

REC NO. 34490  
CITY OF BELLEVUE  
DATE 9/16/03  
M. TOMNOW  
CITY CLERK'S OFFICE  
000 FILE # 04-179  
025 6899

**CITY OF BELLEVUE**  
**Bellevue School District And City Of Bellevue**  
**Interlocal Agreement For**  
**FIELD SCHEDULING and JOINT USE OF DISTRICT ATHLETIC FIELDS**  
**During Non-School Times**

This Agreement is made and entered into this 2nd day of September, 2003, by and between Bellevue School District No. 405 (hereinafter referred to as the "District"), a municipal corporation and subdivision of the State of Washington, and the City of Bellevue (hereinafter referred to as the "City"), a municipal corporation. This Agreement supports the City management and scheduling of all District athletic fields when not needed for school-related or school-sponsored activities or programs. The four high school stadium fields are not managed or scheduled by the City of Bellevue.

**WITNESSETH:**

WHEREAS, the governing bodies are mutually interested in supporting adequate programs for the community in the areas of athletics, recreation and education; and

WHEREAS, the governing bodies of the City and the District are authorized pursuant to RCW 39.34 to enter into agreements with each other and to do any and all things necessary to meet the respective obligations of their agencies; and

WHEREAS, the City has established the Department of Parks & Community Services (hereinafter referred to as the "Department") to be responsible for carrying out the purposes of community athletic and recreation programs; and

WHEREAS, the District is responsible for the public education of the students in the community, including physical education and other activities related to educational programs; and

WHEREAS, the City and the District are stewards of nearly 2000 acres of public land in the Bellevue area; and because it is in the interest of the community and of both the City and the District to provide the best service possible to meet their respective obligations with the least possible expenditure of public funds, cooperation between the City and the District will benefit both entities; and

WHEREAS, the City and the District have recognized over many years that through cooperation these publicly-held lands can be used to meet broader community needs for education, recreation and open space than either entity could provide separately; and

WHEREAS, the City has concluded, through the Sportsfield Analysis conducted in 1996, that there are sufficient field sites within the City and District to meet the needs of the athletic community if such lands were easily accessible and have appropriate playing surface and configuration for multi-use of the playing fields for District, City, and community use; and

WHEREAS, the City and the District are mutually interested by means of this Agreement in improving the existing conditions of certain District athletic fields in order to expand the use of the athletic fields and to provide recreational and athletic space for the students at the school and

### **Section 1 – Intent of Agreement**

- a. The parties agree that the district-owned properties and facilities are intended primarily for school purposes and the benefit of individuals of school age. First priority for the use of Highland Middle School athletic fields will be given to District programs.
- b. The parties agree that during the time period covered by the Agreement, the athletic fields are intended to be used jointly for the school and community recreation purposes for the benefit of District students, the District, and the City at large.
- c. The parties agree that in planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and adequately protected.

### **Section 2 – Scope of Agreement**

The District will design, construct, and contribute \$150,000 toward field improvements at this facility. The City will reimburse the District for design and construction costs and operate, schedule use, and provide maintenance for the lower athletic field improvements for Highland Middle School, indicated in Attachment A. Sportsfield improvements include the construction of one baseball field with a soccer field overlay. Community use of the soccer/football field will be scheduled year-round and community use of the baseball fields will be scheduled March 1 through September 30, following the schedule under Section 5. The City and the District will share in the project costs as agreed to under Section 3. The City will be responsible for project management as agreed to under Section 4.

### **Section 3 – Development, Construction, and Financial Responsibilities**

#### ***The City shall:***

- a. Review, comment, and approve construction documents at fifty percent (50%), ninety percent (90%) and one hundred percent (100%).
- b. Reimburse the District for all project costs related to improvements of the athletic fields minus \$150,00.00 for the District contribution toward field development cost.
- c. Reimburse the District for construction work as per the contractor payment schedule as described in the construction documents. Payments to the District will be subject to the City of Bellevue purchasing Division requirements and timetable.
- d. Furnish and supply all materials necessary for carrying out City programs including bases, whitening and Diamond Dry.
- e. Provide design phase project management for one renovated baseball field with soccer overlay and related improvements.

#### ***The District shall:***

- a. Administer engineering consultant contract for the entire facility to produce the construction documents for one baseball field with soccer overlay, including related improvements.
- b. Be responsible for all project costs related to improvements of the athletic fields, except as defined under City responsibilities under this section.

- c. Provide for City review, comment, and approval of construction documents at fifty percent (50%), ninety percent (90%) and one hundred percent (100%).
- d. Advertise the Project for bid and administer the construction Contract.
- e. Obtain City approval of the successful bid prior to awarding the Contract.
- f. Provide all convenient and necessary easements for the utilities, ingress and egress.
- g. Obtain City approval for facility change orders, when required.
- h. Obtain City approval prior to acceptance of construction facility.
- i. Provide water and electricity to the lower field facility for an automatic irrigation system.
- j. Furnish and supply all materials necessary for carrying out District programs including bases, whitening, and Diamond Dry.

**Section 4 – Project Management**

The City and the District shall each assign a project manager to coordinate construction activity and to provide an ongoing communication link to deal with any District or community problems that may arise related to the construction. Each party shall be responsible for its own project management costs.

***The City Shall:***

- a. Provide design phase project management for the baseball field with soccer field overlay and related improvements.
- b. Provide project management assistance for all new construction.
- c. Manage all neighborhood issues and be the primary contact for the project.
- d. Review and approve the construction contractor.
- e. Share facility construction observation responsibilities with the District.
- f. Inspect construction and provide final approval of contract prior to District facility acceptance.
- g. Provide maintenance of all City funded field improvements, including a five-foot buffer area around the perimeter of the athletic field area per Attachment A.

***The District Shall:***

- a. Assist with SEPA review and grant agency status to the City.
- b. Review and approve the City improvements to the athletic fields.
- c. Review and approve location and placement of City equipment and permanent improvements.
- d. Share facility construction observation responsibilities with the City.
- e. Inspect construction and provide final approval of Contract prior to facility acceptance.

### **Section 5 – Scheduling and Use**

- a. The city shall act as scheduling coordinator for the Highland Middle School sportsfields. Community use of the athletic fields will be year round. The District will coordinate with the City regarding site closures for District summer maintenance work per Attachment C.
- b. The athletic field facility will be available for District use except during the “Typical Non-School” scheduled times listed on Attachment B. All other times, the City may schedule and operate the lower fields as agreed to in Attachment B. For the purposes of this Agreement, the “Middle School” portion of Attachment B will control.

### **Section 6 – Security**

- a. The District shall provide general site security for the athletic fields to the same extent it does for all District facilities.
- b. Security, parking control, and crowd control are the responsibilities of the user of the property. The users shall assure the City that all vehicles are kept off the athletic fields and way from other unauthorized places and that the user shall ensure that good order is maintained at all times. The user shall also certify in writing to the City, through the City’s Scheduling Office, that his/her group will comply with all the District’s policies which prohibit tobacco, smoking, alcoholic beverages, and weapons on all District property. The user assumes full responsibility for the conduct of persons involved in the party’s activity or who are on the property with the consent of, at its invitation, or as a result of his/her group’s activities. Such responsibility also includes cost or repair to or replacement of property damaged or destroyed by the act or omissions of the user, it’s agents, or invitee. Groups who choose to sublet fields for which they are scheduled will be held accountable for acts and omissions described in this paragraph.
- c. The District shall ensure access to community users on District fields scheduled through the City’s Scheduling Office during typical non-school times as defined in Attachment B.

### **Section 7 – Sanitation, Cleanup, and Maintenance**

- a. In the interest of ensuring that appropriate safety and health conditions remain equitable and available to all school field sites, the City will provide a portable toilet facility and service at Highland Middle School Sport field.
- b. It is also in the interest of the City and the District to effectively control litter and garbage at Highland Middle School field in order to maintain appropriate sanitary conditions. Litter and garbage cleanup are the responsibilities of the District, the City, and the sport field user groups. The City and the District will work to educate sport field user groups of their responsibilities. Sport field user groups will be asked to manage trash and litter to ensure that fields are left clean immediately after each use including depositing litter in appropriate containers after each game. When trash receptacles are full, users will be asked to either empty receptacles into dumpsters where available, or remove trash and dispose of it off site. Persistent trash and litter problems may result in increased fees to pay for additional sanitation and/or garbage services on or around the fields in question. Penalties for failure to comply with those responsibilities may include revocation of permission to use fields.

- c. Maintenance and/or grounds crews of the District and the City will pick up litter and field trash receptacles twice weekly – once by the City and once by the District. As encountered, officials of both the District and the City will report major incidents of littering or field abuse to the Parks & Community Services Department Scheduling Office for follow-up. The cost for litter and garbage collection, and disposal by the City will be assessed to the users, and fees will be collected by the City's Scheduling Office at the time of field scheduling.
- d. The City, in its trash control effort, will provide a dumpster on site. Siting for dumpsters must be expressly approved by and coordinated through the District and/or required City Maintenance and operations representatives.
- e. All user-owned equipment, materials and gear shall be removed from school fields after each use. Failure to comply may result in the City or District removing and storing the equipment at a City-designated site at the expense of the user.
- f. Daily maintenance, including infield preparation and field lining, will be the responsibility of the parties using fields.
- g. Site Inspections and risk management will be a shared responsibility of both the District and the City. The District and City will inspect fields on their respective days of maintenance service to the fields. Appropriate officials of each agency will report unsatisfactory findings of site inspections to the Maintenance Department(s) of the District and/or City's scheduling office for follow-up as appropriate.
- h. The City, or its contracted representative, agrees to provide maintenance and annual renovation for portions of the District's property identified in Attachment A.
  - 1. Field maintenance by the City may include mowing and fertilizing, and filling holes as required on the fields. Annual renovation may include periodic top dressing with sand, seeding as required, weed control and aerating.
  - 2. Field irrigation system will be maintained and operated by the City, Parks Resource Management Division or its contracted representative. This includes seasonal turn on, head adjustment, repairs and winterization.

As part of the annual maintenance program, the City may use turf fertilizer and herbicides. The City will provide on-site notification (flags) when chemicals have been applied. The City will notify the appropriate District representative and the School Principal in advance of any chemical applications.

### **Section 8 – Annual Meeting**

- a. **Joint Use Calendars Interlocal Operations:** District and City Representatives will meet at least quarterly to establish joint use scheduling calendars for each sports season, beginning with the start of the school year in September through August and to ensure operational issues are resolved. The City and District will review the typical non-school times in Attachment B, and make necessary changes to accommodate District programs and District after school activities on District owned athletic fields as school schedules change, and to ensure appropriate access to fields for the City to fulfill maintenance responsibilities.

## **Section 9 – Conflict Resolution**

- a. If either party believes that the other party is not fulfilling the performance obligations established by this Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall within thirty (30) days deny the complaint, correct the situation and/or respond in writing, explaining the mitigating circumstances of why a remedy cannot be achieved.
- b. If the City and District representatives are unable to resolve the complaint, the Superintendent's designee and the Parks & Community Service's designee agree to meet to resolve the complaint. If the complaint remains unresolved, the District Superintendent and the City Manager will meet to resolve the complaint.

## **Section 10 – Term of Agreement and Option to Renew**

- a. The term of the agreement shall be twenty (20) years from the signing of this Agreement. The City shall have the option to renew said Agreement for two additional ten-year periods, for a total of (40) years. Said option shall be exercised by the City giving the District written notice at least one year prior to the expiration of the initial twenty-year term or ten year extensions. The parties agree to maintain and operate the facility for this period unless terminated by either party as permitted under this Agreement.
- b. During the term of this Agreement, the District or the City may, by six (6) months written notice, terminate this Agreement for any reason.
- c. If the District terminates this Agreement during the first 20-year period, it will reimburse to the City, the funds transferred by the City to the District under the terms of this Agreement. The dollar value of the reimbursement shall be depreciated over 20 years at an annual rate of five percent per year over the life of the Agreement such that following the twentieth year, no reimbursement is due. The applicable percentage rate of depreciation may be prorated for any portion of any year in which this Agreement is terminated.
- d. If the District Changes the use of the facility during the first 20-year period, which results in any change to the athletic field complex, and precludes or reduces the availability of the athletic field complex for scheduling by the City, the District shall reimburse, to the City, the funds transferred by the City to the District under the terms of this Agreement. The dollar value of the reimbursement shall be depreciated over 20 years at an annual rate of five percent per year over the life of the Agreement such that following the twentieth year, no reimbursement is due. The applicable percentage rate of depreciation may be prorated for any portion of any year in which this Agreement is terminated.

## **Section 11 – Improvements**

Any improvements or renovations to the renovated athletic fields shall be mutually approved and scheduled by the parties prior to any installations thereof.

## **Section 12 – Operating Rules**

The District and the City shall jointly promulgate site operation rules consistent with adopted District policies and adopted City ordinances, policies, and resolutions to ensure the safety and welfare of all site users.

**Section 13 – Indemnification & Insurance**

- a. The City shall protect, defend, indemnify and save harmless the District, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers employees or agents in performing the Agreement.
- b. The District shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the District, its officers, employees or agents in performing the Agreement.
- c. The City and the District shall each, either maintain commercial comprehensive general liability policies, or shall maintain self-insured liability coverage for any injury occurring related to this Agreement. Commercial policies shall contain a provision requiring the carrier to provide at least thirty (30) days notice prior to cancellation or amendment of the policy. If commercial comprehensive general liability coverage is maintained by either the District or the City, a certificate of insurance shall be provided, to the party requesting information about the coverage. If self-insurance is maintained by either party a letter shall be provided to the other party clarifying applicable coverage which will be generally comparable to current forms of such insurance.

**Section 15 – Agreement Amendment**

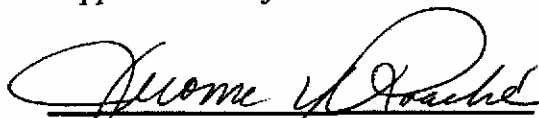
This agreement may be amended by the consent of all parties to this agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on their behalf.

CITY of BELLEVUE, Municipal Corporation

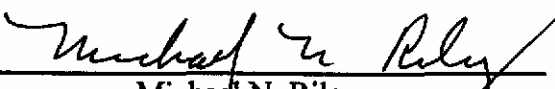
*Approved as to form:*

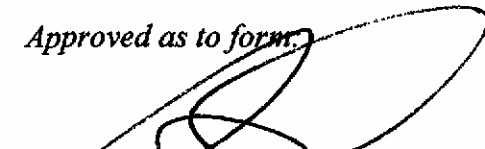
By:   
606 Steve Sarkozy,  
City Manager

  
Jerome Roache,  
Assistant City Attorney

BELLEVUE SCHOOL DISTRICT No. 405

*Approved as to form:*

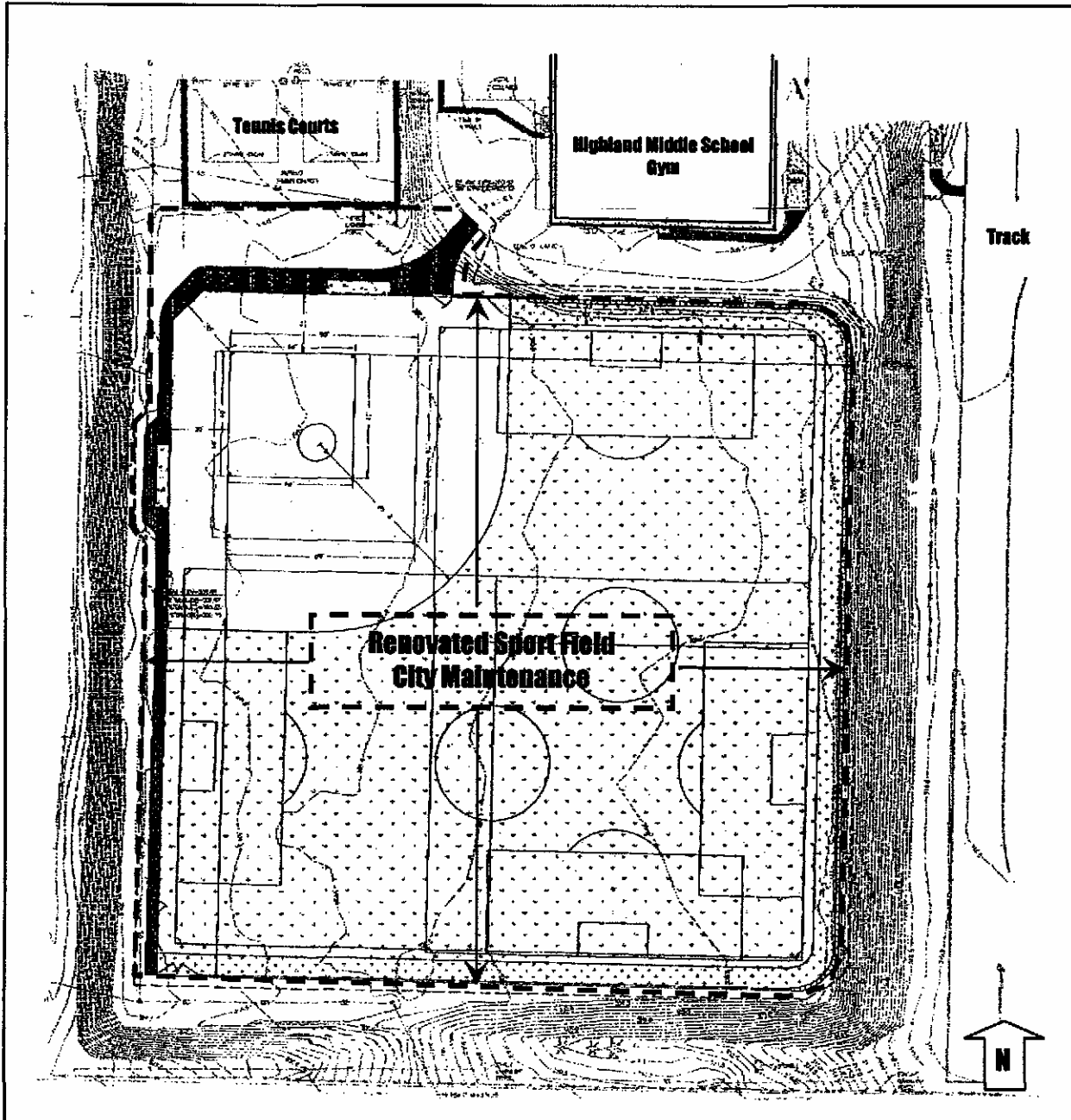
By:   
Michael N. Riley,  
Superintendent

  
Sharon Swenson Howard, WSBA  
#4953 General Counsel, Bellevue  
School District

**Attachment A**

Bellevue Public Schools  
City of Bellevue

**Maintenance and Annual Renovation Highland Middle School Sport field**





**Attachment B**

Bellevue Public Schools  
City of Bellevue

**Typical Non-School Times**

This schedule is subject to review and change pending District changes in classroom hours. Changes will be coordinated in advance with the City's Scheduling Office to minimize impacts to scheduled events.

Typical times when Bellevue School District athletic fields would not be needed for school-related or school-sponsored activities or programs, and would usually be available for community recreational use. Considered in these times are approximately 60 minutes after classes dismiss when middle and high schools typically use District-owned athletic fields for their own extracurricular programs. **When the normal non-school times of individual schools deviate from the above schedule, they will keep the Scheduling Office of the City Parks & Community Services Department (425-452-6914) informed about those variances.**

<b>Elementary School Fields</b>	
September – June (Academic year)	Monday - Friday - 4:00 pm - Dark Saturday/Sunday - 8:00 am – Dark
July – August (Non-academic year)	Monday - Sunday - 8:00 am – Dark (Except during BSD grounds maintenance. See Attachment C)
<b>Middle School Fields</b>	
September – June (Academic year) Highland, Odle, Tillicum	Monday, Tuesday, Thursday, Friday: 4:00 pm – Dark Wednesday: 3:00 pm – Dark Saturday/Sunday: 8:00 am – Dark
September – June (Academic year) Chinook, Tye	Monday, Tuesday, Thursday, Friday: 5:00 pm – Dark Wednesday: 3:00 pm – Dark Saturday/Sunday: 8:00 am – Dark
July - August (Non-academic year)	Monday – Sunday: 8:00 am – Dark (Except during BSD grounds maintenance. See Attachment C)
<b>High School Fields (except synthetic turf football fields and stadium facilities)</b>	
September – February (Academic year/Non-intramural)	Monday – Friday: 4:00 pm – Dark Saturday/Sunday: 8:00 am – Dark
February/March – June (Interscholastic Season)	Monday – Friday: 6:00 pm – Dark Saturday/Sunday: 8:00 am – Dark
July – August (Non-academic year)	Monday – Sunday: 8:00 am – Dark (Except during BSD grounds maintenance. See Attachment C)

- ♦ The first priority for use of District-owned athletic fields will be given to District programs and District after school activities. District programs may preempt other uses upon giving the City reasonable notice, usually at least five (5) business days. In some unusual, uncontrollable situations (e.g. snow closure, power curtailment etc.) such advance notice may not be possible.
- ♦ The City will allocate remaining available field times to community users based upon mutually approved guidelines established by the City and the District and listed in Attachment A and Section 2 of the interlocal agreement between the City and the District.

**Attachment C**

Bellevue Public Schools  
City of Bellevue

**District Field Maintenance Work**

District and City personnel will meet prior to changes in sports seasons to confirm and/or adjust schedules to avoid conflict with scheduled use and operations.

During the summer months of June, July, and August when school is not in session, the Grounds Maintenance Department of the Bellevue School District will schedule its **field-maintenance** work on District-owned fields from 7:00 am through 4:00 pm. The Grounds Maintenance Department of the District (425-456-4511) will endeavor to give the Field Scheduling Office of the City Parks Department (425-452-6914) 48 hours notice regarding its summer **parking-lot-maintenance** work. Weather conditions may require some adjustments to this grounds maintenance work calendar.

District-owned **fields** will not be available for community recreational use during the times that the District's Grounds Maintenance Department is working on them. In addition, District-owned fields will usually not be available for community recreational use during those summer days when school-site **parking lots** are being resurfaced and repainted, because most District fields are only accessible through those parking lots. On days when the District has pre-scheduled field or parking lot maintenance activities, unauthorized persons or groups may be asked to leave the school site. Persons or groups not complying may be cited for trespass.

**Bellevue School District Schools:**

Ardmore Elementary School	Newport High School
Bellevue High School	Odle Middle School
Bennett Elementary School	Phantom Lake Elementary School
Cherry Crest Elementary School	Robinswood Middle/High School
Chinook Middle School	Sammamish High School
Clyde Hill Elementary School	Sherwood Forest Elementary School
Eastgate Elementary School	Somerset Elementary School
Enatai Elementary School	Spiritridge Elementary School
Highland Middle School	Stevenson Elementary School
Interlake High School	Sunset Elementary School
International Middle/High School	Tillicum Middle School
Lake Hills Elementary School	Tyee Middle School
Medina Elementary School	Woodridge Elementary School
Newport Heights Elementary School	

**Amendment One**  
**To Interlocal Agreement For FIELD SCHEDULING and JOINT USE OF**  
**DISTRICT ATHLETIC FIELDS During Non-School Times Contract**

The City of Bellevue and Bellevue School District having entered into a contract under City Clerk's File No. 34490, dated September 15, 2003, now, in consideration of the mutual promises herein state, request modification of the aforementioned contract as specified in section 11 of the contract. The contract shall be amended as follows:

1. Section 11, paragraph 1 of the contract shall be amended to reflect the following:

The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the District incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.


2. Section 11, paragraph 2 of the contract shall be amended to reflect the following:

The District agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the District, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the District.

All other terms and conditions of this contract shall remain the same.

Executed this \_\_\_ day of \_\_\_\_\_, 2003.

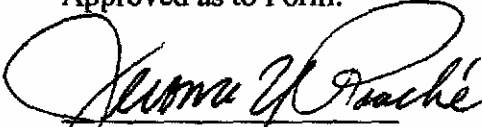
CITY OF BELLEVUE,  
Municipal Corporation

  
\_\_\_\_\_  
Ed Oberg  
Deputy City Manager


BELLEVUE SCHOOL DISTRICT No. 405

  
\_\_\_\_\_  
Michael N. Riley  
Superintendent

Approved as to Form:

  
\_\_\_\_\_  
Jerome Y. Roaché  
Assistant City Attorney

Approved as to Form:

  
\_\_\_\_\_  
Sharon Swensen Howard, WSBA  
#4953 General Counsel



The originating Department must complete the form, obtain the signature of the Dept. Head and route the document to the City Attorney's Office. Upon City Attorney's approval as to form, the contract is routed to the Risk Manager, the Grant Accountant, Accounts Payable and the City Manager for review and approval and then to the City Clerk for Recording.

CONTRACT TITLE: Bellevue School District Field Scheduling  
ORIGINATING DEPT: Parks  
FUND/DEPT/DIV: NA  
(Account #'s)  
STAFF CONTACT: Ray Gathumbon  
BRAD BENNETT  
TELEPHONE: 5378  
DATE: ?  
DEPT HEAD SIGNATURE:

Received

JAN 29 2004

RECEIVED  
CITY OF BELLEVUE  
LEGAL DEPT

JAN 27 2004

ROUTING PROCESS: Contracting Services AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

TO:  
LEGAL .....  
RISK MANAGER .....  
GRANT ACCOUNTANT (if applicable) .....  
CONTRACTING SVCS: .....  
CITY MANAGER (required) .....  
CITY CLERK .....  
RETURN TO WHOM: ① Contracting Svcs.  
② BRAD BENNETT, PARKS

SIGNATURE:  
BY: [Signature]  
BY: [Signature]  
BY: [Signature]  
BY: [Signature]  
BY: [Signature]  
BY: [Signature]

### REQUIRED INFORMATION

Incomplete form will be returned to staff contact.

Vendor #: 18834/10295 ?? Vendor Name: Bellevue School District  
Expiration Date: 8/31/08 Fund / Dept / Div: NA  
Type:  F  I  P  N  B  L  O Bid #: N/A Amendment:  Yes  No  
F - formal PW B - building maint.  
I - informal PW L - landscape  
P - professional services O - other  
N - non-professional services  
Per Ordinance / Resolution #: 6879  
Dated: Sept. 15, 2003  
Contract Amount: N/A  
CC File Locator: 04-119 Tax ID: NA  
Contract Description: Regarding City scheduling and renovation of sports field on District property

1042-RES  
9/9/2003

# ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6899

A RESOLUTION authorizing the City Manager or designee to execute agreements with the Bellevue School District regarding City scheduling and renovation of sportsfields on District property.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or designee is authorized to execute agreements with the Bellevue School District regarding City scheduling and renovation of sportsfields on District property, a copy of which has been given Clerk's Receiving No. 34490.

Passed by the City Council this 15<sup>th</sup> day of September, 2003, and signed in authentication of its passage this 15<sup>th</sup> day of September, 2003.

(SEAL)

  
\_\_\_\_\_  
Connie B. Marshall, Mayor

Attest:

  
\_\_\_\_\_  
Myrna L. Basich, City Clerk