



City Clerk's Office

Receiving #

2059

I-03-011

Shoreline School

District



T-03-011

Contract # 2059
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

FILED
 JUN 25 2003
 CITY CLERK
 CITY OF SHORELINE

CONTRACT DESCRIPTION

Contract Originator: Rika Cecil **Date:** 6/11/03
Department/Division: Public Works

Type of Contract:

<input type="checkbox"/> (C) Building Construction	<input type="checkbox"/> (L) Lease Agreement	<input type="checkbox"/> (I) Intergov't Agreement
<input checked="" type="checkbox"/> (A) Addendum/Change Order	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (S) Purchase of Services (all types)	

CONTRACT TITLE: Addendum to School District/City Joint Use Agreement for Compost Facility

Brief Description of Services: City compost facility on School District property

Contract Modification: Has the original contract boilerplate language been modified? **N** **Y** If yes, list which sections have been modified.

Bid/RFP Number: _____ Indefinite Joint Use Agreement #1273 Dated: 8/29/00

Name of Consultant/Contractor Shoreline School District #412
Effective Date: Upon execution of agreement **Termination Date:** _____
 Termination Clause included in original Joint Use Agreement (12 month notice)

Total Amount of Contract: \$0.00 **OrgKey # & Object #** NA
 (including reimbursable expenses) **J/L # (if required)**

Is there sufficient funds in the current budget to cover this contract? **Y** **N** If no, from where are the additional funds coming?

Payment Terms (monthly installments, progress payments, etc.):

Remarks: Per Council Action on February 10, 2003

SIGNATURE ROUTING:

- 1. Project Manager/Director
- 2. Risk Mgmt/Budget
- 3. City Attorney
- 4. Send to Consultant for signature (only send contract documents)
- 5. City Council Approval (if required)

H/6/12/03
6/15/03
6/21
2/10/03
 (mo/day/year)

- 6. City Manager (if required)
- 7. Dept. Director (if authorized)
- 8. City Clerk
- 9. Purchasing

Date
6-25-03
6/25/03



Memorandum

DATE: 6/11/03

TO: Steven Burkett, City Manager

FROM: Paul S. Haines, Public Works Director

RE: Joint Use Agreement for Compost Facility

CC: Bob Olander, Deputy City Manager
Jesus Sanchez, Operations Manager
Bob Wagner, Facilities Coordinator
Rika Cecil, Interim Surface Water Coordinator

Attached are 4 copies of the Addendum to the Joint Use Agreement for the construction of the compost facility . The School District has finished their final review of the Addendum and has signed the Agreement.

On February 10, 2003, the City Council authorized the City Manager to sign the Compost Facility Addendum to the Joint Use Agreement. This agreement allows the City of Shoreline to move forward on the compost facility project due to be constructed this summer.

Please sign all 4 copies. If you have any questions, you can reach Jesus Sanchez, Operations Manager at 546-2519.

FILED

JUN 25 2003

CITY CLERK
CITY OF SHORELINE

CITY OF SHORELINE

Clerk's Receiving

No: 2059

Date: 6/25/03

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

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ADDENDUM TO JOINT USE AGREEMENT

COMPOST FACILITY

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.

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.

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

Dated: 6-25-03

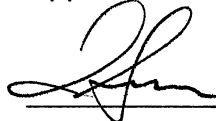
CITY OF SHORELINE



Steven Burkett, City Manager

Robert L. Olander, Deputy City Manager

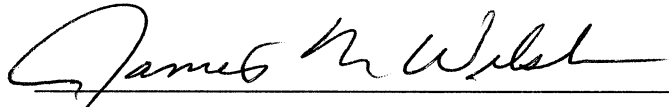
Approved as to form



Ian Sievers, City Attorney

Dated: January 13, 2003

SHORELINE SCHOOL DISTRICT



Dr. James M. Welsh, Superintendent

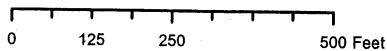
Approved as to form

Lester "Buzz" Porter, School District Attorney

Exhibit A
Compost Facility on Shorecrest High School Grounds



1 inch equals 300 feet



1999 Aerial Photography



December 11, 2002