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JUN 25 1985

Executive Offices

DEVELOPMENT/OPERATION AGREEMENT
MEADOWDALE PLAYFIELD SITE

WHEREAS, each of the subscribed signatories hereto is a public agency as defined by RCW Chapter 39.34;

WHEREAS, each of the subscribed signatories desire and agree to enter into a joint action and to cooperate with each other for the purpose of developing, operating, maintaining, and scheduling a recreation site; and;

WHEREAS, Edmonds School District No. 15 owns approximately twenty five (25) acres located at 66th Avenue West and 168th Street S.W., and has indicated said acres to be called "Meadowdale Playfield Site," and

WHEREAS, the Cities of Edmonds and Lynnwood, Snohomish County, and Edmonds School District No. 15 have identified a need for parks and recreation sites that will accord best with geographic, economic, population, and other factors influencing the development of the local communities, and;

WHEREAS; Edmonds School District has identified the need for additional athletic fields in this area to enhance the District's educational program;

NOW THEREFORE, the parties do agree as follows:

1. The Edmonds School District No. 15 agrees to make the property available for development by the agencies identified in this Agreement for consideration of use of the fields for school district-sponsored educational activities. The Cities of Lynnwood, Edmonds, and Snohomish County intend to establish the responsibility of each party to this agreement for the development, operation, maintenance, and scheduling of the recreation site.

2. The drawing dated March, 1985, entitled "Master Plan," adopted by the Councils of Lynnwood and Edmonds, Snohomish County's Parks and Recreation Advisory Board and County Council, and Edmonds School District No. 15, is hereby made a part of this Agreement. The plan outlines development on the twenty five-acre site and considers future developments and scheduling of adjacent School District property: Meadowdale Elementary, Meadowdale Middle School, and Meadowdale High School.

3. The Cities, County and School District agree that no call for bids will be authorized for each phase of the construction until such

time as all agencies have approved the final plans, specifications and cost estimate for each phase. Also that no award of a construction contract shall be made until approved by all agencies.

4. The Cities, County, or School District may propose additional development plans for the recreation site after first consulting with the other parties to this Agreement concerning the feasibility of such development. The costs of preparing such development plans will be borne entirely by the initiating agency unless a written agreement to share such costs is approved by all parties prior to the incurring of any costs. Development plans for the recreation site shall be first approved by the other agencies prior to initiating construction, improvement or installation. The preparation of proposed development plans does not obligate the initiating agency to proceed with construction.

5. The Cities shall bear the costs of construction. Snohomish County will contribute \$150,000 in 1984/85 and additional amounts, as is later determined. The Cities of Lynnwood and Edmonds will each contribute \$120,000 per year for five years for construction of the project.

6. The City of Lynnwood will serve as the construction agent for the purpose of initially incurring all expenses for all elements of the construction of the joint facility, including but not limited to architect and engineering fees, site development/construction fees, Washington State sales tax, etc.

The Parks and Recreation Director of Lynnwood will act as the Construction Administrator. The Edmonds Parks and Recreation Director will act as a Construction Administrator in the absence of the Lynnwood Parks and Recreation Director.

7. The City of Lynnwood shall bill the City of Edmonds and Snohomish County for their share of the project costs in accordance with the amounts listed in Section 5. Lynnwood shall keep appropriate books and accounts covering all construction related costs for review or audit by the agencies.

8. The Cities will share equally the costs and responsibility of maintenance, and divide the maintenance and operation responsibility as each phase of the project is completed. The Cities will each account for the costs of maintenance and operation of the playfields and adjust responsibilities annually if they are not equal. The School District will pay for the costs of field preparation for the District's use. A detailed maintenance agreement will be developed after the final master plan is accepted by all cities and an agreement is reached on the phases of the project's development.

9. If it is prudent to close or reduce scheduled use of a field because of severe adverse weather conditions or other unforeseen causes, the agencies involved shall confer and agree concerning reduced use.

10. If the Cities' Parks and Recreation Departments and the District's representative are unable to come to an agreement in the administration of this Agreement and/or any dispute involving this Agreement, including payment of assessments or making good on maintenance agreements, the matter shall be referred to the Cities' Mayors and the District's Superintendent for resolution. Should agreement not be reached among the Mayors and the Superintendent, the Cities and the District will each appoint an arbitrator at their respective expense. The three arbitrators will be given a designated time to arrive at a decision which shall be binding on all parties.

11. At least once a year, or upon written request of any party, this Agreement shall be reviewed by all parties' representatives for the purpose of reconsidering the equitable distribution of the responsibilities of each party. Recommendations for amendments shall be made to the Cities' Mayors and the District's Superintendent and presented to the Cities' Councils and the School Board for approval.

12. The Cities and the District, but not the County, shall indemnify and hold harmless each of the other parties including the County, to this Agreement and their respective officers, agents and employees, from any and all loss, damage, liability or expense, including expense of litigation, resulting from any actual or alleged injury to any person or firm or to such person or firm's property, caused by or resulting from any act or omission of the party which constructs, maintains, or designs any facility or from any act or omission which occurs as a result of the use of any area or facility by the party or its guest or invitee. It is the intent of the parties that each party bear, and indemnify the other parties, from all claims, costs or loss which relate to that particular party's use, the use of its guests or invitees and the party's design, construction, or maintenance of any area or facility. Joint use, design, construction or maintenance shall result in indemnification by such parties of all parties not participating in such joint use, design, construction or maintenance. Participation by any party by the payment of funds alone under this Agreement shall not be "used" for the purposes of this paragraph. It is the stated intent of the parties that the County's liability under this contract be limited to the amount of its monetary contribution and that the County shall be liable for no other cost, charge, claim or liability of any kind.

13. The Cities and the District shall agree on a set of policies

for use of the facilities. Attached in Appendix "A" are policies and procedures for the fields.

14. Each agency, in the use of the areas and facilities shall be responsible for the damage caused by the acts of its officers, agents, employees, guests, invitees, or visitors that use the facilities, not to include normal wear and tear. The costs or repairs or replacement due to vandalism will be shared equally by the Cities.

15. The Cities may assess and collect fees from participants for any activity held on the site. Edmonds and Lynnwood will agree on a schedule of fees and charges annually.

16. The Cities or District will furnish and supply all expendable materials necessary for carrying on their activity at the facility.

17. Scheduling procedures:

A. The Cities will jointly schedule use of the site with each agency receiving equal time for scheduling community programs. Schedules will be coordinated to assure maximum use of the facility.

B. Scheduling will be based on three seasonal time periods, i.e., Winter - January through March; Spring/Summer - April - August; and Fall - September through December.

C. School District programs will receive priority use of the site during the normal school year (September through May), up to 6:00 p.m., Monday through Friday. Scheduling of school programs after 6:00 p.m. will be coordinated with other community programs.

D. Actual scheduling procedures, i.e., field use applications, rental fees, scheduling dates, supervision of activities, group priorities, etc., will be jointly developed and coordinated by staff from both Cities.

E. The District will not pay field rental fees for its use of the facilities for educational purposes. The District will be assessed for field lighting costs and field preparation done by the Cities' maintenance crews (lining, dragging, placement of bases, etc.).

F. The Cities and the District will maintain records that will

make clear the lines of responsibility and liability of the scheduling agencies.

18. This Agreement shall be in effect for forty (40) years from this date or until terminated by a majority vote of the parties, except as provided for in 18.c., or mutually amended in writing in the same manner as this agreement was executed.

a. Should either of the Cities or the County unilaterally wish to withdraw from this Agreement, they shall do so only after having given the other parties written notice of intent to terminate at least one hundred eighty (180) days prior to such action.

b. Unilateral withdrawal from this Agreement gives the withdrawing party no rights to recover any portion of its investment in the site or to use any portion of the site. Ownership of any improvement other than portable equipment items shall be vested in the District subject to such rights as shall be agreed upon in writing prior to the initiation of such improvements.

c. If the District terminates this Agreement before its full term, the District will give the Cities and the County one hundred eighty (180) days notice of its intent and will reimburse the Cities and the County for the amortized value of the development costs and costs of improvements. Value shall be calculated by using the formula:

Years Agreement in Force

40

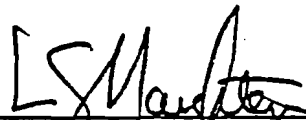
X Replacement Value of All project costs at the time of termination.

19. If a negative Declaration for Environmental Impacts is not approved, and conditions or mitigations are imposed in accordance with the State Environmental Protection Act that would impose greatly increased costs not anticipated by this Agreement, any party may withdraw from this Agreement without penalty.

20. If any action, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining portions of this Agreement. This Agreement shall be filed with the City Clerks, Snohomish County Auditor, and the Secretary of State.

DATED this 5th day of June 1985..

CITY OF EDMONDS:



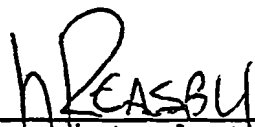
Mayor of Edmonds

CITY OF LYNNWOOD:

 4-18-85


Mayor of Lynnwood

EDMONDS SCHOOL DISTRICT NO. 15


 4/19/85

Superintendent of Schools

SNOHOMISH COUNTY:
THOMAS G. CARLSON
DEPUTY EXECUTIVE



County Executive JUN 5 1985

Approved as to form


MEADOWDALE PLAY FIELDS
FACILITY USE REGULATIONS
JANUARY, 1985

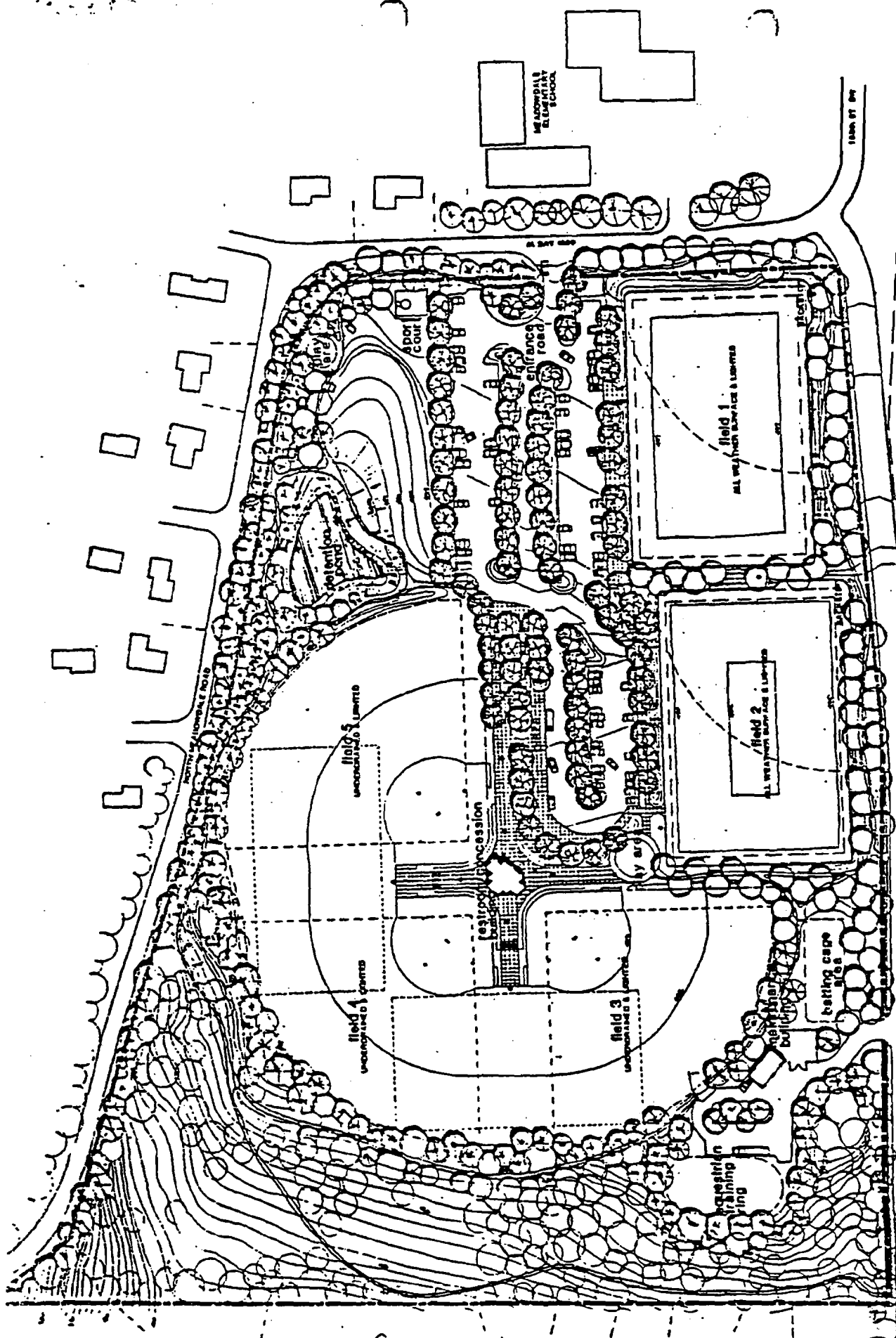
1. Alcoholic beverages and drugs are prohibited at the complex, and smoking is prohibited on the playing fields.
2. No golfing is permitted on the site unless approved by the Parks and Recreation Department.
3. Motorized vehicles are to be parked only in designated parking areas and are prohibited on the fields.
4. Pets must be on leash at all times except as may be permitted for special events approved by the Parks and Recreation Department.
5. No person shall engage in the sale of merchandise or services or operate a concession without approval of the Parks and Recreation Department.
6. No person shall mutilate, deface, or damage any facility improvements. All litter shall be disposed of in designated receptacles.
7. Youth organizations will not be permitted to utilize the facilities without adequate adult supervision at all times.
8. All organizations, groups, and/or individuals utilizing the facilities must leave them in satisfactory condition. Failure to do so will result in additional maintenance costs charged to the organization, group, or individuals responsible for additional clean-up.
9. The Parks and Recreation Department reserves the right to cancel any facility use permit for just cause or to amend the procedures set forth in this document at any time.
10. The Parks and Recreation Department is not responsible for accidents, injuries, or loss of property.
11. Misuse of park facilities or failure to conform with these regulations will be sufficient grounds for immediate permit suspension and/or denial of future applications.
12. The groups using the facilities agree to hold harmless the cities of Edmonds and Lynnwood, Edmonds School District, and Snohomish County from and against any and all claims for damages resulting from death, personal injury, or property loss or damage suffered or claimed to have been suffered by any person whatsoever and arising out of any act or omission of an applicant and/or its agents during use of facilities.
13. Umpires and/or referees shall be the final authority for governing behavior during scheduled activities.

MEADOWDALE PLAY FIELDS FACILITY USE REGULATIONS

Page 2

14. Anyone whose action jeopardizes safety or engages in abusive or belligerent behavior will be disqualified from play and barred from the facility.
15. The Facility Supervisor is responsible for the total operation of the complex and makes the final decisions regarding facility use.

MD/kw
0829R



MEADOWDALE

PLAYFIELD SITE
MASTER PLAN

FEBRUARY 1985



BRUCE DEES & ASSOCIATES
 Landscape Architecture • Urban Design
 Site Planning • Recreation Facilities Design

MEADOWDALE PLAYFIELD OPERATION AND MAINTENANCE AGREEMENT

WHEREAS, the cities of Edmonds and Lynnwood, Snohomish County, and Edmonds School District No. 15 have jointly developed a site known as the Meadowdale Playfield site pursuant to a Development and Operations Agreement dated June 5, 1985;

WHEREAS, paragraph 8 of such agreement provides in part that ". . . the cities will share equally the costs and responsibilities of maintenance and each account for the cost of maintenance and operation of the playfields and adjust responsibilities annually if they are not equal. The School District will pay for the cost of field preparation for the District's use. A detailed maintenance agreement will be developed after the final master plan is accepted by all cities and an agreement is reached on the phases of the project's development"; and

WHEREAS, the parties wish to provide for a more permanent basis of operation and maintenance responsibility. NOW, THEREFORE,

In consideration of the mutual benefits to be derived and the promises set forth herein, the City of Lynnwood, Washington (hereinafter "Lynnwood"), and the City of Edmonds, Washington (hereinafter "Edmonds"), do hereby enter into the following agreement under the terms and conditions herein set forth:

1. Term of Agreement. This agreement shall run from year to year with annual amendments by the parties as herein set forth. Its initial term shall be for the budget year January 1,

1991, through December 31, 1991. It shall be automatically renewed unless the underlying Development and Operations Agreement is terminated by the parties.

2. Managing Agency. Lynnwood is hereby designated as the managing agency and shall incur all costs associated with the normal operation and maintenance of the joint facility subject to appropriate reimbursement from the other parties as herein provided.

3. Billing. The City of Lynnwood shall provide a detailed billing statement of the net costs and maintenance operation of the joint facility to the City of Edmonds on a quarterly basis. The School District shall pay the cost of field preparation for District use.

The following estimated costs of such operation and maintenance shall be established annually as provided below in paragraph 4. Such estimated costs shall not be conceded on a quarterly basis without the express written consent of the other parties.

3.1. Upon receipt the parties shall have twenty (20) working days to review said bills and tender payment.

3.2. In the event of dispute regarding the amount or appropriateness of any charge, the affected party shall notify Lynnwood in writing by depositing same in the U.S. mail addressed in care of the City Clerk, City of Lynnwood, Lynnwood, Washington, within the twenty (20) day review period and shall pay any amount not in dispute within said period.

3.3. The parties shall attempt to first resolve the issue between themselves. If they are unable to resolve the dispute within thirty (30) days of the mailing of the notice of dispute, the parties shall submit the matter to binding arbitration before an arbitrator to be mutually agreed upon. The cost of arbitration shall be born equally between the parties; provided, however, that either party may refuse to submit to arbitration any charge or cost alleged to be prohibited by law or the Constitution of the State of Washington or the United States of America.

4. Annual Estimates. Lynnwood shall submit annually on or before September 15 of each year the estimated maintenance and operation costs for the full following budget year. The cost shall reflect complete maintenance and field preparation for fields 1, 2, 3, 4 and 5 as well as the anticipated electrical and other utility charges necessary to light all fields and otherwise provide for the operation of the complex. Such information shall be submitted by that date in order to be reviewed as a part of the normal budget process. The maintenance charges shall be deemed incorporated into this operation and maintenance responsibility when such estimate of charges is attached hereto as approved by the City Council of the affected party through the budget process. Upon such attachment, this Agreement shall be deemed to be renewed for an additional year.

5. Accounting Procedures. Lynnwood shall keep appropriate books and accounts covering the operation and maintenance for review or audit by a paying party. A separate accounting shall

be maintained for all revenue collected from the complex and fully credited to each city's or other party's operating and maintenance account.

6. Insurance. Lynnwood shall provide the necessary property insurance required for adequate protection of the facility and naming Edmonds as an additional named insured. The deductible applicable to all claims shall be \$1,000.00 per occurrence unless otherwise agreed upon by the parties.

7. Interpretation and Incorporation. The prior agreement between the parties dated June 5, 1985, is hereby incorporated by this reference as fully as if herein set forth. Such agreement shall remain in full force and effect and shall govern the interpretation of the provisions of this Agreement. Also to be utilized in any interpretation of this Agreement is the "Master Plan" adopted by the parties and dated March 1985.

8. Normal Operation and Maintenance. Normal operation and maintenance of the facility shall include the following items:

8.1. Operation.

8.1.1. Receiving and processing of use request forms, collection of fees and original scheduling of approved activities in accordance with the provisions of the original agreement.

8.1.2. Set up and supervision of all scheduled activities.

8.1.3. Organization, coordination, and supervision of the concession stand operation.

8.1.4. Purchase of required operating materials including but not limited to soccer nets, bases, field lining material, and other similar and normal operational materials.

8.1.5. Payment of all utility charges including but not limited to electric, water, sewer, garbage, telephone, alarm and monitoring.

8.2. Maintenance.

8.2.1. Purchase of all materials required for the normal maintenance of the facility including but not limited to restroom supplies, garbage bags, fertilizers, seed, sand, soils, bark, chemicals, irrigation supplies and lighting supplies.

8.2.2. Purchase of all equipment and tools required for normal maintenance of the facility including but not limited to tractor and trailer, field liner, drags, and hand tools.

8.2.3. Mowing, trimming, aerating, verti cutting, top dressing, seeding, fertilizing and weed control of all turf areas.

8.2.4. Maintenance of the control building (including restrooms, storage and office areas).

8.2.5. Programming and maintenance of the automated irrigation system throughout the facility.

8.2.6. Collection and disposal of all litter.

8.2.7. Cleaning and maintenance of parking lots, walkways, hard court surface area and bleachers.

8.2.8. Repair of items damaged by vandals or other misuse.

8.2.9. Performing such other normal operation and maintenance duties as are normally required in the operation of this facility whether or not listed above.

9. Estimated Annual Charge. The total estimated annual charge for the Meadowdale facility for each and every budget year shall be attached to this Agreement as an exhibit and upon attachment shall be incorporated as fully as if herein set forth. The total estimated cost for the facility for 1991 is \$65,800 for operations and maintenance. The cost for any year or any calendar quarter shall not exceed 110% of the original estimate for such period without the prior written approval of the City Councils of Lynnwood and Edmonds.

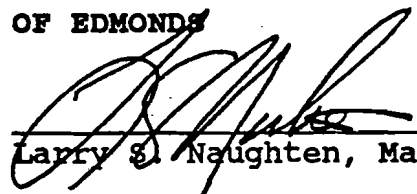
10. Revenues. The revenue from the facility shall include field rental fees and the concession operation. Such revenue shall be shared equally by Edmonds and Lynnwood. Each city shall collect revenue from their own league activities and may, at the option of each City, permit such monies to be credited against their obligations under this Agreement.

11. Integration; Termination. This Agreement shall be integrated with and interpreted in accordance with the development/operation agreement for the Meadowdale Playfield of June 5, 1985, and may be terminated only in accordance with the termination provisions set forth in that agreement.

DONE this 2 day of January, 1996.

CITY OF EDMONDS

By:


Larry S. Naughten, Mayor

ATTEST/AUTHENTICATED:

Jacqueline G. Parrett
Jacqueline G. Parrett, City Clerk
1-2-91

Approved as to form:

W. Sust. Sny
City Attorney

CITY OF LYNNWOOD

By: M. J. Hrdlicka
M. J. Hrdlicka, Mayor

ATTEST/AUTHENTICATED:

Robert W. Noack
Robert W. Noack, City Clerk

Approved as to form:

R. Noack
City Attorney

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MEADOWDALE PLAYFIELDS
1991 Estimated Maintenance and Operation Costs

The following estimated cost covers maintenance and operation of the facility for the full year. Costs reflect complete maintenance and field preparation for all fields.

Totals include labor, materials and equipment rental costs.

1. Turf Maintenance	
a. Mowing	\$6,800
b. Aerating, verticutting, top dressing seeding, etc.	1,700
c. Fertilizing and weed control	3,900
2. Irrigation Control and Repair	1,800
3. Building Maintenance Daily Maintenance, Repairs, Telephone Alarm Monitoring	1,750
4. Litter Control and General Clean-up	5,250
5. Sand Field Maintenance	2,000
6. General Site Maintenance Pruning, Play Equipment, Storm Drains Holding Ponds, Leaves, Landscape Materials and Fence Repairs.	2,800
7. Field Preparation and Facility Monitoring Year-Round for all fields.	22,200
8. Water, Sewer and Electricity	11,129
a. Sewer reflects a 5% increase	
b. Water reflects a 8% increase	
9. Insurance	6,000
10. Administrative Costs	<u>500</u>

**TOTAL ESTIMATED
 COST FOR 1991 \$65,800**

Edmonds Share 32,900
 Lynnwood Share 32,900

APPENDIX B

Meadowdale Playfields
Operation and Maintenance Responsibilities

In accordance with Item #8 of the Development/Operation Agreement, the following provisions are set forth to designate the operation and maintenance responsibilities for the period January 1, 1989, to December 31, 1989.

1. The City of Lynnwood is designated as the managing agency for 1989 and as such is to incur all costs associated with the normal operation and maintenance of the joint facility subject to appropriate reimbursement from the City of Edmonds.
2. Billing. The City of Lynnwood shall provide a detailed billing of the net costs of maintenance and operation of the joint facility to the City of Edmonds on a quarterly basis.
 - 2.1. The City of Edmonds shall have twenty (20) working days to review said bills and tender payment.
 - 2.2. In the event of dispute regarding the amount or appropriateness of any charge, the City of Edmonds shall notify the City of Lynnwood in writing by depositing same in the U.S. mail within the twenty (20) day review period and shall pay any amount not in dispute within said period.
 - 2.3. The parties shall attempt to first resolve said dispute between themselves. If they are unable to resolve the dispute within thirty (30) days of the mailing of the notice of dispute, the parties shall submit the matter to binding arbitration before an arbiter to be mutually agreed upon. The costs of such arbitration shall be borne equally between the parties; provided, however, that either party may refuse to submit to arbitration any charge or cost alleged to be prohibited by law or the Constitution.
3. The City of Lynnwood shall keep appropriate books and accounts covering operating and maintenance costs for review or audit by the City of Edmonds. A separate accounting shall be maintained for all revenue collected from the complex and equally credited to each city's operating and maintenance costs.
4. The City of Lynnwood shall provide the necessary property insurance required for adequate coverage of the facility and name the City of Edmonds as an additional insured. Deductible applicable to all claims shall be \$1,000.00 each occurrence unless otherwise agreed upon by the cities. Item #2 of the original agreement addresses liability conditions for the facility.
5. Normal operation and maintenance of the facility will include the following items:

Operation

- A. Receiving and processing of use request forms, collection of fees and actual scheduling of approved activities as in accordance with Item #17 of the original agreement.

*Superseded #891
which expired 12-31-88*

*# 879
1-1-89 to 12-31-89
11-5*

Meadowdale Playfields
Operation and Maintenance Responsibilities
Page 2

- B. Set-up and supervision of all scheduled activities.
- C. Organization, coordination, and supervision of the concession stand operation.
- D. Purchase of required operating materials, i.e., soccer nets, bases, field lining material, etc.
- E. Payment of all utility charges, i.e., electricity, water, sewer, garbage, telephone, alarm monitoring, etc.

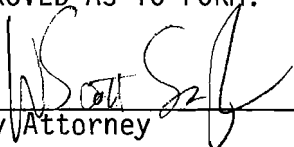
Maintenance

- A. Purchase of all materials required for the normal maintenance of the facility, i.e., rest room supplies, garbage bags, fertilizers, seed, sand, soils, bark, chemicals, irrigation supplies, lighting supplies, etc.
 - B. Purchase of all equipment and tools required for the normal maintenance of the facility, i.e., tractor and trailer, field liner, drags, hand tools, etc.
 - C. Mowing, trimming, aerating, verticutting, top dressing, seeding, fertilizing, and weed control of all turf areas.
 - D. Maintenance of the control building (rest rooms, storage, and office areas, etc.).
 - E. Programming and maintenance of the automated irrigation system throughout the facility.
 - F. Collection and disposal of all litter.
 - G. Cleaning and maintenance of parking lots, walkways, hard court surface areas, and bleachers.
 - H. Repair items damaged by vandals.
 - I. Perform other normal operation and maintenance duties not listed above that are required.
6. The net maintenance and operation costs for 1989 shall not exceed \$60,000 (10% contingency) without prior approval of the City Councils of Lynnwood and Edmonds.

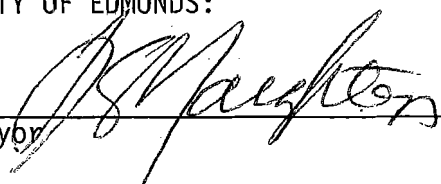
Meadowdale Playfields
Operation and Maintenance Responsibilities
Page 3

7. The field rental fees and concession stand revenue will be shared equally by Edmonds and Lynnwood. Each City will collect revenue from its own league activities.

APPROVED AS TO FORM:


City Attorney 3/7/89
Date

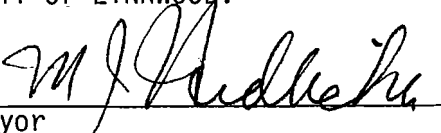
CITY OF EDMONDS:


Mayor 3/7/89
Date

APPROVED AS TO FORM:


City Attorney 3/28/89
Date

CITY OF LYNNWOOD:


Mayor 3/17
Date