



Receiving # 7141
 (obtain from City Clerk)

CONTRACT ROUTING FORM

DESCRIPTION	Originator:	Debbie Tarry	Routed by:	Heidi Costello
	Department/Division:	City Manager's Office	Date:	January 8, 2013
	Name of Consultant/Contractor:	Shoreline School District		
	CONTRACT TITLE:	Joint Use Agreement for Sunset School		

CONTRACT CONTENT	Type of Contract:	<input type="checkbox"/> (GR) Grants	<input checked="" type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	Bid/RFP Number:			
	Effective Date:			Completion Date:
	Has the original contract boilerplate language been modified?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
	If yes, specify which sections have been modified: Original document			
	Description of Services:	Addendum to Joint Use Agreement #1273 relating to the use of the Sunset School Site		

FINANCIAL DETAILS	Total Amount of Contract:			
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Are there sufficient funds in the current budget to cover this contract? <input type="radio"/> Yes <input type="radio"/> No			
	Remarks:			

FORMS	For Public Works/Small Works Contracts:	For Service Contracts:		
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Certificate of Insurance	
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input type="checkbox"/> W-9 Form	

SIGNATURE	Authorization Level:	City Manager		
	<input checked="" type="checkbox"/> 1. Project Manager	<u>DT 1/8/13</u>	<input checked="" type="checkbox"/> 6. City Council (if required)	January 7, 2013
	<input checked="" type="checkbox"/> 2. Risk Management/Budget	<u>IBM 1/11/13</u>	<input checked="" type="checkbox"/> 7. City Manager	<u>Heidi Costello 1/11/13</u>
	<input checked="" type="checkbox"/> 3. City Attorney	<u>SA 1/9/13</u>	<input checked="" type="checkbox"/> 8. City Clerk	<u>Ch 1/11/13</u>
	<input checked="" type="checkbox"/> 4. Consultant/Contractor		<input type="checkbox"/> 9. Originating Department	
	<input type="checkbox"/> 5. (click to select or overwrite)			



Memorandum

DATE: January 8, 2013

TO: Julie Underwood
Ian Sievers

FROM: Heidi Costello

RE: Addendum #7141 to Joint Use Agreement #1273 with the Shoreline
School
District

CC: Debbie Tarry

The City of Shoreline and the Shoreline School District have agreed to a joint operating use for the Sunset School Site, located at 17800 10th Avenue NW. This agreement has been approved by the City Council on January 7, 2013. This is addendum #7141 to the original Joint Use Agreement #1273 for schools, parks, tennis court, Shoreline Center, Shoreline Pool, etc. Copies of the Joint Use Agreement and any subsequent addendums to that agreement can be found in the City Clerk's Office.



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.

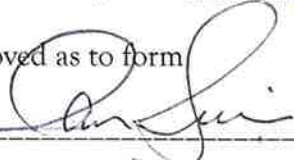
7. Facility Development

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: Julie Underwood
City Manager

Approved as to form
BY 
Printed Name/Title: Ian R. Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY 
Printed Name/Title: Susanne M. Walker, Superintendent

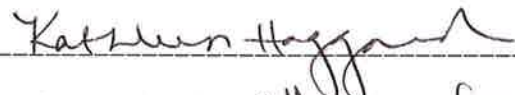
Approved as to form
BY 
Printed Name/Title: attorney for District

Exhibit A

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



