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**Shoreline School
District**

**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 29th day of AUGUST, 2000.

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.

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.

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 requests for distribution of materials 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.

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, 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 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
17544 Midvale Ave. N.
Shoreline, WA 98133-4921

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

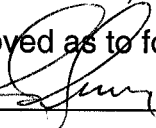
This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed 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 SHORELINEBY  _____

Robert E. Deis, City Manager

Approved as to form

BY  _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412BY  _____

Joan Watt, Superintendent

Approved as to form:

BY  _____

Lester "Buzz" Porter, Shoreline School 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 8/29/00 ("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 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.


**Addendum – Einstein Middle School Playfield
and Hillwood Park**
Page 2 of 2

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  _____

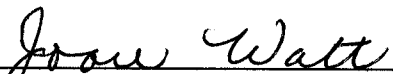
Robert E. Deis, City Manager

Approved as to form

BY  _____

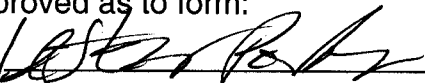
Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY  _____

Joan Watt, Superintendent

Approved as to form:

BY  _____

Lester "Buzz" Porter, Shoreline School 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 8/29/00 ("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.


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.

**Addendum – Kellogg Middle School Track/Infield
and Hamlin Park**
Page 2 of 2

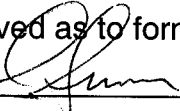
In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY  _____

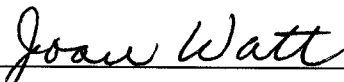
Robert E. Deis, City Manager

Approved as to form

BY  _____

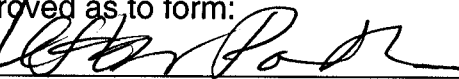
Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY  _____

Joan Watt, Superintendent

Approved as to form:

BY  _____

Lester "Buzz" Porter, Shoreline School Board 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 8/29/00 ("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.

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.

**Addendum – Shorecrest High School Ballfields
and Hamlin Park Ballfields and Trails**
Page 2 of 3

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

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 prepare fields for District usage.

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.

**Addendum – Shorecrest High School Ballfields
and Hamlin Park Ballfields and Trails**
Page 3 of 3

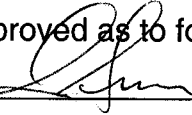
In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY  _____

Robert E. Deis, City Manager

Approved as to form

BY  _____

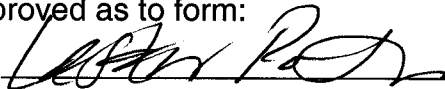
Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY  _____

Joan Watt, Superintendent

Approved as to form:

BY  _____

Lester "Buzz" Porter, Shoreline School 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 8/29/00 ("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.

Addendum – Paramount School Park
Page 2 of 3

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.


Addendum – Paramount School Park
Page 2 of 3

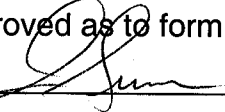
5. Facility Development

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:

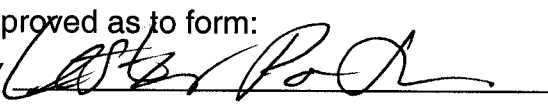
CITY OF SHORELINE

BY 
Robert E. Deis, City Manager

Approved as to form
BY 
Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY 
Joan Watt, Superintendent

Approved as to form:
BY 
Lester "Buzz" Porter, Shoreline School Board 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 8/29/00 ("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.

Addendum – Meridian Park School Tennis Courts
Page 2 of 2


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 

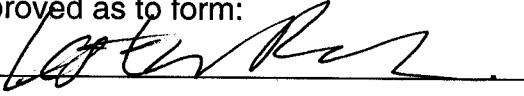
Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY 

Joan Watt, Superintendent

Approved as to form:

BY 

Lester "Buzz" Porter, Shoreline School 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 8/29/00 ("Agreement"). This Addendum to that Agreement relates to the **Shoreline Center and Shoreline Park**, hereafter referred to as Facility, located at 1st Avenue NE and North 161st Street.

A. Context and History

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

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

B. Intent

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

THE PARTIES AGREE AS FOLLOWS:

1. Option To Buy

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

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

Addendum – Shoreline Center and Shoreline Park
Page 2 of 3

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 District will provide meeting rooms for the following standing meetings of the City: a) City Council meetings, b) Planning Commission meetings, and c) All-City staff meetings. The preference of the City is for the Rainier and Highlander rooms for the council meetings and the Board Room for the other two. 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.

3. Maintenance

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

4. Supervision

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

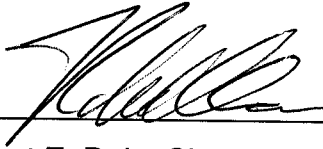
5. User Fees

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

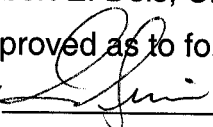
Addendum – Shoreline Center and Shoreline Park
Page 3 of 3

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

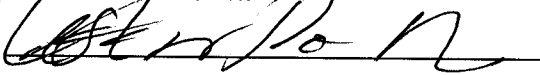
Approved as to form

BY  _____
Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY  _____
Joan Watt, Superintendent

Approved as to form:

BY  _____
Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE POOL AND SHORELINE PARK

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 **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 District parcel at 19030 1st Avenue NE, north of the Shoreline Center on 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 Facility is within purposes for which 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.

Addendum – Shoreline Pool and Shoreline Park
Page 2 of 4

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.

Addendum – Shoreline Pool and Shoreline Park
Page 3 of 4

6. Maintenance

The City shall repair, maintain, and generally prepare the facility for all scheduled use.

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.

Addendum – Shoreline Pool and Shoreline Park
Page 4 of 4

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.

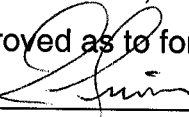
In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

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 Board Attorney