

Shoreline City Clerk

**Receiving #
1615**

I-01-013

**Shoreline School District
#412**



I-01-013

Contract # 1615 Addendum
(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

CONTRACT DESCRIPTION

Contract Originator: Wendy Barry

Department/Division: Parks, Recreation & Cultural Services

Date: 10-31-01

Type of Contract: (C) Building Construction (L) Lease Agreement (I) Intergov't Agreement
 (A) Addendum/Change Order (W) Public Works (O) Other
 (GR) Grants (S) Purchase of Services (all types)

CONTRACT TITLE: Addendum to the Joint Use Agreement Between Shoreline School district #412 and City of Shoreline

Brief Description of Services:

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

Original Agreement amended to include operation of the Spartan Gym

Bid/RFP Number: _____

Name of Consultant/Contractor Shoreline School District #412

Effective Date: _____

Termination Date: _____

*Indefinite
 Joint Use Agreement
 Agreement # 1273
 Dated: 8/29/00
 Termination Clause included
 in original Joint Use
 Agreement (12 Month Notice)*

Total Amount of Contract: 0
(including reimbursable expenses)

Org Key # & Object # NA
J/L # (if required) _____

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

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

Continued on Page Two Per Council Action on September 10, 2001.

SIGNATURE ROUTING:

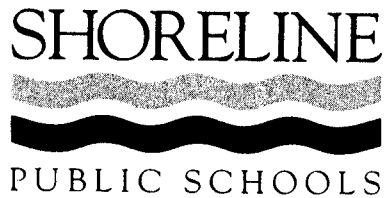
- 1. Project Manager/Director
- 2. Risk Mgmt/Budget
- 3. City Attorney
- 4. Send to Consultant for signature (only send contract documents)
- 5. City Council Approval (if required)

*Wendy Barry 11-1-01
 DT 11-13-01
 11/13
 9/10/01
 (mo/day/year)*

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

Date SB by GS 11/14/01

FILED
 NOV 14 2001
 CITY CLERK
 CITY OF SHORELINE



Board of Directors
Herb Bryce
Patti Giboney
Paul Grace
Judy Parsons
Steve Robinson

Dr. James M. Welsh
Superintendent
Secretary to the Board

October 15, 2001

Mr. Clarence Kwock
Chief Financial Officer
Shoreline School District:

Dear Mr. Kwock:

The Shoreline Board of Directors in its regular board meeting of September 17, in accordance with the recommendation of the superintendent, approved the addendum for the Spartan Gym to the Joint Use Agreement between the Shoreline School District and the City of Shoreline as presented.

You are hereby authorized to implement the action of the Shoreline Board of Directors. Copies of the addendum will be forwarded to the City of Shoreline to obtain their signature.

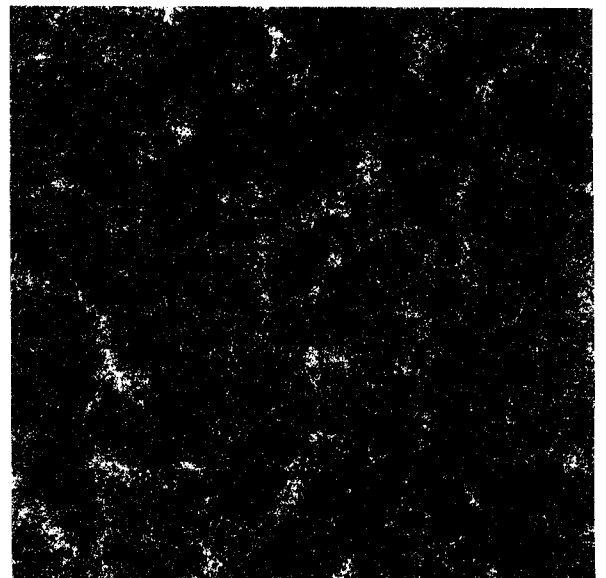
Sincerely,

A handwritten signature in cursive script that reads "James M. Welsh".

Dr. James M. Welsh, Secretary
Shoreline Board of Directors

dj

cc: Herb Bryce, President
Paul Lesh, Director of Athletics
Wendy Barry, City of Shoreline



ADDENDUM TO JOINT USE AGREEMENT

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CITY OF SHORELINE
Clerk's Receiving
No: <u>1615</u>
Date: <u>11/14/01</u>

SPARTAN GYM

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 8/29/00 ("Agreement"). This Addendum to that Agreement relates to Spartan Gym 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 Gym 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 Gym in May 2001. The Spartan Gym 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 Gym. It also includes a former locker room located on the north side of the gym that has been modified, but largely unimproved, that is being used for storage.

The remaining 4,000 square feet or 12% of the building is unimproved. This includes an old locker room on the south side of the gym that is vacant. The City's 2001-2005 Capital Improvement Program has \$650,000 included for investment in the Spartan Gym. The funds are targeted to renovate this 4,000 square foot area for multipurpose rooms and support areas that would compliment the gym and fitness rooms. Once this is completed, the City will oversee 80% of the building footprint for community recreation purposes. The City's program use of the facility is expected to expand with the added facilities.

In 2001, the school district and city staff members collaborated to develop a joint operations plan for the newly renovated Spartan Gym facility. This addendum is based upon the August 2001 Joint Operations Plan.

Addendum - Spartan Gym

Page 2 of 4

THE PARTIES AGREE AS FOLLOWS:**1. Facility Subject to Joint Use Agreement**

The Spartan Gym facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The Spartan Gym facility is a separate building located on the Shoreline Center campus.

2. Removal of Facility

The District does not currently need the Facility for a school building. However, pursuant to RCW 28A.355.040, the District may declare the **Spartan Gym facility** again needed for school purposes and thus remove this Facility from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this Facility from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City.

3. Option To Buy

If the District elects to sell any or all of the Facility during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the Facility at issue. The terms of any purchase by City pursuant to such election shall be as follows:

- (a) the purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) cash at closing;
- (c) closing within ninety (90) days of City's exercise of the option; and
- (d) insurable fee simple title.

4. Maintenance and Operations

The School District shall provide and pay for routine maintenance and repair of the interior and exterior of the Facility. The 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 School District will provide custodial services.

The City shall pay for all utilities beginning June 2001. The City shall reimburse the School District for utility payments made for June 2001 to the end of 2001 in three annual payments beginning January 2002.

Addendum - Spartan Gym

Page 3 of 4

The City will administer public recreation programs for the community. The City will provide supervision, scheduling, development and implementation of recreation programs, and collection and receipt of fees. The City shall operate this Facility, including facility additions developed under Section 6, in the same manner and to the same degree as other park and recreation facilities operated by the City. All fees collected by the City shall be retained by the City to offset its program expenses and utilities. The City and School District will review costs and use on an annual basis and make recommendations for modifications in cost sharing on a bi-annual basis.

The School District and City shall meet quarterly to develop the program schedule. The School District will generally have priority scheduling during regular school hours. 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 Gym during the school year.

6. Facility Development

The City commits to pay the District up to \$650,000 for additional improvements to the building for multi-purpose rooms and related support facilities. Reimbursement of any project costs in excess of this amount is subject to further approval of the Shoreline City Council.

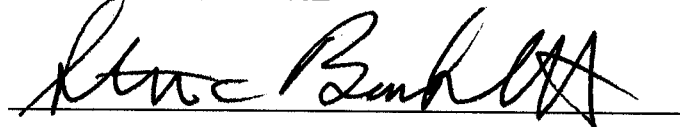
The City and District shall collaborate in the planning and design process for the additional improvements to the Facility. The plans, specifications and standards for the placement of all equipment, facilities and improvements at the Spartan Gym facility (whether permanent or temporary), and the type, 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.

The City will pay Shoreline School District for construction of improvements as progress payments are due and the direct costs of the District's Project Manager, not to exceed \$650,000.

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

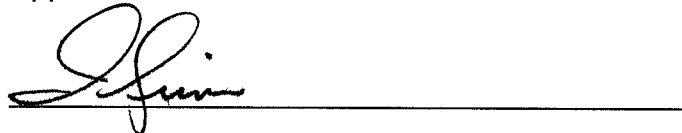
Dated: 11/14/01

CITY OF SHORELINE



Steven Burkett, City Manager

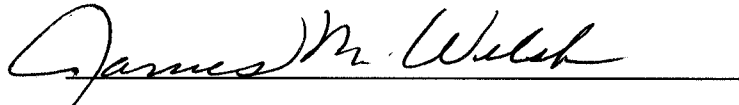
Approved as to form



Ian Sievers, City Attorney

Dated: 9/17/01

SHORELINE SCHOOL DISTRICT



Dr. James M. Welsh, Superintendent

Approved as to form

Lester "Buzz" Porter, School District Attorney

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

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