



SCHOOL BOARD ACTION REPORT

DATE: May 31, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Dr. Lester Herndon, Associate Superintendent, Facilities and Operations
(206) 252-0644, ltherndon@seattleschools.org

For Introduction: June 27, 2018
For Action: June 27, 2018

1. TITLE

BEX IV and BTA IV: Approval of the Cleveland Field Interlocal Cooperative Agreement between Seattle School District and the City of Seattle Department of Parks and Recreation

2. PURPOSE

This Board Action would approve the Cleveland Field Term Interlocal Cooperative Agreement between Seattle School District (SPS) and the City of Seattle (City), acting through its Department of Parks and Recreation (SPR), to detail the funding, design, construction, operation and maintenance of a synthetic turf field at Cleveland High School.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute the Cleveland Field Interlocal Cooperative Agreement between SPS and the City, as attached to this board action report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take necessary action to implement the agreement. Immediate action is in the best interest of the District.

4. BACKGROUND INFORMATION

a. Background

SPS and SPR have a history of pooling their respective resources to meet youth and community needs for developmental and recreational opportunities. This partnership has enabled the two agencies to maximize their respective facilities to meet students and community needs. Sharing and co-developing facilities has enabled the two agencies to achieve greater efficiencies in the costs of initial development and on-going operations and maintenance. SPS and SPR acknowledge the value of their collaboration efforts and seek to extend their working relationship with the approval of this Interlocal Agreement concerning the development and operation and maintenance of a new synthetic turf field at Cleveland High School.

The Cleveland High School Athletic Field Improvement Project was partially funded through BEX IV (field) and BTA IV (field lights) capital levies passed by the voters on February 2013 and February 2016 respectively. The project also includes funding from Seattle Parks and Recreation in the amount of \$2,125,000 to cover project expenses and

an additional \$100,000 should the project experience any overages. Project expenses are proposed to be split equally up to a maximum contribution from SPR of \$2,225,000. The proposed improvements will be implemented on properties owned by SPS and SPR. The ownership of the aggregate property parcel sizes where the proposed improvements are to be implemented is approximately 1/3 owned by SPS and 2/3 owned by SPR.

Scheduling of the new synthetic turf field at Cleveland High School will be proportionate to capital investment of the field project (50%/50%).

The proposed project will replace the existing natural turf field with synthetic turf, install a three-lane rubberized running track with associated track and field event venues that will include: shot put, long jump, high jump, triple jump, and pole vault. In addition, the existing tennis courts will be resurfaced with synthetic turf and new baseball and softball batting cages and a warm-up area will be installed. The synthetic turf areas will use cork infill. Underground lighting infrastructure will be included to allow installation of field lights anticipated Spring 2019.

The Interlocal Agreement will be executed between SPS and the City after approval of each party's governing body.

- b. **Alternatives:** Deny the motion. If the motion is denied, the district will not be able to execute the agreement and will not have access to the additional SPR funding available for the project. This is not recommended because it would negatively impact the district's commitment to provide equitable access in our schools.
- c. **Research:** Past Interlocal Agreements

5. FISCAL IMPACT/REVENUE SOURCE

The total budget for this action is \$4,450,000.

The revenue source for this motion is Building Excellence IV (BEX IV) Capital Levy, Buildings, Technology and Academics/Athletics IV (BTA IV) Capital Levy and additional funding from Seattle Parks and Recreation. The Parties agree to each pay half (50%) of the cost of the project, up to \$2,125,000. SPR will pay the district their allocated share of the cost upon receipt of the certificate of substantial completion, as determined by the project architect. In the event of project overages, both SPR and the District agree to an additional \$100,000 each to cover the cost of project overages.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

- Tier 1: Inform
- Tier 2: Consult/Involve
- Tier 3: Collaborate

The development of the BEX IV and BTA IV projects list underwent extensive community engagement.

7. EQUITY ANALYSIS

This motion was not put through the process of a full racial equity analysis. The list of projects to be funded in the BEX IV and BTA IV Levy was developed with the goal of providing equitable access to school facilities across the district.

8. STUDENT BENEFIT

The Interlocal Agreement with SPR provides our students with priority use of the facility, additional funding resources to enhance the project, and additional recreational opportunities for the Cleveland High School students.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

The Interlocal Agreement with the City of Seattle, Parks and Recreation Division supports School Board Policies:

- 4260 Use of School Facilities
- 4265 School and Community Partnerships
- 6220 Procurement

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on June 7, 2018. The Committee reviewed the motion and moved forward to the full board with a recommendation for consideration.

12. TIMELINE FOR IMPLEMENTATION

Interlocal Agreement Executed: TBD, Requires City Council Approval

13. ATTACHMENTS

- Cleveland High School Field: Interlocal Cooperative Agreement between Seattle School District and the City of Seattle Department of Parks and Recreation



INTERLOCAL AGREEMENT SEATTLE SCHOOL DISTRICT NO. 1, AND THE SEATTLE DEPARTMENT OF PARKS & RECREATION

This interlocal cooperative agreement (“Agreement”) between Seattle School District No. 1 (“District”), a Washington state municipal corporation, and the City of Seattle (“City”), acting through its Department of Parks and Recreation (“SPR”), a department of government of the city of Seattle, Washington is made effective as of the last date of signature (“effective date”) and authorized under RCW 39.34, to detail the funding, design, construction, operation, and maintenance of a synthetic turf field at Cleveland High School.

1) BACKGROUND

- a) General:** SPR and the District (jointly the “Parties”) have a history of pooling their respective resources to meet youth and community needs for developmental and recreational opportunities. This partnership has enabled the two agencies to maximize their respective facilities to meet community and student needs. Sharing and co-developing facilities also has enabled the two agencies to achieve greater efficiencies in the costs of development, operation, and maintenance. SPR and the District acknowledge the value of their collaboration and seek to extend their working relationship with this Agreement.

Therefore, the Parties have the shared goal of funding, designing, constructing, and establishing ongoing operations, maintenance, and programming of a synthetic turf field to replace the existing grass playfield and tennis courts at the District’s Cleveland High School located at 5511 15th Avenue S. in Seattle. As discussed in more detail below, the existing playfield is located partly on real property owned by the District and partly on real property owned by SPR. The new synthetic turf playfield (referred to herein as the “Project”) will be utilized by both SPR and the District.

- b) Real Estate Coordination and Other Agreements:** The Parties acknowledge that they have between them other agreements outlining a variety of shared uses of real property owned by one or the other agency, including the Agreement for the Joint Use of Facilities. The Parties also are engaged in a collaborative process to review other projects and agreements affecting one or both parties’ real estate interests. This

Agreement is intended to be consistent with the ongoing real estate coordination efforts of the Parties.

- c) **Subject Properties:** The City owns the real property known as the Cleveland Playfield, King County Parcel No. 79251-0125 (the “SPR Property”), on which the majority of the existing playfield is located. The District owns the real property known as the Cleveland High School, King County Parcel No. 754980-2085 (the “District Property”), on which the Cleveland High School building and related facilities, including the northern portion of the track on the existing Playfield and the school’s tennis courts, are located. The existing track is mostly located on the SPR Property and is maintained by SPR, while the tennis courts are located on District Property and are maintained by the District.

2) AGREEMENT

- a) **Authority and Ownership:** The Parties acknowledge that the Project will be developed on both the SPR Property and the District Property. While the Project requires definition of roles and responsibilities, there will be no changes to the Parties’ respective real estate interests.
- b) **Project Description:**
- i) **Overview:** The Project will (1) convert the existing grass playfield to a synthetic turf field with an e-layer subgrade and cork or Thermopolyethelene (TPE) infill material; (2) add lights to the playfield; (3) replace the track; and (4) develop ADA access from the abutting street (13th Ave S).
 - ii) **Project Cost:** \$4,350,000.
 - iii) **Payment:** The District will act as the financial administrator of the project and execute payment for associated costs. The Parties agree to each pay half (50%) of the cost of the project, up to \$2,125,000. SPR will pay the District their allocated share of the cost upon receipt of the certificate of substantial completion as determined by the project architect.
 - iv) **Project Overages:** In the event of project overages, both SPR and the District agree to an additional \$100,000 each to cover the cost of project overages.
 - v) **Planning, Design and Construction:** The District will undertake all Project planning, design, permitting, and construction. The Parties agree the any costs associated with design revisions and/or architectural errors/omissions will be paid half (50%) by SPR and half (50%) by the District.
 - vi) **Joint Project Oversight Team:** The District and SPR will form a decision-making team to review and approve the project scope and budget, take the project

through District and SPR review processes throughout 95% design, and review bids. SPR will perform inspections at various points of construction.

- vii) Design Standards:** The Project will be designed and constructed to SPR's standards, unless the District's standards are more stringent, as determined solely by SPR.
- viii) Project Duration:** The project is expected to be completed by Fall 2018.
- ix) Ongoing Maintenance:** Will be performed by the District and expenses reimbursed by SPR to the District.
- x) Replacement Cost:** The field will be replaced every 10 years or as determined to be necessary by GMAX testing. Replacement cost will be allocated pursuant to a reasonable apportionment between SPR and the District based upon the Parties' (1) proportionate share of usage during the life of the field and (2) ownership share (SPR 2/3 owner, District 1/3 owner).
- xi) Joint Use of Field; Scheduling:** In accordance with the Joint Use Agreement (JUA), the Parties intend to collaboratively use the turf playfield for the benefit of both the public and the District's students. SPR will continue to schedule the playfield facilities.
- c) City Authority.** Nothing in this Agreement shall be deemed a waiver or amendment of the City of Seattle's regulatory and permitting authority.
- d) Organization Representatives.** The Parties' single point of contact project coordination and notice under this Agreement are:
 - Richard Best, Director of Capital Projects & Planning
Seattle Public Schools
206-252-0647
rlbest@seattleschools.org
 - Chip Nevins, Planner
Seattle Parks & Recreation
206-233-7929
Chip.nevins@seattle.gov
- e) Dispute Resolution.** In the event a dispute arises that cannot be resolved first at the project manager/work group level, or, second, at the Joint Project Oversight Team level, a special decision-making body consisting of the Superintendent of SPR and the Associate Superintendent of Capital Facilities of the District will meet in good faith to resolve the conflict and reach a mutually agreeable resolution.

f) Indemnification

District Negligence. The District shall indemnify and hold harmless SPR and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission from the District, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against SPR, the District shall defend, with counsel acceptable to SPR, the same at its sole cost and expense, provided that SPR retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against SPR and its officers, agents, and employees, or any of them, or jointly against SPR and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.

SPR Negligence. SPR shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission from the SPR, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, SPR shall defend, with counsel acceptable to the District, the same at its sole cost and expense, provided that the District retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the District and its officers, agents, and employees, or any of them, or jointly against the District and SPR and their respective officers, agents, and employees, or any of them, SPR shall satisfy the same.

Concurrent Negligence. The District and SPR acknowledge and agree that if claims, actions, suits, liability, loss, costs, expenses, and damages are caused by, or result from, the concurrent negligence of the District, its agents, employees, or officers and SPR, its agents, employees, or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees, or officers.

g) Termination. Either Party may terminate this Agreement upon 180 days' written notice to the other if: (1) a substantial loss in agency funding results in the party being unable to fulfill the terms of the Agreement; or (2) the other Party materially defaults in performing its obligations under this Agreement and does not commence to cure the default within 30 days of receiving written notice of the default and does not diligently proceed to fully cure the default.

h) Governing Body Approvals. The Parties acknowledge that the execution of this Agreement is subject to approval by both the Seattle City Council and the Seattle School District No. 1 Board of Directors.

i) Miscellaneous Provisions

- a. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. Amendment.** Modifications to this Agreement must be in writing and be signed by each party.
- c. Governing Law.** The terms of this Agreement shall be interpreted in accordance to, and enforced under, the laws of the State of Washington. The parties agree that any judicial proceedings will take place in Seattle, Washington.
- d. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, but continue in full force.
- e. Assignment.** Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.
- f. Non-Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts.** The parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.
- h. No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person or entity shall have any right of action or interest in this Agreement based on any provision in the Agreement.
- i. Filing.** After approval and execution, pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Auditor or, alternatively, listed by subject on the District's website or other electronically retrievable public source.
- j. Records.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the District or SPR as requested by each party during the applicable records retention period required by law.

THIS AGREEMENT SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT.

City of Seattle

By: _____

Christopher Williams
Interim Superintendent,
Parks and Recreation Department

Date: _____

Seattle School District No. 1

By: _____

Larry Nyland
Superintendent

Date: _____

DRAFT