

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Agreement #: 07-A115	Subject: An Interlocal Agreement with Highline School District No. 401 for City Recreation Room at Bow Lake Elementary School.
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Term: 09/19/07 thru ongoing

Reference to: Mot. 2825 **Approved:** 09/11/07

Department/Contact: Parks and Recreation Department

	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
Amendments:				

Comments: _____

Bid List for Destruction: N/A

Retain this record until after: 10 years after date of termination

Date Reviewed by Deputy City Clerk: _____

Marcia Rugg

From: Kristina Gregg
Sent: Monday, December 10, 2007 9:41 AM
To: Marcia Rugg; Kit Ledbetter
Subject: FW: Bow Lake - Recreation Room

FYI.

Marcia, Please print a copy of this email for the agreement file.

Thanks,
Kristina

From: Mark Johnsen
Sent: Monday, December 10, 2007 9:40 AM
To: Kristina Gregg
Subject: RE: Bow Lake - Recreation Room

It does not have to be recorded in my opinion. City Clerk's can keep a copy on file and that should be fine.

Mark Johnsen
Senior Assistant City Attorney
City of SeaTac
206-973-4635

From: Kristina Gregg
Sent: Monday, December 10, 2007 9:33 AM
To: Mark Johnsen
Cc: Marcia Rugg
Subject: FW: Bow Lake - Recreation Room

Mark, please see below and let me know your thoughts.
Thanks,
Kristina

From: Kit Ledbetter
Sent: Friday, December 07, 2007 3:37 PM
To: Kitts, Katherine D; Marcia Rugg
Subject: RE: Bow Lake - Recreation Room

I am not sure who put in the requirement for the recording on the Bow Lake School agreement. I would like to propose that since our City clerks office will keep a copy that that satisfies the recording and leave it at that.

Kit Ledbetter
City of SeaTac
206.973.4671

From: Kitts, Katherine D [mailto:kittskd@HSD401.org]
Sent: Friday, December 07, 2007 9:38 AM

To: Kit Ledbetter
Cc: Kitts, Katherine D
Subject: Bow Lake - Recreation Room

Kit,

I checked with our legal counsel about recording the Bow Lake Recreation Room agreement and was told that it is not a recordable document. To record a document, it is necessary to have a legal description of the property/area, and this isn't applicable here.

The signed original that we sent to you should be acceptable. However, please let me know if you have any questions or comments.

Katherine Kitts

Executive Assistant - Facilities Services Department

Highline Public School District No. 401

Office: (206) 433-2501 or Fax: (206) 433-2147

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**INTERLOCAL AGREEMENT BETWEEN CITY OF SEATAC
AND HIGHLINE SCHOOL DISTRICT NO. 401**

for City Recreation Room at Bow Lake Elementary School

THIS INTERLOCAL AGREEMENT ("Agreement") made this 10 day of October, 2007, by and between the Highline School District No. 401 and the City of SeaTac, both municipal corporations under the laws of the State of Washington, hereinafter referred to as "District" and "City" respectively.

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best with geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, the District and the City have mutual interests in helping the community's they serve. Therefore it is incumbent upon the District and the City to develop a unified approach to serving the community's educational, recreational and child care needs and to cooperatively build and maintain facilities and grounds to foster community and neighborhood learning and vitality; and

WHEREAS, the City and the District have previously entered an Interlocal Agreement; and

WHEREAS, the City operates park and recreation programs and has identified a need for the City Recreation Room for before and after school child care programs; and

WHEREAS, the City and the District desire to enter into an agreement for the purpose of cooperatively developing a before and after school recreation room at Bow Lake Elementary School for Highline School District students K to 6th grades.

NOW, THEREFORE, the District and the City agree as follows:

1. PURPOSE AND PROJECT DEFINITION

1.1 The purpose of this agreement is to cooperatively develop a before and after school City Recreation Room (hereinafter referred to as "Recreation Room") at Bow Lake Elementary School (hereinafter referred to as "School") for Highline School District students K to 6th grades. The Recreation Room will be built as part of the reconstruction of the School, and will be located inside the School as shown in Exhibit A to this Agreement. The primary purpose of the Recreation Room will be for a child care program operated by the City (hereinafter referred to as "After School Program"), to take place before and after school, on teacher in-service days, and weekdays in which school is not in session (including holidays and school vacations). The After School Program

AGREEMENT NO. 07-A115

CITY OF SEATAC
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~~TIME:~~
CITY CLERK'S OFFICE

will be mainly for Bow Lake Elementary students but may also draw from Madrona and McMicken Heights Elementary Schools, or other SeaTac elementary schools. The District will undertake maintenance of the Recreation Room, and thereby facilitate its ongoing use by the After School Program.

1.2 This Agreement seeks to have the District and the City:

1.2.1 Encourage joint and cooperative ventures, including facility development and maintenance.

1.2.2 Establish procedures to encourage cooperative working relationships between District and City personnel at all levels.

1.2.3 Provide a safe environment for District students to be supervised before and after school and on teacher in-service days, holidays and summers.

2. LIMITATIONS ON CITY'S USE

2.1 The City may use the Recreation Room for recreational programming, including but not limited to the After School Program. The City may also authorize community use of the Recreation Room, so long as no use authorized by the City conflicts with School Board Policy or with the District's mission.

2.2 The City shall not use or permit the Recreation Room or any part thereof to be used in violation of any federal, state, county or municipal law, rule, regulation, or ordinance. No tobacco, alcohol or gun use shall be allowed anywhere on the site of the Bow Lake Elementary School at any time.

2.3 The City's use of the Recreation Room shall be conducted at times outside of normal school hours, unless authorized by the District. The City shall coordinate the use of the Recreation Room with the School Principal on an ongoing basis.

3. CONTRACT ADMINISTRATOR

3.1 Pursuant to RCW 39.34.030(4)(a), the District and the City hereby appoint a Contract Administrator who will be responsible for administering this Agreement, and at the direction of the parties, this Contract Administrator shall take such action as is necessary to ensure that this Agreement is implemented in accordance with its terms. The parties hereby designate the Executive Director of Facilities Services for the District and the Parks and Recreation Director for the City, as the Contract Administrators of this Agreement.

3.2 This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4), as provided in paragraph 3.1.

4. REAL AND PERSONAL PROPERTY

4.1 The District owns the real school property on which Bow Lake Elementary School is located, which is more particularly described on Exhibit B attached hereto and incorporated by this reference (hereinafter referred to as the "Property"). This Agreement does not contemplate the transfer of ownership of the Property nor to limit the District's ability to comply with its statutory obligations regarding the use and disposition of school property pursuant to Ch. 28A.335 RCW.

4.2 The parties do not intend, during the term of and pursuant to this Agreement, to jointly acquire or hold any property (real or personal) with regard to the Recreation Room.

4.3 By operation of this Agreement, the City acquires no ownership interest in and disclaims any such interest in the improvements constructed pursuant to this Agreement, which said improvements shall be the District's property.

4.4 The District will allow the City the exclusive use of the Recreation Room at no charge for the duration of the life of the building unless the District, after consultation with the City, deems the Recreation Room necessary for educational purposes. In the event that the District deems the Recreation Room necessary for educational purposes, the City will vacate use of the Recreation Room within 180 days after receiving written notice from the District.

4.5 Should the District require the City to vacate the Recreation room for any reason, the District shall compensate the City based on the following formula: $\$434,202.31 - ((\# \text{ of months occupied} / 468 \text{ months}) \times (\$434,202.31 \times 70\%)) - ((\# \text{ of months occupied} / 120 \text{ months}) \times (\$434,202.31 \times 30\%))$. Occupancy shall commence upon completion of construction.

5. OPERATION AND MAINTENANCE OBLIGATIONS

5.1 During the term of this Agreement, the District, in addition to any other provisions of this Agreement, shall:

5.1.1 Provide janitorial service and utilities for the Recreation Room at no cost, so long as the City provides at no cost to the District sports field maintenance and preparation at Valley Ridge Park for Tyee High School physical education classes and sports programs.

5.1.2 Provide the City with requests for reimbursement for expenses incurred by the District related to the repair of damage to the School caused by the City's use of the Recreation Room

5.1.3 Allow the after school program use of the gymnasium and playfields when not reserved by other groups and when school is not in session and except for periods of field maintenance or restoration, and use of other facilities upon mutual agreement of the City and the School Principal.

5.2 During the term of this Agreement, the City, in addition to any other provisions of this Agreement, shall:

5.2.1 Provide sports field maintenance and preparation at Valley Ridge Park for Tyee High School physical education and sports programs at no cost to the District, so long as the District provides at no cost to the City no cost janitorial service and utilities for the Recreation Room.

5.2.2 Reimburse the District for expenses incurred by the District related to the repair of damage to the School caused by the City's use of the Recreation Room

5.2.3 Pay for all furniture and staff necessary to operate the After School Program.

5.2.4 Have the right to charge fees to offset the costs to operate the After School Program.

5.2.5 Ensure that use of the Recreation Room does not interfere with the School's educational programs.

5.2.6 Provide the District with evidence of liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000 combined single limit per occurrence, and in the minimum amount of \$2,000,000 in the aggregate, Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence, and auto bodily injuries and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned and hired automobiles or coverage that reasonably informs the District of the dollar limit, kind of coverage, and effective date of coverage. Whenever allowed by the City's policy or other coverage, the District shall be named as an additional insured under such liability insurance or coverage.

6. ALTERATIONS AND IMPROVEMENTS

6.1 The City shall not make any alterations, additions or improvements to the City Recreation Room without the written consent of the District.

6.2 Any alterations, additions and improvements to the City Recreation Room made by or on behalf of the City, in accordance with this Section 6.1, shall become the property of the District upon installation.

7. EXPENDITURES TO BE REIMBURSED

7.1 Prior to August 15, 2007, the City shall pay the District \$434,202.31 (four hundred thirty four thousand two hundred two dollars and thirty-one cents) for the design and construction of the Recreation Room.

7.2 No loss or damage by fire or other casualty, resulting in either partial or total destruction of the City Recreation Room, shall operate to terminate this Agreement, to relieve or discharge the City from the payment of amounts collectible under this Agreement, or from the performance or fulfillment of any of the City's obligations or undertakings herein, unless the District elects to terminate because it determines, in its sole discretion, that the School or the Recreation Room will not be reconstructed. Should the District decide that the Recreation Room not be reconstructed, then said decision will be deemed the District's decision to have the City vacate the Recreation room, and the District shall compensate the City in accordance with paragraph 4.5 of this Agreement.

If the buildings or improvements on the City Recreation Room or any part thereof are at any time or times during the continuance of this Agreement damaged or destroyed by fire or other casualty, regardless of fault, the City shall share the costs of any expense for which the District is not required to hold insurance pursuant to this Agreement for the repair, reconstruction, and replacement of improvements upon the same general plans and dimensions as before the occurrence of each fire or other casualty in proportion to the City's funding of the construction of the City Recreation Room as provided by this Interlocal Agreement.

7.3 The District shall provide during the term of this Agreement adequate insurance of the School (including the Recreation Room), to insure against Fire or other casualty.

8. DURATION AND TERMINATION

8.1 The term of this Agreement shall commence as of the date this Agreement is recorded and last for the duration of the life of the building, PROVIDED, that the City's use of the Recreation Room is for a lawful purpose, and does not interfere with the conduct of the District's educational program and related activities. This Agreement shall take effect upon filing a copy thereof with the County Auditor in accordance with RCW 39.34.040.

8.2 Termination of this Agreement may be accomplished by mutual agreement of the parties. A party seeking to terminate this Agreement under this paragraph shall give the other party advance written notice of not less than sixty (60) days.

8.3 The District shall have the right to terminate this Agreement if the District elects to sell the tract upon which the School is located, or if the District elects to terminate due to casualty or destruction of the School. In either case, this will be deemed a decision by the District to have the City vacate the Recreation Room, and the District shall compensate the City in accordance with paragraph 4.5 of this Agreement.

8.4 In the event that the City fails to make reimbursements under this Agreement when due or otherwise breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation continues for a period of sixty (60) days after written notice of such violation, the District may, at its option, declare this Agreement forfeited and the term hereof ended. In the event of such a termination, the City's use of the Recreation Room shall cease.

9. MISCELLANEOUS

9.1 The District provides no and disclaims any and all expressed or implied warranties of any kind, including but not limited to the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.

9.2 The District and the City shall maintain records necessary to carry out the purposes of this Agreement in accordance with generally accepted accounting principles. Such records shall be available during normal working hours for the review of the respective parties, their accounting representatives or the State Auditor.

9.3 This Agreement and all questions concerning the capacity of the parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both parties and is not to be construed in favor of either party.

9.4 Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.

9.5 The parties are independent entities and nothing in this Agreement creates any agency relationship.

9.6 The District shall release, defend, indemnify and hold the City, and its officers, agents, employees, harmless from any and all claims, actions, suits, or damages arising out of any action or omission of the District arising from its use of the Recreation Room, including, without limitation, the actions of any third party authorized by the District to use the Recreation Room.

The City shall release, defend, indemnify and hold the District, and its officers, agents, employees, harmless from any and all claims, actions, suits, or damages arising out of any action or omission of the City arising from its use of the Recreation Room, including,


without limitation, the actions of any third party authorized by the City to use the Recreation Room.

9.7 Notwithstanding any other provision of this Agreement, the City shall be fully liable to the District for any damage to the Recreation Room by the City, its agents, employees or representatives and any other persons or entities' authorized by the City to use the Recreation Room by the City.

9.8 In the event of a dispute between the parties arising under this Agreement, the Director of Parks and Recreation of the City and the Director of Facilities Services of the District shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within sixty (60) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to said arbitration.

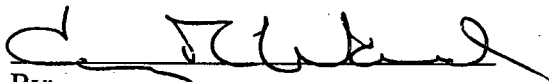
EXECUTED as of the date hereinabove set forth.

GRANTOR:
HIGHLINE SCHOOL DISTRICT NO. 401

By: 

Its: Superintendent

GRANTEE:
CITY OF SEATAC

By: 
By: Craig R. Ward, City Manager

Its: City Manager

9/19/07

Approved as to Form:



STATE OF WASHINGTON)

) ss.

COUNTY OF King)

On this 10th day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

John P. Welch, to me known to be the person who signed as Superintendent of Highline School District No. 401, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Wanda R. Skoog
Print Name: Wanda R. Skoog
Notary Public in and for the State of Washington,
residing at Burien
My commission expires: 2-28-09

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

On this 19th day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Craig R. Ward, to me known to be the person who signed as City Manager of City of SeaTac, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Robby L. Sanchez
Print Name: Robby L. Sanchez
Notary Public in and for the State of Washington,
residing at Seattle, WA
My commission expires: 11/19/08