installed during this period of time. From November through February, no softball field usage will be scheduled.

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It also is provided that Einstein School administrative and security staff will have authority to supervise student behavior in Hillwood Park during the school year.

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

CITY OF SHORELINE

BY _____

City Manager

Approved as to form:

BY _____

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Shoreline School District Attorney

ADDENDUM TO JOINT USE AGREEMENT
~~SHORECREST HIGH SCHOOL BALLFIELDS~~
AND
HAMLIN PARK BALLFIELDS AND TRAILS

~~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 ~~Shorecrest High School Ballfields, located at 15343 25th Avenue NE, and~~ Hamlin Park Ballfields and Trails, located at 16006 15th Avenue NE.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of City-owned parcels have been historically used by the District for baseball, softball, cross country, and running athletic events. In 1996, the District and King County mutually determined they would jointly design, construct, and maintain a new athletic field on the District parcel. In 1997, King County transferred its ownership of the parks to the City of Shoreline.

District Development Responsibility-- The District constructed a new softball field which meets requirements for use by both the District and the City. This field includes bleachers, dugouts, and a batting cage. In addition, the field has provisions for a portable fence at 200 feet for District fastpitch softball use, as well as 275 feet for City and community utilization. Field lighting has also been provided.

County/City Development Responsibilities— In October 1995, King County and the School District entered into an interlocal agreement to provide sports field lighting at this facility. The improvements to the District parcel and related facilities met mutually-agreed upon design standards, which included:

- (a) \$100,000 -- Lighting for softball field, installed on wood poles, designed and constructed by the District.
- (b) \$15,230 -- Engineering and construction supervision for the softball field illumination.
- (c) \$9,000 -- Design revisions to the Hamlin Park restroom building and handicapped accessible pathway, revisions to specifications and site visits during construction.
- (d) \$3,330 -- Hamlin Park restroom electrical and pathway illumination work.

King County also funded costs of relocation and construction of new restroom facility on Hamlin Park parcel adjacent to new District field, for the purpose of making the restroom facility location closer to new District field users.

Beginning in 2015, the District funded improvements to the Ballfields at Shorecrest High School. The City no longer uses these fields.

B. Intent

This Addendum is intended to formalize this cooperative use of Hamlin Park Ballfields and Trails by the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Maintenance

~~Shorecrest High School Ballfield – The District will provide maintenance (mowing and irrigation) and repair year-round. During City usage the fence line will be located by the District at the 275-foot line within two weeks of the end of the fastpitch softball season (including playoffs). The District will provide field prep during District use and the City will provide field prep during City use. All field preparation work will be done after the regular school day or at agreed upon time not in conflict with school activities. During City use, District will provide emergency phone number (or access to light box/irrigation system) for situations when lights or irrigation fail to function.~~

Hamlin Park: Ballfields and Trails: – The City will prepare fields for all City baseball/softball usage. The District will not have regularly scheduled use of the Ballfields, but may request time through the City to use the Ballfields for practice on an emergency basis. prepare fields for District usage. – The District will also clear trails in Hamlin Park of downed branches and trees during the cross country season.

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean-up facilities and parking areas as identified in section three (3) below of this Addendum prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Shorecrest High School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

3. Parking

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the City-scheduled users of ~~the Shorecrest Ballfield and adjacent~~ Hamlin Park Ballfields during non-school hours. The City agrees that the parking facilities on the Park parcel (off 25th Ave. NE) shall be made available for use to the District users and students during school hours. Per section two (2) above, supervising and cleanup of each parking lot is the responsibility of the party using the facility.

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

CITY OF SHORELINE

BY _____

~~Robert E. Deis,~~ City Manager

Approved as to form:

BY _____

~~Ian Sievers,~~ City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

~~Jean Watt,~~ Superintendent

Approved as to form:

BY _____

~~Lester "Buzz" Porter,~~ Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT
KELLOGG MIDDLE SCHOOL TRACK/INFIELD
AND HAMLIN 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 **Kellogg Middle School Track/Infield**, located at 16045 25th Avenue NE, and **Hamlin Park**, located at 16006 15th Avenue NE.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield.

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. Maintenance

The District will maintain, repair, and prepare track/infield. The District will also clear trails in Hamlin Park of downed branches and trees during ~~used~~ the cross country season.

2. Supervision

During scheduled usage, each party shall prepare/set-up, supervise, and clean up facility prior to, during, and following scheduled usage by such party. It is further provided that Kellogg School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

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

CITY OF SHORELINE

BY _____
City Manager

Approved as to form:

BY _____
City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____
Superintendent

Approved as to form:

BY _____
Shoreline School District Attorney

ADDENDUM TO JOINT USE AGREEMENT

MERIDIAN PARK SCHOOL TENNIS COURTS

~~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 **Meridian Park School and Meridian Tennis Courts**, both located at North 170th Street and Wallingford Avenue N.

A. Context and History

The School District owns parcels in Shoreline, Washington. King County Parks constructed the tennis courts located on School District property. In 1997, King County transferred park facilities to the City. The City owns the tennis courts located on these parcels of land.

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. Maintenance

City will provide maintenance and upkeep of the tennis courts.

2. Supervision

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

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

CITY OF SHORELINE

BY _____

~~Robert E. Deis,~~ City Manager

Approved as to form:

BY _____

~~Ian Sievers,~~ City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

~~Jean Watt,~~ Superintendent

Approved as to form:

BY _____

~~Lester "Buzz" Porter,~~ Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

PARAMOUNT SCHOOL 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 **Paramount School Park**, located at NE 155th Street and 8th Avenue NE.

A. Context and History

District owns a parcel of property in Shoreline, Washington, which formerly was the site of Paramount Park Elementary School (property).

Both parties wished to make available to their respective constituents athletic facilities on this property. In 1993, it was determined by both the District and King County to develop one grass soccer field, two new baseball backstops, and to renovate the existing backstop on this property. To this end, the District performed demolition of the Paramount Park School, at an expense to the District of \$146,784.04. King County reimbursed the District for \$100,000 for partial costs of the demolition. King County paid \$209,887 for construction of these new facilities.

In 1999, the City of Shoreline developed a master plan for Paramount School Park and on November 1, 1999 the Shoreline School District School Board reviewed and approved the master plan. On May 15, 2000 the School District gave their approval to include a skate park in the approved master plan for Paramount School Park. In June 2000, the School District and the City agreed the skate park would be included contingent upon removal of the skate park at City expense if the Shoreline School District redevelops Paramount School Park for educational program purposes and requests removal of the skate park by the City.

The City’s general Capital Fund provides funding to construct Phase One Improvements of Paramount School Park and the skate park. The design work is scheduled to be completed in 2000 and construction is scheduled for 2001.

Work in Phase One will include ballfield improvements, parking improvements on the west side of the park, existing path improvements, and relocation of the existing play area.

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. Removal of Property

The District does not currently need property for a school building. However, pursuant to RCW 28A.355.040, the District may declare this property again needed for a school and thus remove this property 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 property 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 or King County. In the event the District redevelops Paramount School Park for educational purposes, the City, upon School District request, agrees to remove the skate park at City expense.

2. Option To Buy

If the District elects to sell any or all of the property 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 portion of property 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;
- (d) Insurable fee simple title.

3. Maintenance

The City will prepare field for City usage. The District will prepare field for District usage.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities 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 in Paramount Park during the school year.

5. Facility Development

The City shall plan, develop, and maintain this facility in the same manner and to the same degree as other park lands operated by the City. The City shall provide the District advanced written notice of and shall involve the District in the planning process for this facility as provided herein. 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.

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

CITY OF SHORELINE

BY _____

~~Robert E. Deis~~, City Manager

Approved as to form:

BY _____

~~Ian Sievers~~, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

~~Jean Watt~~, Superintendent

Approved as to form:

BY _____

~~Lester "Buzz" Porter~~, Shoreline School Board 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 Shoreline Center ~~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.~~

~~On a space available basis, t~~The District will provide meeting rooms under this JUA for the following standing staff 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 meetings of groups associated with the City groups may use the conference center on a space available basis 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.**~~

~~The city also agrees to purchase all food for related meetings through the district's catering department.~~

~~All use of the Shoreline Center must comply with the District's rules and regulations associated with use of the Center, including completion of a facility use agreement administered through the District's Conference Center department.~~

3. Maintenance

~~3. The District shall be responsible for all maintenance and upkeep of the Shoreline Center. 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.~~ each party will be responsible for any damage caused to the facility as a result of activities sponsored by that party.

5. User Fees

~~The City shall not be charged fees~~ Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of the Shoreline Center as described in Section 2 ~~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, custodial 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 E. Deis~~, 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

ADDENDUM TO JOINT USE AGREEMENT
SHORELINE CENTER
A
SHORELINE PARK

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. The 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. The County-owned property is now owned by the City of Shoreline.

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 shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts and soccer fields (“Fields A and B”) on the property immediately north of the Shoreline Center.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The District shall have priority scheduling for use of Shoreline A and B soccer fields for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- No more than three (3) days per week during the above periods
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The Parties acknowledge the 2017 update to the JUA does not entitle the District to priority scheduling for use of Shoreline A and B soccer fields in the spring season. In the event the District’s athletics program is expanded in the future to include additional soccer teams (such as “C” teams at the high schools), the Parties agree to revisit regular District priority scheduling of Shoreline A and B soccer fields in the spring season.

District reservations shall be made 7 months in advance for both the tennis courts and soccer fields.

The District shall review plans and make every reasonable effort to approve City improvements to the tennis courts or the soccer fields.~~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. The City must comply with the District’s rules and regulations for use of the Shoreline Conference Center.~~

~~On a space available basis, the District will provide meeting rooms under this JUA for staff meetings of the City. Any other additional groups may use the conference center on a space available basis at the regular assigned fee rate.~~

3. Maintenance

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

synthetic turf on the soccer fields that is intended to be groomed with equipment owned by the District, the District and City shall consider an agreement for the District to assist on a quarterly basis with the grooming of the synthetic turf fields.

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.

~~Addendum – Shoreline Center and Shoreline Park
Page 3 of 3~~

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 tennis courts and soccer fields on the property covered under the Addendum.~~ 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 E. Deis,~~ 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

ADDENDUM TO JOINT USE AGREEMENT

**SHORELINE POOL
AND SHORELINE PARK
AS AMENDED / /**

~~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 **Shoreline Pool** ~~and Shoreline Park~~, located at 1st Avenue NE and North 161st Street.

A. Context and History

The District owns a parcel of property in Shoreline, Washington, which formerly was the site of the Shoreline High School and was later converted into the Shoreline Center. The City owns Shoreline Park located at 1st Avenue NE at North 190th Street. The Swimming Pool, showers, locker rooms, and related facilities, hereafter referred to as “Shoreline Pool”, is located on ~~the~~ District’s parcel at 19030 1st Avenue NE, north of the Shoreline Center ~~adjacent to or~~ the premises of Shoreline Park.

The Shoreline Pool was built subject to Forward Thrust Bond covenants as contained in the Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967. The Pool ownership transferred to the City of Shoreline on June 1, 1997 under an Agreement with King County. District usage of ~~the~~ Facility is within purposes for which ~~the~~ Pool was funded and constructed.

In 1999, the City of Shoreline developed a master plan for the Shoreline Pool to expand the women’s locker room, expand the lobby, improve work spaces, improve pool and building mechanical, electrical and plumbing systems to extend the life of the pool by 20 years. The design work will be completed in 2000, and construction in 2001. The City’s General Capital Fund provides funding for the pool renovation project including the parking improvements for the Shoreline Pool that were designed and constructed during, 1999, 2000, and 2001.

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. Ownership of Facility

The facility known as Shoreline Pool is owned by the City, but is located on District property.

2. Option To Buy

If the District elects to sell any or all of the property covered by this Addendum 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 portion of property so 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 depreciated value of the City's improvements on the parcel being sold.
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

3. Joint Use

The joint use scheduling representatives shall assure that the District is scheduled 3 hours of time between pool opening and 6 p.m. for swim team practices during the high school swim season. This 3 hours shall be scheduled at least ninety (90) days in advance.

4. Facility or Program Equipment

The District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities in Shoreline Pool unless otherwise agreed.

5. User Fees

If space is available, the School District may schedule other activities at the pool beyond the times noted in Section 3 Joint Use. The City will charge the District an hourly rental fee listed in the City's current Fee Ordinance for public school usage rates (S.M.C. 3.01). The City reserves the right to annually revise and evaluate the rates. The City will notify the District in writing of proposed amendments to the Fee Ordinance thirty (30) days before adoption.

6. Maintenance

The City shall repair, maintain, and generally prepare the facility for all scheduled use. The District will train City staff to use the District’s scoreboard; only City staff who have been trained by the District will access the scoreboard.

7. Preparation for Use

The District shall prepare/set-up the facility for its specific activities prior to and during its scheduled use. The District shall clean up and return the facility to its prior condition following its scheduled usage.

8. Supervision

It is also provided that District staff will have authority to supervise student behavior at Shoreline Pool during District usage times. Unless otherwise specifically provided for, the City shall not be responsible for providing lifeguards or other safety personnel and shall not be responsible for supervising student behavior during District usage of the facility. School programs shall be conducted in conformance with the safety regulations adopted by the Washington State Board of Health WAC 246-260-100 (3)(a); (4)(a), (d); (5)(a), (c), (g); and (6)(a), (c) as amended. School District personnel acting as swim or diving coaches may substitute United States Swimming or Diving National Safety Certification.

9. Parking

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the users of the Shoreline Pool. When parking overflow occurs in the Pool parking lot, the District agrees to allow Pool users access to adjacent Shoreline Center parking (subject to space availability). The City agrees that the parking lot adjacent to the pool may be used for District parking during non-Pool hours, (subject to space availability). Supervision and clean-up of each parking lot is the responsibility of the party using the lot during their scheduled usage time.

10. Facility Development

The City, as the agency responsible for the maintenance of the pool facility, may close the facility for repairs or renovation. The City will provide the District as much notice as possible of such planned closures and will make a good faith effort to minimize the impacts of such closures on District use of the facility. Where the District has been involved in the planning for capital improvements to the pool facility as provided herein, only extraordinary circumstances will justify the failure of the District to provide any requisite authorization for City to complete said improvements that are consistent with the facility’s purpose and District’s use of the facility. The District further reaffirms its commitment to extend the City’s lease of the District land on which a portion of the pool facility rests for a period equal to the reasonably expected life of the pool facility as improved over time.

11. Insurance

The District’s Commercial General Liability policy required under the Insurance paragraph (paragraph 16) of the Joint Use Agreement shall include coverage for use of the Shoreline Pool in an amount not less than \$5,000,000 per occurrence and not less than \$10,000,000 general aggregate.

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

CITY OF SHORELINE

BY _____

~~Robert E. Deis~~, City Manager

Approved as to form:

BY _____

~~Ian Sievers~~, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

~~Joan Watt~~, Superintendent

Approved as to form:

BY _____

~~Lester “Buzz” Porter~~, Shoreline School District Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHOREVIEW PARK

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 **Shoreview Park**, hereafter referred to as Facility, located at *[fill in address of Shoreview Park]*.

A. Context and History

The City owns a parcel of property in the City of Shoreline known as Shoreview Park located at *[fill in address of Shoreview Park]*.

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 shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts at Shoreview Park.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

District reservations shall be made 7 months in advance.

3. Maintenance

Tennis Courts--The City shall maintain and prepare 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 and City administrative and security staff will have authority to supervise student behavior on 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 the tennis courts on the property covered under the Addendum.

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

CITY OF SHORELINE

BY _____

City Manager

Approved as to form:

BY _____

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Superintendent

Approved as to form:

BY _____

Shoreline School Board Attorney

**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, and amended as of 10/21/2013 ("Agreement"). This Addendum to that Agreement relates to ~~the~~ 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 included~~ \$650,000 ~~included~~ for investment in the Spartan Recreation Center. The funds ~~we~~ 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~~ ~~completed~~, the City ~~will oversees~~ 80% of the building footprint for community recreation purposes. The City's program use of the facility ~~is expected to expand~~ ~~expanded~~ 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.

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.

The District shall designate parking spaces immediately in front of the Spartan Gym for use by community members while they participate in the City's recreational programs. The City may work with the District's facility use staff to identify additional parking for special events, recognizing such additional parking will need to be coordinated with other District-approved uses of the Shoreline Center.

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 the 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 of fixed building systems and equipment (i.e., HVAC, plumbing, and similar built in facility systems). ~~and repair of the interior and exterior of the Facility.~~ The City shall provide and pay for the cost of maintaining, repairing and replacing the interior finishes and furnishings subject to wear and tear primarily due to the City's recreational use of the facility (i.e., painting interior walls, refinishing the gym floor, waxing restroom floors, maintaining fitness equipment, and similar interior finishes and portable equipment). 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 mow and maintain the north utility field. The City 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 Spartan Recreation Center is not a separate account for utility billing purposes, therefore the City's cost for utilities is determined through an allocation formula that multiplies the cost of all Shoreline Center utilities by the City's share of the square footage of the Spartan Recreation Center divided by the total square footage of the Shoreline Center. The City's initial utility bill shall be a fixed amount each month based on the monthly average of the prior year's actual monthly billings (January through December). The City shall pay an annual adjustment in February to adjust the prior year's billings to cover actual costs.

I

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 ~~at least annually 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, facility ~~modificationsies~~ 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.

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

Approved as to form:

School District Attorney

ADDENDUM TO JOINT USE AGREEMENT**SUNSET SCHOOL SITE**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated August 29, 2000 (“Agreement”). This Addendum to that Agreement relates to the use of Sunset School Site, located at 17800 10th Avenue NW. Authority for this Addendum is contained in Chapter 39.34 RCW (interlocal cooperation act) and Chapter 28A.335 RCW (school district property).

A. Context and History

The District owns the above-referenced parcel of property in Shoreline, Washington, which formerly was the site of Sunset Elementary School (“Property”).

The parties wish to make the Property available for public recreational use. In 2008, the parties entered into a mutual commitment to the development of a community park on the Property, contingent on a community group securing funding for park planning by 2010. The funding was obtained and the City completed a Master Plan for development of the Property with park amenities including sports fields, a community garden, a playground, paths, and picnic facilities.

Construction of the park facilities will be the responsibility of the City of Shoreline, and the schedule and intended improvements shall be coordinated with the District as described in section 9 of the above-referenced Joint Use Agreement.

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. District Right to Reclaim**

The District does not currently need the Property for a school building. However, pursuant to RCW 28A.335.040, the District may reclaim the Property for school district purposes and remove the Property from the Joint Use Agreement if needed for school facilities, upon twelve (12) months advance notice to the City.

In anticipation of the District’s exercise of its right to reclaim the Property, the City shall not construct or install any fixtures, structures, or facilities on the footprint reserved for a school building based upon the existing Sunset School footprint (pg. 44 of the 2010 Sunset School

Site & Boeing Creek Open Space master plan, Exhibit A), including but not limited to picnic shelters, restrooms, playgrounds, sports courts, or skateboard areas.

2. Removal of Property

If the District elects to reclaim the Property pursuant to Section 1 above, the District shall have the option to keep any fixtures installed by the City, including but not limited to play structures and sport courts, by paying the City the depreciated value of the improvements as described in section 14 of the Joint Use Agreement. Alternatively, the City shall remove the improvements at the District’s request. The District shall pay the cost of removal.

3. Option to Buy

If the District elects to sell any or all of the Property during the period of this Agreement, it shall first notify the City. Within ninety (90) days of this notification, the City will notify the District of its intent to negotiate a purchase-sale agreement for the Property or a portion thereof. The terms of any purchase by the 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 the property being sold, less the remaining depreciated value of the City’s improvements being sold;
- (b) Cash at closing;
- (c) Closing within one (1) year of the City’s notification to the District of its intent to purchase the property;
- (d) Insurable fee simple title.

4. Maintenance

The City shall have sole responsibility for maintenance and upkeep of the Property for the duration of this Agreement. The City shall provide security and supervision of the Property consistent with that provided in other City of Shoreline parks. The City shall be solely responsible for handling reservations and scheduling use of facilities. The City shall be entitled to all revenue received from park use fees and reservations.

5. Memorial Garden

The City shall retain the Memorial Garden at its current location along 10th Avenue NW, regardless of other improvements that may be done on the site by the City.

6. Demolition of school building

The District shall arrange and pay for the demolition of the Sunset Elementary School building, and shall complete the demolition by the end of 2012 unless unanticipated circumstances, events, or conditions create delay. Demolition will include the removal of the building improvements, foundation, and surrounding asphalt/landscaped area as shown on Exhibit B.

7. Facility Development

Development of the Property for public recreational purposes shall proceed in accordance with the Sunset School Site & Boeing Creek Open Space master plan, attached as Exhibit A to this Agreement. The current covered play area, shown on Exhibit B to this Agreement, shall not be demolished and shall be made available for recreational use until such time that the City and School District mutually agree to its removal by the City with a funded option to develop the transition zone outlined in the master plan.

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

CITY OF SHORELINE

BY _____

Printed Name/Title: _____

Approved as to form

BY _____

Printed Name/Title: _____

SHORELINE SCHOOL DISTRICT #412

BY _____

Printed Name/Title: _____

Approved as to form

BY _____

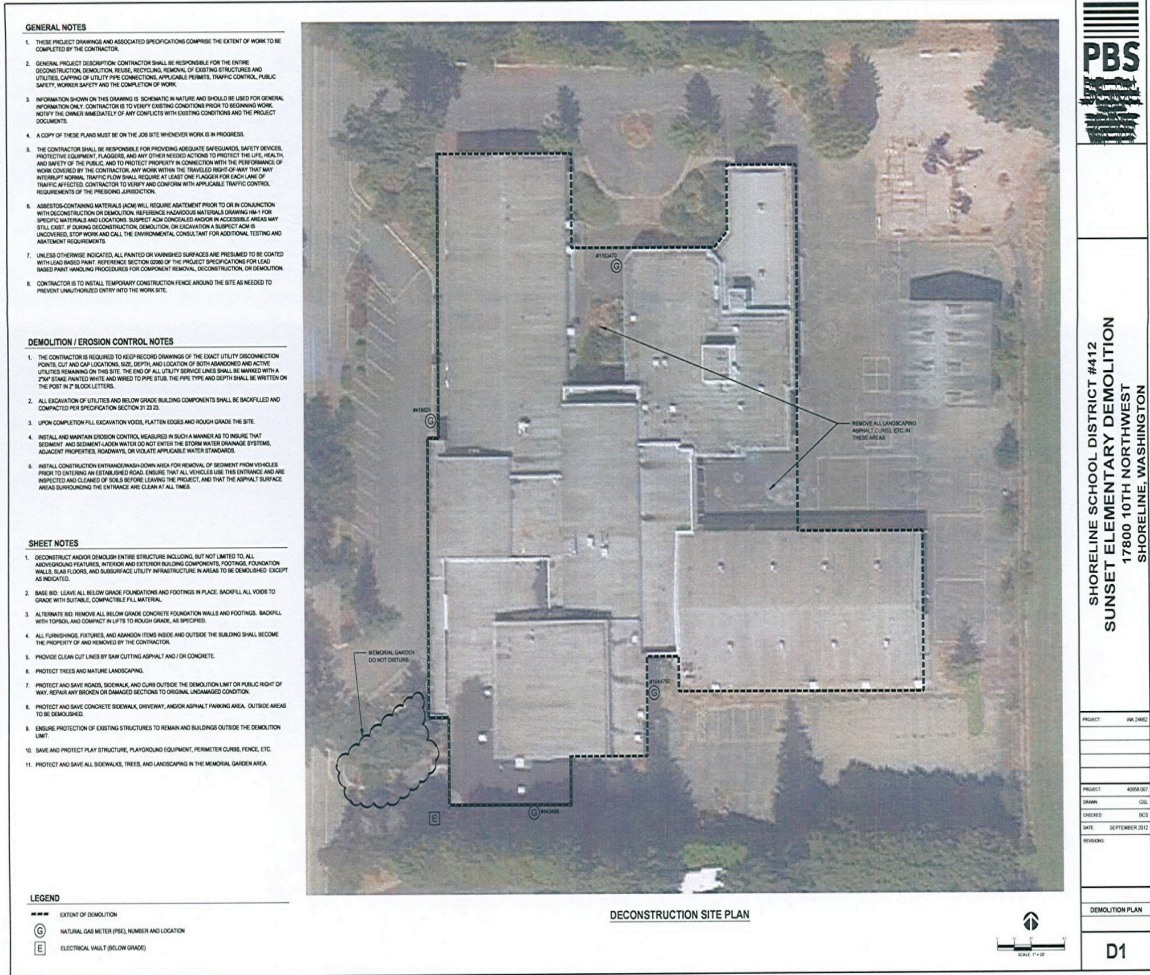
Printed Name/Title: _____

Exhibit A

Sunset School Site & Boeing Creek Open Space Master Plan, May 2010



Exhibit B
Map of Sunset School Demolition Area



- GENERAL NOTES**
1. THESE PROJECT DRAWINGS AND ASSOCIATED SPECIFICATIONS COMPREHEND THE EXTENT OF WORK TO BE COMPLETED BY THE CONTRACTOR.
 2. GENERAL PROJECT DESCRIPTION: CONTRACTOR SHALL BE RESPONSIBLE FOR THE DIRT, DISCONTINUATION, DEMOLITION, REUSE, RECYCLING, REMOVAL OF EXISTING STRUCTURES AND UTILITIES, CONTROL OF DUST/TYPE CONSTRUCTION, APPROPRIATE PERMITS, TRAFFIC CONTROL, PUBLIC SAFETY, WORKER SAFETY AND THE COMPLETION OF WORK.
 3. INFORMATION SHOWN ON THIS DRAWING IS SCHEMATIC IN NATURE AND SHOULD BE USED FOR GENERAL INFORMATION ONLY. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING WORK. NOTIFY THE OWNER IMMEDIATELY OF ANY CONFLICTS WITH EXISTING CONDITIONS AND THE PROJECT DOCUMENTS.
 4. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER WORK IS IN PROGRESS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGING AND ANY OTHER NECESSARY ACTIONS TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK DESCRIBED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELING RANGE OF ANY TRAFFIC INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED. CONTRACTOR TO VERIFY AND COMPLY WITH APPLICABLE TRAFFIC CONTROL REQUIREMENTS OF THE PREVIOUS JURISDICTION.
 6. ALL EXISTING CONTAINERS (BETTERIES, FUEL TANKS, ETC.) REQUIRE REMOVAL PRIOR TO OR IN CONNECTION WITH DEMOLITION OR DEMOLITION. REFERENCE DRAWINGS MATERIALS DRAWING SET FOR SPECIFIC MATERIALS AND LOCATION. SUPPORT AND CONSULTATION IN CONNECTION WITH REMOVAL OF UTILITIES. NOTIFY THE OWNER IMMEDIATELY OF ANY CONFLICTS WITH APPLICABLE TRAFFIC CONTROL REQUIREMENTS.
 7. UNLESS OTHERWISE INDICATED, ALL PRINTED OR WRITTEN SURFACES ARE PRESERVED TO BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE PROJECT SPECIFICATIONS FOR LEAD AND ASBESTOS. STOP WORK AND CALL THE ENVIRONMENTAL CONSULTANT FOR ADDITIONAL TESTING AND ABATEMENT REQUIREMENTS.
 8. CONTRACTOR IS TO INSTALL TEMPORARY CONSTRUCTION FENCE AROUND THE SITE AS NEEDED TO PREVENT UNAUTHORIZED ENTRY INTO THE WORK SITE.

- DEMOLITION / EROSION CONTROL NOTES**
1. THE CONTRACTOR IS REQUIRED TO KEEP RECORD DRAWINGS OF THE EXACT UTILITY DISCONNECTION POINTS, SIZE AND CAP (SIZE, TYPE, DATE, DATE AND LOCATION) BOTH REMOVED AND ACTIVE UTILITIES REMAINING ON THE SITE. THE END OF ALL UTILITY SERVICE LINES SHALL BE MARKED WITH A 2" DIA. STAKE PAINTED WHITE AND WRAPPED TO PROTECT THE PIPE. TYPE, SIZE AND DATE SHALL BE WRITTEN ON THE POST IN 1/2" BLOCK LETTERS.
 2. ALL EXCAVATION OF UTILITIES AND BELOW GRADE BUILDING COMPONENTS SHALL BE BACKFILLED AND COMPACTED TO THE SPECIFICATION SECTION 31.02.
 3. UPON COMPLETION OF EXCAVATION VOIDS, FLATTEN EDGES AND ROUGH GRADE THE SITE.
 4. INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN SUCH A MANNER AS TO INSURE THAT EROSION AND SEDIMENTATION DOES NOT OCCUR TO THE ADJACENT WATER BODIES, STREAMS, ADJACENT PROPERTIES, ROADWAYS OR VIOLATE APPLICABLE WATER ET STANDARDS.
 5. INITIAL CONSTRUCTION EXTRA WIDEN DOWN AREA FOR REMOVAL OF SEDIMENT FROM VOIDS PRIOR TO ENTERING AND ESTABLISHING BODIES. ENSURE THAT ALL REMOVED SOILS, THIS MATERIALS ARE INSPECTED AND CLEARED OF SOILS BEFORE LEAVING THE PROJECT, AND THAT THE ASPHALT SURFACE AREAS SURROUNDING THE EXCAVATION ARE CLEAN AND LEVEL ALL THESE.

- SHEET NOTES**
1. DEMOLITION AND/OR DEMOLITION EXISTING STRUCTURE INCLUDING, BUT NOT LIMITED TO: ALL ABOVEGROUND PARTIALS, INTERIOR AND EXTERIOR BUILDING COMPONENTS, FOOTINGS, FOUNDATION WALLS, BASE FLOORS, AND SUBSURFACE UTILITY INFRASTRUCTURE IN AREAS TO BE DEMOLISHED (EXCEPT AS INDICATED).
 2. BASE BID: LEAVE ALL BELOW GRADE FOUNDATIONS AND FOOTINGS IN PLACE. SNOWFILL ALL VOIDS TO COMPLY WITH BUREAU OF PUBLIC WORKS (BPW) SPECIFICATIONS.
 3. ALTERNATE BID: REMOVE ALL BELOW GRADE CONCRETE FOUNDATION WALLS AND FOOTINGS. BACKFILL WITH TOPSOIL AND COMPACT IN UP TO 15" BELOW GRADE, AS SPECIFIED.
 4. ALL FURNISHING, FURNITURE, AND HARDWARE FROM INSIDE AND OUTSIDE THE BUILDING SHALL BECOME THE PROPERTY OF AND REMOVED BY THE CONTRACTOR.
 5. PROVIDE CLEAN CUT LINES BY SAW CUTTING ASPHALT AND/OR CONCRETE.
 6. PROTECT TREES AND MAINTAIN LANDSCAPING.
 7. PROTECT AND SAVE TREES, SPRINKLER AND CURB OUTSIDE THE DEMOLITION LIMIT OR PUBLIC RIGHT OF WAY. REPAIR ANY BROKEN OR DAMAGED SECTIONS TO ORIGINAL UNIMPAIRED CONDITION.
 8. PROTECT AND SAVE CONCRETE SIDEWALK, DRIVEWAY, AND/OR ASPHALT PARKING AREA. OUTSIDE AREAS TO BE DEMOLISHED.
 9. ENSURE PROTECTION OF EXISTING STRUCTURES TO REMAIN AND BUILDINGS OUTSIDE THE DEMOLITION LIMIT.
 10. SAVE AND PROTECT PLAY STRUCTURE, PLAYGROUND EQUIPMENT, PERIMETER CURB, FENCE, ETC.
 11. PROTECT AND SAVE ALL SIDEWALKS, TREES, AND LANDSCAPING IN THE REMOVAL GARDEN AREA.

- LEGEND**
- EXTENT OF DEMOLITION
 - ⊙ NATURAL GAS METER (PSI, NUMBER AND LOCATION)
 - ⊕ ELECTRICAL VAULT (BELOW GRADE)

DEMOLITION SITE PLAN



PBS

SHORELINE SCHOOL DISTRICT #412
SUNSET ELEMENTARY DEMOLITION
17800 10TH NORTHWEST
SHORELINE, WASHINGTON

PROJECT	99-2482
PROJECT	4299-01
DRAWN	COL
CHECKED	BOJ
DATE	SEPTEMBER 2011
REVISION	

DEMOLITION PLAN

D1

ADDENDUM TO JOINT USE AGREEMENT

COMPOST FACILITY

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 the Compost Facility (hereafter “Facility”) as described below, located at ~~the~~ Shorecrest High School at 15343 25th Avenue N.E., Shoreline, WA, and the terms and conditions of this Addendum supplement the application of the Agreement to Compost Facility defined herein.

~~As of the Date of this Addendum, the Parties have agreed to discontinue their Joint Use Agreement pertaining to the Compost Facility previously located at Shorecrest High School.~~

~~A. — Context and History~~

~~Green, vegetative waste is a product of the City’s right-of-way and the School District’s grounds maintenance programs. Disposal of the waste can cost money, if it is taken to a solid waste collection station, or it can cause neighborhood odor and health issues, if dumped in a pile without maintenance.~~

~~In 2000, the City and the School District developed a Joint Use Agreement, with the vision of partnering to provide the best service with the least possible expenditure.~~

~~To promote this vision, the City proposes to build a small compost facility in the southwest corner of Shorecrest High School grounds, in the vicinity of the existing School District green waste site. Both the City and the School District will share use of the facility, and the City will provide the staff and equipment to maintain it.~~

~~In 2001, School District and City staff formed a Project Planning Team and attended a workshop and field trip to facilitate the development and implementation of the compost facility.~~

~~THE PARTIES AGREE AS FOLLOWS:~~

~~1. — Facility Subject to Joint Use Agreement~~

~~The Compost Facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The Compost Facility is a separate building located on the Shorecrest High School grounds, substantially as depicted on the design attached hereto as Exhibit A.~~

Addendum – Compost Facility

Page 2 of 3

~~2. **Option To Buy** If the District elects to sell the Shorecrest High School property or the portion where the compost facility is located 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 area 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.~~

~~3. **Construction, Maintenance, and Operations**~~

~~The City shall construct the Compost Facility and provide for maintenance and minor repair of the interior and exterior of the Facility. The School District shall pay for repair of damage directly resulting from program use administered by the School District and vandalism. Major building repair and restoration (over \$1000) shall be shared on a pro-rata basis according to past use by School District and City operated programs.~~

~~The City shall pay for utility costs associated with the compost facility.~~

~~The City and the School District shall meet annually to review facility operation, update each parties historic and future usage, and explore possible joint public and student education program development.~~

~~Addendum — Compost Facility~~
~~Page 3 of 3~~

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

Dated: _____

CITY OF SHORELINE

~~Steven Burkett,~~ City Manager

Approved as to form:

~~Ian Sievers,~~ City Attorney

Dated: _____

SHORELINE SCHOOL DISTRICT

~~Dr. James M. Welsh,~~ Superintendent

Approved as to form:

~~Lester "Buzz" Porter,~~ School District Attorney